



Southwest Ranches Town Council

REGULAR MEETING Agenda of March 26, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

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

Presentations

3. **Town Council Acceptance of the Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025**

4. **Presentation with i9 Sports**

5. **Public Comment**

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

6. **Board Reports**

7. **Council Member Comments**

8. **Legal Comments**

9. **Administration Comments**

Ordinance - 1st Reading

10. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE CODE OF ORDINANCES CHAPTER 14, "PARKS AND RECREATION", ARTICLE II, "PARK RULES AND REGULATIONS", TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "PUBLIC SMOKING AND VAPING PROHIBITION"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING**

FOR CONFLICTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Resolutions

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ABBE & ASSOCIATES, LLC DBA ZERO WASTE ASSOCIATES. ("ZERO WASTE ASSOCIATES") IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$35,000.00) FOR ZERO WASTE CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING SERVICES AGREEMENT WITH RES FL CONSULTING LLC DBA E-SCIENCES FOR IMPLEMENTATION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FOUR HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$485,358.00) FOR A TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION PROJECT IN THE GREEN MEADOWS NEIGHBORHOOD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SIX (6) CHANGE ORDERS TO THE AGREEMENT WITH EAST COAST BUILDERS AND**

DEVELOPERS TOTALING FIFTY-ONE THOUSAND SEVENTY DOLLARS AND ZERO CENTS (\$51,070.00) FOR CONSTRUCTION OF THE SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE CHANGE ORDERS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

16. Approval of Minutes

- a. **December 11, 2025, Regular Meeting Minutes**

17. Appointments

- a. **2026-2027 Broward League of Cities Board of Directors Appointment, Alternate, and Second Alternate**
- b. **Broward MPO Citizen's Advisory Committee Member Selection**

18. Adjournment

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

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, 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: 3/26/2026
SUBJECT: A Prohibition on Smoking and Vaping in Specific Outdoor Areas within Town Parks

Recommendation

Town Council consideration to approve this Ordinance on first reading.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

In June 2022, the State of Florida passed legislation that grants city and county governments the ability to ban smoking at public parks. Town staff have determined that prohibiting smoking or vaping within the Town's passive recreational areas may be in the best interest of the Town by preserving the health, safety and general welfare of its residents and visitors, and the environment.

Southwest Ranches' readiness and ability to adopt and enforce certain commercial tobacco control policies that are intended to eliminate the death and health harms associated with

commercial tobacco use is represented in this action balancing state minimum standards, best public health policy practices, and practicality for control within Southwest Ranches' passive recreational spaces.

Fiscal Impact/Analysis

N/A

Staff Contact:

December Laureano-Haines, Parks, Recreation and Forestry Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	3/12/2026	Executive Summary
Business Impact Form	3/12/2026	Backup Material
Ordinance - First Reading	3/12/2026	Ordinance



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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council

VIA: Russell C. Muñiz, Town Administrator

FROM: December Lauretano-Haines, Parks Recreation and Forestry Director

DATE: March 26, 2026

SUBJECT: A prohibition on smoking and vaping in specific outdoor areas within
Town parks

Recommendation

Council consideration to approve this Ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

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Fiscal Impact/Analysis

N/A

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

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; AMENDING THE CODE OF ORDINANCES CHAPTER 14, "PARKS AND RECREATION", ARTICLE II, "PARK RULES AND REGULATIONS", TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "PUBLIC SMOKING AND VAPING PROHIBITION"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR PENALTIES; 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).

This ordinance establishes a prohibition on smoking and vaping in specific outdoor areas within Town parks in Southwest Ranches. The Town Council finds that tobacco use, secondhand smoke, electronic vapor aerosols, and related waste pose significant public health risks, contribute to environmental litter, and endanger children. Exercising the authority granted under Florida law, the Town designates certain areas—such as playgrounds, playing fields, spectator areas, restrooms, and other nondesignated spaces—as smoke- and vape-free zones. Smoking is permitted only within clearly marked designated areas.

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.

An estimate of regulatory costs and potential revenue is difficult to identify at this time. Both the cost and the revenue will be contingent on the number of instances reported and Code violations issued and enforced, if any.

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; AMENDING THE CODE OF ORDINANCES CHAPTER 14, "PARKS AND RECREATION", ARTICLE II, "PARK RULES AND REGULATIONS", TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "PUBLIC SMOKING AND VAPING PROHIBITION"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat; and

WHEREAS, secondhand smoke exposure is harmful and widespread; and

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful; and

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter; and

WHEREAS, cigarette butts, smokeless tobacco, and vapor-generating electronic devices pose a health threat of poisoning to young children; and

WHEREAS, Florida cities and counties have legal authority to adopt local laws that prohibit smoking in public parks pursuant to Sec. 386.209, Florida Statutes;

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

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

SECTION 2. Amendment. A new Section of the Code of Ordinances of the Town is hereby created as follows:

Sec. 14-37. Smoking and Vaping Prohibited in Outdoor Areas in Town Parks.

(a) It shall be unlawful for any person to smoke cigarettes, filtered cigars, pipes, use electronic vaporizers, or any other smoking apparatus or vaping device on playing fields and playgrounds, around sports seating areas, spectator areas, restrooms,

or any other areas not specifically designated as a permitted smoking area within any park owned and operated by the Town of Southwest Ranches. All designated smoking areas will be specifically demarcated by signs stating that "smoking is permitted in this area."

(b) Any person who violates this ordinance shall be subject to a civil fine of one hundred dollars (\$100.00) for the first violation and two hundred fifty dollars (\$250.00) fine for subsequent violations. Any refusal by an individual to comply with this section may result in a notice to appear (NTA) being issued by a law enforcement officer and/or removal from the park.

(c) All NTAs will be filed in the Broward County Court Criminal Division.

(d) Any appeals of a civil fine shall be filed with the special magistrate for the Town of Southwest Ranches and shall be governed by the rules set forth by the special magistrate.

(e) Exemption. The following smoking apparatuses are exempt:
(1) Unfiltered cigars.

(f) As used in this Section, the following words and phrases have the meanings defined in this Section unless the context clearly requires otherwise:

(1) "Vapor Generating Electronic Device" means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e cigarette, e cigar, e pipe, vape pen, or e hookah.

(2) "Park" means all public property specifically designated as being used for outdoor recreational or park purposes and where children regularly congregate. "Outdoor recreational or park purposes" includes, but is not limited to, boating, golfing, camping, swimming, horseback riding, and archaeological, scenic, or scientific sites, and applies only to land that is open to the general public.

(3) "Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted or heated tobacco product, whether natural or synthetic. For the purposes of this policy only, smoking does not include the use of unfiltered cigars pursuant to Florida Statute 386.209.

(4) "Tobacco Product" means:

(a) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled,

absorbed, or ingested by any means, including but not limited to a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus.

(b) Any vapor generating electronic device as defined in this section and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine.

(c) Any component, part, or accessory of (a) or (b), whether or not it contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

(5) "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(6) "Tobacco Product Waste" means any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco Product Waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, vapor generating electronic devices of all types, vapor generating electronic device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco product remnants or packaging.

(7) "Vape" or "Vaping" means to inhale or exhale vapor produced by a vapor generating electronic device, or to possess a vapor generating electronic device while that device is actively employing an electronic, chemical, or mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor generating electronic device

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 re-lettered 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. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING this 26th day of March, 2026 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ___th day of April, 2026 on a motion made 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
1001.2026.031



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
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Town Council
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David S. Kuczenski, Esq., Council Member

Russell C. Muniz, ICMA-CM, 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 Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 3/26/2026
SUBJECT: SWA Facilities Agreement

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches previously entered into an Interlocal Agreement (ILA) with Broward County and 28 other municipalities to create the Solid Waste Disposal and Recyclable Materials Authority. Broward County faces a growing solid waste crisis due to increasing waste generation, limited landfill capacity, and an overburdened waste-to-energy facility. Since the 2013 dissolution of the former countywide waste system, recycling rates have dropped, and costs have become inconsistent across municipalities.

The Authority studied current waste challenges and developed a long-term Master Plan, adopted on March 20, 2026, to guide the next 40 years of waste reduction, reuse, recycling, and disposal. The plan emphasizes countywide coordination, reduced reliance on landfills,

expanded recycling (including construction and demolition debris), improved infrastructure use, financial transparency, and development of a circular economy.

To keep the Authority in operation, the ILA requires all Municipal Parties to approve a Facilities Amendment within 36 months of the ILA's adoption. Each municipality has 120 days to approve the amendment, and failure to do so constitutes withdrawal. The amendment must be approved by the County and municipalities representing at least 80% of their total population.

The Authority's Governing Board has recommended adoption of the Facilities Amendment. The Town Council of Southwest Ranches believes supporting the Master Plan and approving the Facilities Amendment is in the best interest of the Town.

Fiscal Impact/Analysis

Staff Contact:

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/20/2026	Resolution
Exhibit "A"	3/20/2026	Exhibit

RESOLUTION 2026 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Authority of Broward County Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties" and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Authority of Broward County (the "Authority"); and

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person; and

WHEREAS, commissioned studies project that the amount of future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years; and

WHEREAS, the single existing Class I landfill in Broward County currently available for disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at the end of this year; and

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste; and

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste; and

WHEREAS, since the 2013 dissolution of the Resource Recovery System (which had been governed by the Resource Recovery Board), the municipalities and the County have failed to achieve the 75% statutory recycling goal, instead the County recycling rate is approximately 30%; and

WHEREAS, even for those municipalities that are participating in recycling efforts, the contamination rates are far too high, resulting in less recycling and increased direct costs to the municipalities that are paid by their residents; and

WHEREAS, following the dissolution of the Resource Recovery System and Resource Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were on their own to manage solid waste disposal and recycling, resulting in variability of costs and disposal services; and

WHEREAS, the Solid Waste Working Group and subsequently the Authority have analyzed waste composition, waste generation, existing disposal capacity, and areas where significant improvements in solid waste management would yield economies of scale that are expected to result in lower processing and disposal costs, in order to

achieve necessary goals of reduction, reuse and recycling to conserve needed disposal capacity; and

WHEREAS, the Governing Board of the Authority, on March 20, 2026, adopted a Master Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County; and

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County, that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members.
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making.
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources.
- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices.
- Expanding recovery and recycling with construction and demolition (C&D) debris and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off

facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members.

- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings.
- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization.

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a “Facilities Amendment” within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA; and

WHEREAS, as part of the Formation Conditions, each Municipal Party’s elected body has one hundred and twenty days to adopt and deliver to the Authority a resolution approving the Facilities Amendment; and

WHEREAS, if the Town fails to adopt and deliver to the Authority a resolution approving the Facilities Amendment within that one hundred twenty day period, it will be deemed to be the Town’s withdrawal from the ILA; and

WHEREAS, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) the County; and

WHEREAS, on March 20, 2026, the Governing Board of the Authority voted to recommend the First Amendment to the ILA, which is attached hereto as Exhibit "A" to this Resolution (the "Facilities Amendment"); and

WHEREAS, the Town Council of the Town of Southwest Ranches deems it to be in the best interest of the Town to support the Master Plan, to continue to be a Municipal Party of the Authority and to approve the Facilities Amendment.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The Facilities Amendment is approved, in substantially the form attached hereto as Exhibit "A," together with such non-substantial changes as may be acceptable to the Town Administrator and approved as to form and legality by the Town Attorney.

Section 3. The appropriate Town officials are authorized and directed to execute the necessary documents to effectuate the intent of this Resolution, and the Town Clerk is hereby directed to send a copy of this Resolution and the executed Facilities Amendment to the Authority.

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

Section 5. If any clause, section or other part of this Resolution shall be considered unconstitutional, or invalid in part such unconstitutional or invalid provision

shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 26th day of March 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
1001.039.2026

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

This First Amendment (“Facilities Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties’ costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~striketroughs~~ and such additions set as underlines):

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose.** The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities.** Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 Amendment related to other types of solid waste disposal facilities; requirements. If, in the future, the Authority is granted the power to own or operate a “solid waste disposal facility” pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 Other publicly owned System Facilities.

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority’s benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 Public-private partnerships. The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 Protection of Authority-Owned Facilities. Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority’s outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled “**WIND DOWN OF AUTHORITY**” is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 Purpose. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 Schedule. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1	
Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority’s debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties’ deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties’ deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 Wind Down operations. During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 Executive Director's Notice of Wind Down; inventory of assets. The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 Authority debt and liability. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 Transfer of services. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services (“Service Offer”);

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County’s Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County’s Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County’s written notice that it will provide the services and documentation of the relevant Municipal Parties’ agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 Disposition of Authority-Owned Assets. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 *Proposed asset offers.* At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process.* On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of (“Asset Offer”) pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents.* The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets.* Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds.* After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds.* Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution.** During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties’ representatives on the Executive Committee; and (b) County’s representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled “**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**” is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose.** The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority’s Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 Obligation to continue operations. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 (“New Owner”), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years (“Transition Period”). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset’s ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 Obligation to provide fair fees to contributing Parties. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

**ARTICLE 23. SYSTEM FACILITIES:
INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**

23.1 **Purpose.** The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report.** The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 System Facility capacity versus projected tonnage. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled “Approvals” is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled “Quorum” is hereby amended to include new language (as provided by underlines) as follows:

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

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled “Adoption of Other Amendments to Master Plan,” is hereby corrected to read “Section 6.2.4.”

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County (“Facilities Amendment Effective Date”). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

DRAFT

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

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____

MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

____ day of _____, 20____

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

Municipal Attorney

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

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

JOINER BY AUTHORITY

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

DRAFT

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, *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: 3/26/2026
SUBJECT: Resolution approving Abbe & Associates for Zero Waste Consulting Services

Recommendation

Town Council 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. The Town received six (6) responses on October 9, 2025 and the Selection Committee met on November 12, 2025.

Presentations by the Selection Committee's recommended top two firms were given at the Town Council meeting on February 12, 2026. After negotiations, the proposal submitted by

Zero Waste Associates totals Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00).

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); and

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

Fiscal Impact/Analysis

Staff Contact:

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/20/2026	Resolution
Exhibit "A"	3/20/2026	Exhibit

RESOLUTION NO. 2026-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ABBE & ASSOCIATES, LLC DBA ZERO WASTE ASSOCIATES. ("ZERO WASTE ASSOCIATES") IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$35,000.00) 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

WHEREAS, the Selection Committee's recommended top two firms made presentation to the Town Council at its public meeting on February 12, 2026; and

WHEREAS, the Town Council selected Zero Waste Associates as its preferred vendor for this service; and

WHEREAS, after negotiations, the proposal submitted by Zero Waste Associates totals Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); 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 Zero Waste Associates in the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) 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 Mayor, Town Administrator, and Town Attorney 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 26th day of March, 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
1001.035.2026

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Abbe & Associates LLC

FOR

ZERO WASTE CONSULTANT
RFP NO. 25-22

**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 Abbe & Associates LLC (hereinafter referred to as “Consultant”).

WHEREAS, the Town desires to contract for Consultant Services to provide a Zero Waste Plan and 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, the Town has adopted Resolution No. 2026- ____ at a public meeting of the Town Council approving the recommended award and has selected Abbe & Associates LLC for award of the Project; and

WHEREAS, Consultant’s Proposal and Scope of Work are attached to this Contract 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 Proposal and Scope of Work, including all forms attached thereto, all addenda and specifications, 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 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 the Contract Documents, 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 the Contract Documents. 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 \$35,000.00 (thirty five thousand 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 terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.

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

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5.3 All Insurance Policies shall name and endorse the following as an additional named 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. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business 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

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completed operations for contracts, contractual liability, broad form contractual coverage, 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 reduction in coverages or limits. 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 at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named 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 THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED 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 named 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

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employed or utilized by Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, 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,

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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 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, the Town shall provide Consultant written notice of its material breach. Consultant shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or 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. 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, 2026) 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.

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

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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 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

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13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

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

If to Consultant:

Ruth Abbe, Principal
Abbe & Associates LLC
1028 Fair Oaks Avenue
Alameda, CA 94501

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.
- 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.
- 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

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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.
- 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.

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

- 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 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.

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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: Abbe & Associates LLC 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:

ABBE & ASSOCIATES LLC:

By: Ruth Abbe

RUTH ABBE, PRINCIPAL

Title:

26 day of FEBRUARY 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
1001.2026.020

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CONSULTANT'S PROPOSAL & SCOPE OF WORK

PRICE PROPOSAL FORM

The Town will accept sealed proposals from qualified consultants to provide Zero Waste Consultant services. This solicitation aligns with the Town's broader commitment to sustainability and community-driven solutions and seeks a consultant who can help translate the Town's vision into actionable Zero Waste programs, education, and policy initiatives.

As part of the scope, the selected consultant shall prepare a comprehensive Zero Waste Implementation Plan, to be completed and presented to Town staff, Town Council **and the Zero Waste Advisory Board** within six (6) months of the award date.

Proposals shall include all associated costs, including professional fees, insurance, and any materials or resources necessary to perform the required services, as well as pricing for a minimum of one Town Council presentation and hourly rates for additional services to be activated at the Town's request.

The undersigned hereby submits the following cost proposal:

A. Proposal Price (Turnkey – All-Inclusive Price for entirety of Phase I as detailed herein)

\$ 35,000

B. Hourly Rate(s) for Additional Consulting Services (Phase II)
(only if activated in writing by the Town via contract addendum)

Principal \$200, Technical Analysis \$175, Outreach & Education Assistance \$150
Hourly Rate: \$ **/ hour**
(attach additional position rates as applicable)

I have attached a **detailed breakdown of this price proposal**, prepared in accordance with the specifications herein (ref Section 4: Proposal Format, item "F").

Check one:

- Yes (detailed price proposal attached) - see page 17 of the proposal
 No (detailed price proposal not attached)

Note – Rates for Additional Professional Services

If it should become necessary for the Town of Southwest Ranches to request the Consultant to render any additional services to supplement those requested in this RFP, such additional work shall only be performed if set forth in an addendum to the contract between the Town and the Consultant. Any such additional work agreed to between the parties shall be performed at the same hourly rates set forth in the final negotiated agreement.

Proposer Name: Abbe & Associates LLC dba Zero Waste Associates

Authorized Representative (Print): Ruth Abbe, Principal

Signature: 

Date: 10-15-25

OFFEROR'S QUALIFICATION STATEMENT
[Please print clearly]

NAME: Abbe & Associates LLC dba Zero Waste Associates

ADDRESS: 1028 Fair Oaks Avenue, Alameda CA 94501

FEIN: 46-5630095

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: Ruth Abbe

PROPOSER'S NAME: Ruth Abbe

PROPOSER'S ADDRESS: 1028 Fair Oaks Avenue, Alameda CA 94501

PROPOSER'S PHONE NUMBER: Office: _____ Cell: 415-235-1356

PROPOSER'S EMAIL ADDRESS: ruth.abbe@abbeassociates.com

By: _____

Abbe & Associates LLC
Name of Corporation/Entity

1028 Fair Oaks Avenue, Alameda CA 94501
Address of Corporation/Entity

Ruth Abbe
Signature of President or Authorized Principal

By: Ruth Abbe

Title: Principal

(If the Proposer is a Corporation, affix corporate seal)



**If you're not for Zero Waste...
How much waste are you for?**

Proposal to Provide Zero Waste Consultant Services to the Town of Southwest Ranches, Florida

RFP No: 25-22 – ZERO WASTE CONSULTANT (RE-ISSUE)
October 15, 2025



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A. Cover Letter - Company Information

October 15, 2025

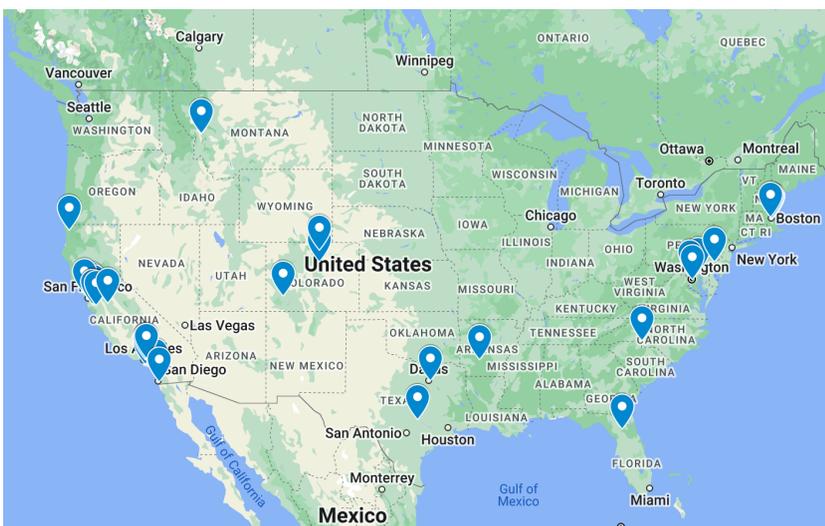
Christina Semeraro, Procurement Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Email: csemeraro@swranches.org

Dear Procurement Officer Semeraro:

We are pleased to submit our response to the Request for Proposals (RFP) No. 25-22 to provide Zero Waste Consultant Services to the Town of Southwest Ranches (Town). We have assembled a world-class team of Zero Waste experts to help move the Town from a linear economy to a circular economy.

We understand that the Town is committed to preserving its unique character while advancing sustainability goals that reduce environmental impact, promote responsible waste management, and engage residents in Zero Waste practices. This initiative will support the Town in achieving its broader objective of fostering long-term environmental stewardship through inclusive, actionable policies.

Our team is dedicated to Zero Waste planning, program implementation, and facility development. We have supported communities across the country to plan and implement Zero Waste plans and programs. The map below illustrates over 25 Zero Waste plans developed by our team.



Zero Waste Plans Developed by Our Team

- | | |
|---------------------|------------------------|
| Alameda, CA | Long Beach, CA |
| Austin, TX | Los Angeles, CA |
| Baltimore, MD | Mecklenburg County, NC |
| Berkeley, CA | Menlo Park, CA |
| Boston, MA | Montgomery County, MD |
| Brookline, MA | Mountain View, CA |
| Broomfield, CO | Palo Alto, CA |
| Castro Valley, CA | Pasadena, CA |
| Dallas, TX | San Jose, CA |
| Delaware County, PA | Santa Monica, CA |
| Fort Collins, CO | Stanislaus County, CA |
| Gainesville, FL | Washington, DC |
| Lexington, MA | |

In addition to our national experience, our team is providing Zero Waste consulting services locally to the Miami-Dade County Department of Solid Waste Management.

We have done extensive research on the collection, recyclables processing and composting opportunities in the region and documented local and regional examples of Zero Waste strategies.

We will hit the ground running with no learning curve. We offer the team with the most relevant Zero Waste experience and the energy and enthusiasm needed to address the challenges on the path to Zero Waste.

As the project manager for this assignment, I am authorized to obligate our team to perform the commitments contained in this proposal. Please do not hesitate to contact me at 415.235.1356 or Ruth.Abbe@abbeassociates.com if you have any questions about our proposal.

Very truly yours,

A handwritten signature in black ink that reads "Ruth C. Abbe". The signature is written in a cursive style with a large initial "R".

Ruth C. Abbe, Principal
Abbe & Associates LLC dba Zero Waste Associates

B. Qualifications and Experience



Zero Waste Associates is a full-service management consulting firm specializing in Zero Waste planning, program development, economic analysis, collection and processing procurement,

contract negotiations, and stakeholder engagement. We work with municipal clients, special districts, and institutional and commercial generators to plan and implement the social and physical infrastructure needed to reach Zero Waste.

Our principals are Board Members of Zero Waste USA, the U.S. National Affiliate of the Zero Waste International Alliance. We support municipalities across the country to embrace and achieve Zero Waste following the internationally peer-reviewed definition of Zero Waste and the Zero Waste Hierarchy, as codified by the Zero Waste International Alliance.

We have extensive experience working with communities and institutions to develop Zero Waste plans and programs similar to those requested by the Town. The following table summarizes recent Zero Waste planning projects undertaken by our team.

Our services include

- Sustainability services, including Zero Waste planning and greenhouse gas accounting
- Stakeholder engagement, outreach and education
- Waste prevention, reuse, and recycling, including processing and recovery facilities and marketing recovered materials
- Local and regional integrated waste management master plans
- Economic, environmental, and feasibility analyses
- System and facility procurements
- Organics management
- Collection efficiency studies, rate review, and hauler procurements and negotiations assistance
- Diversion and disposal studies
- Waste composition and generation projections
- Waste reduction technical assistance to large commercial and institutional generators

Project	Stakeholder outreach	Equity and inclusion	Program/ financial analysis	Greenhouse gas analysis
Austin Resource Recovery Plan	✓	✓	✓	✓
Baltimore Fair Development Plan for Zero Waste	✓	✓	✓	✓
Boston Zero Waste Plan	✓		✓	✓
Broomfield Zero Waste Action Plan	✓		✓	
Gainesville Zero Waste Pathway			✓	✓
Miami-Dade County Zero Waste Master Plan	✓	✓	✓	✓
Palo Alto Zero Waste Strategic Plan	✓		✓	✓
San Francisco Zero Waste Assistance & Analysis	✓		✓	
San José Zero Waste Element	✓	✓	✓	✓
Zero Waste DC Plan	✓	✓	✓	✓

B1. Key Team Members

This section provides brief resumes for Key Team Members.



Ruth Abbe | Project Manager

Ruth Abbe is a senior management consultant with over 25 years of experience in program planning and implementation, facility and collection procurement, contract negotiation, financial analysis, and stakeholder engagement. As president of Zero Waste USA, she is a national leader in Zero Waste planning and works with municipalities across the country to develop the social and physical infrastructure to achieve Zero Waste.

Ruth has worked with more than 100 communities and private sector clients to plan and implement their recycling, organics, and construction and demolition debris programs and Zero Waste strategies. She has provided Zero Waste planning and program implementation services to the cities of Austin and Dallas (TX), Baltimore (MD), Boston, Brookline, and Lexington (MA), Fort Collins (CO); Washington (DC); Berkeley, Los Angeles, Mountain View, Palo Alto, Pasadena, San Francisco, and San José (CA). She has assisted the cities of Austin (TX), Fort Collins (CO), and Los Angeles (CA) to evaluate the feasibility of implementing their mandatory recycling and composting ordinances. She is leading the Zero Waste Associates team on the Miami-Dade Zero Waste Master Plan.



Richard Ramcharitar | Community & Stakeholder Engagement

Richard is the Lead Organizer of a grassroots community group, Broward Clean Air. He is involved in environmental stewardship and educating various community stakeholders including elected officials about incinerators, landfills, and Zero Waste alternatives and measures such as Zero Waste education, municipal programs, policies, initiatives, composting and infrastructure to help build a sustainable circular economy in South Florida cities and throughout the state with an objective of achieving a 75 percent recycling goal

by 2030 in 67 counties. Richard is a Zero Waste Associate. He is trained to support communities, businesses, and institutions in embracing and achieving Zero Waste and he will work with a team of experienced certified Zero Waste consultants to work on Zero Waste plans for South Florida cities. He is currently supporting the Zero Waste Associates team conducting stakeholder outreach and program analysis for the Miami-Dade County Zero Waste Master Plan.



Amanda Rice Waddle | Policy & Program Analysis

Amanda is a Zero Waste consultant working with communities to build their Zero Waste Master Plans. Amanda lives in Gainesville, Florida with her husband and two daughters and has been instrumental in getting Gainesville and Alachua County on the path to Zero Waste through her volunteer work as co-chair of Zero Waste Gainesville. Amanda is also the Director of Zero Waste at The Repurpose Project, where she works with K-12 schools, small businesses, and events to get them on the path to Zero Waste.

Amanda also creates educational material on Zero Waste, plastic pollution, reuse, environmental and social justice related to plastic pollution, and Zero Waste communities. Amanda is also a co-instructor for Zero Waste USA's Zero Waste Associates classes. Amanda is especially interested in data management and modeling Zero Waste analytics for communities. Amanda's love of animals and connection to nature is what drives all of her sustainability work. Amanda worked for many years as a biologist and specifically studied American alligators and amphibian communities from north Florida through the Everglades. She has a deep understanding of natural systems, where nothing is wasted and this basic natural wonder is communicated through her Zero Waste work.



Randy Russell | Community Engagement & Program Analysis

Randall is a sustainable materials management specialist with expertise in resource conservation, Zero Waste planning, organics management, and developing recycling markets with a focus on local/state ordinance compliance programs and public-private partnerships.

He is currently managing the Miami-Dade Zero Waste Master Plan project for WSP and has supported Zero Waste Associates in Zero Waste planning projects for Berkeley, CA, San Jose, CA, and San Francisco, CA. Randall recently relocated to South Florida and resides in Broward County.

Integrating his technical expertise and proficiency for interpersonal communication, Randall has teamed on numerous projects that involve measuring impact, identifying reduction strategies, implementation, and program rollout. Randall has a proven professional track record and experience, comprehensive knowledge and expertise to undertake, analyze, develop, recommend implementation methodologies and complete the critical process required for usable and adaptable Integrated Zero Waste Plans.

He is certified to provide third-party verification of sustainable development with the Institute for Sustainable Infrastructure (Envision), Zero-Waste-To-Landfill analysis, and construction and demolition debris recovery with the Recycling Certification Institute.

B2. Example Projects

This section provides examples of similar work we have undertaken within the past five years.

Location:

Miami-Dade County, Florida

Timeline:

2025-2026

Contract Value

\$99,750 (Zero Waste Associates)

Client:

Miami-Dade County, Department of Solid Waste Management

Client Project Manager:

Nick Ciancio, Resilience Division Director, Department of Solid Waste Management,

Intergovernmental Affairs & Constituent Services

Nicholas.Ciancio@miamidade.gov

305-514-6066

Team Project Manager:

- Ruth Abbe, Zero Waste Associates
- Randall Russell, WSP

Key Deliverables:

- Zero Waste Master Plan
- Stakeholder engagement
- Community survey
- Policy & program analysis
- Goals and milestones
- Implementation plan

Miami-Dade County Zero Waste Master Plan



As a subconsultant to WSP, Zero Waste Associates is providing Zero Waste consulting services to the Miami-Dade County for the development of its Zero Waste Master Plan.

During Phase 1, our team has developed the Zero Waste Master Plan outline, situation report, draft framework, and has identified over 30 Zero Waste initiatives to be evaluated for countywide implementation.

We have also developed the engagement plan to identify and map the stakeholders, plan and implement the workshops, conduct stakeholder interviews and regional committee meetings, and develop guidelines and talking points, community surveys, and presentations. The engagement plan will launch in August 2025 and the planning process is anticipated to conclude by August 2026.

During Phase 2, our team will conduct focus groups, participate in workshops and subgroup meetings, assist WSP in conducting research and analysis, and support the development of project deliverables. Special topics to be evaluated will include:

- Organics processing infrastructure
- Food recovery
- Recycling of additional materials
- Waste reduction, reuse, repurpose and repair
- Construction and demolition debris deconstruction, reuse and recycling
- Extended producer responsibility
- Household hazardous waste, electronics, and appliances
- Greenhouse gas emissions analysis
- Economic analysis

Location:

Lexington, Massachusetts

Timeline:

2022-2023

Contract Value

\$20,000

Client:

Town of Lexington

Client Project Manager:

David Pinsonneault, Director

Department of Public Works

Town of Lexington

201 Bedford Street

Lexington, MA 02420

dpinsonneault@lexingtonma.gov

781-274-8314

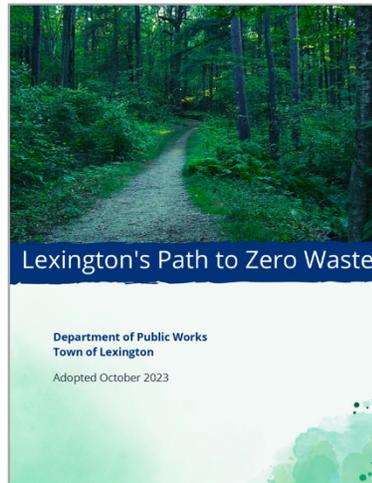
Team Project Manager:

- Ruth Abbe

Key Deliverables:

- Zero Waste Plan
- Stakeholder Outreach
- Current program analysis
- Townwide survey
- Town Hall workshops
- Zero Waste Committee meetings
- Policy & program analysis
- Goals and milestones
- Implementation plan

Lexington Zero Waste Plan



Lexington Town Meeting adopted a Zero Waste Resolution in April 2022 that called for the Town to adopt and model the guiding principles of Zero Waste as overarching goals for the community and all municipal and school operations; and to develop a Zero Waste Plan as soon as possible.

For this project, we met regularly with the Town's sustainability staff and Zero Waste Advisory Committee, conducted stakeholder interviews, listening sessions and an on-line survey; reviewed current programs and identified service opportunities; analyzed potential new or expanded policies, programs and infrastructure; prepared planning cost estimates and an implementation plan; and presented the findings and recommendations at Town Hall workshops and before the Town Meeting.

Twenty-two Zero Waste initiatives were identified for implementation in the short-term (1-3 years), medium-term (4-7 years) and long-term (8-10 years).

The Zero Waste initiatives were grouped into seven categories to evaluate their potential impacts, planning level costs, and strategies for implementation.

- Product Policies & Programs
- Deconstruction, Construction & Demolition Recycling Requirements
- Expand Infrastructure at Hartwell
- Lead by Example
- Outreach & Education
- Changes to the Collection System
- Technical Assistance & Enforcement

Implementation of the Zero Waste initiatives identified in the plan has the potential to increase Lexington's overall diversion rate from 60% to 90%.

Link to Zero Waste Plan:

<https://www.lexingtonma.gov/1267/Zero-Waste>

Location:

Palo Alto, California

Timeline:

2017-2022

Contract Value

\$500,000 total

\$88,000 Zero Waste Plan

Expenditure:

\$342,000 total

\$60,400 Zero Waste Plan

Client:

Palo Alto Department of Public Works, Environmental Services Division

Client Project Manager:

Paula Borges, Zero Waste Manager
City of Palo Alto
3201 East Bayshore Road
Palo Alto, CA 94303
Paula.Borges@cityofpaloalto.org
408.396.0591

Team Project Manager:

- Ruth Abbe

Key Deliverables:

- Zero Waste Plan
- Stakeholder Outreach
- Current program analysis
- Materials Characterization
- Policy and Program Planning
- Refuse Contracting Options Analysis
- Contract Development Support
- Environmental Documentation
- Technical assistance in support of mandatory recycling and composting ordinance
- Food waste reduction and food recovery research

Palo Alto Zero Waste Plan and Technical Support



We assisted the City of Palo Alto in planning and implementing the policies and programs needed to reach its goal of 95% diversion of materials from landfills by 2030, and 80% reduction of greenhouse gases by the same year. To identify needed new policies, programs and infrastructure, we conducted a citywide materials characterization study and single family residential “capture rate” study. Through the capture rate study, we determined that 86% of recyclables and 83% of organics were being diverted from disposal through the City’s collection programs. Specific material types, such as plastic and food were captured at a lower rate (62% and 46% respectively). We conducted stakeholder interviews and citywide workshops to obtain input on potential new or expanded Zero Waste initiatives. We prepared the 2018 Zero Waste Plan which was an update to the original plan that we prepared in 2007. The new plan identified 48 Zero Waste initiatives for implementation in the short-term 2018-2019, medium-term 2020-2026, and long-term 2027-2030.

We assisted the City in identifying contracting options for extending its collection contract and negotiating a new processing contract. We are now supporting the City by providing on-site technical assistance to help implement the City’s mandatory recycling and composting ordinance. We are also conducting research to identify options for food waste reduction and food recovery and will assist the City in its development of a new ordinance requiring surplus food generators to reduce wasted food and donate surplus food to food recovery organizations.

Link to Zero Waste Plan:

<https://www.cityofpaloalto.org/civicax/filebank/documents/66620>

Location:

Washington, DC

Timeline:

2022-2023

Contract Value

\$227,950

Client:

Office of Waste Diversion,
District of Columbia

Client Project Manager:

Sarah Hofman-Graham
2000 14th Street NW, 6th Floor
Washington, DC 20009
Sarah.hofman-graham@dc.gov
202-710-3969

Team Project Manager

- Ruth Abbe

Key Deliverables:

- Zero Waste Plan
- Zero Waste Framework
- Public Workshops
- Policy & program analysis
- Cost-benefit analysis
- Goals and milestones
- Implementation plan

Zero Waste DC Plan



The District of Columbia Sustainable Solid Waste Management Amendment Act of 2014 established an Interagency Waste Reduction Working Group and charged it with producing and implementing a Zero Waste plan.

For this project, our work included: collecting and analyzing data to develop the draft Zero Waste Framework, developing the public

engagement strategy, conducting 20 public workshops, conducting a cost-benefit analysis, drafting Zero Waste DC Plan (analyzing 43 Zero Waste actions to be implemented through 2040) and Zero Waste DC Transformation Order (codifying the policies and programs).

The plan was designed to provide a unified and comprehensive strategy for sustainable solid waste management over the planning period of 2023 to 2040 and is intended to inform future policy development and decision-making at a leadership level.

The Zero Waste DC Plan, if implemented in full, will achieve the following by 2040:

- Reduction of the citywide solid waste stream by 18%.
- A citywide solid waste diversion rate of 80% in achievement of the District Government Zero Waste goal.
- Annual greenhouse gas (GHG) emissions reductions of 1.38 million MTCO_{2e}.
- Creation of nearly 300 green jobs within District Government and inject \$67 million in financial assistance and incentives into the community.

Link to the Zero Waste Plan:

<https://zerowaste.dc.gov/zwdcplan>

C. Task and Deliverables Work Plan

This section describes our approach to the specific tasks identified by the Town in the Request for Proposals.

Phase I Adoptable Zero Waste Plan

Stakeholder Interviews, Listening Sessions and On-line Survey

For this task, we will conduct interviews with Town staff and conduct listening sessions with key stakeholders (which could include school representatives, community organizations, business representatives, environmental and environmental justice organizations, and local and regional service providers).

We will prepare an on-line survey for distribution by the Town, to gather public input on the barriers and opportunities for reducing waste and increasing recycling and composting in Southwest Ranches.

Deliverables:

- 10 interviews or listening sessions
- Summary notes, documenting outcomes
- On-line survey and summary memo of survey results

Meeting 1 - Introduction to Zero Waste and Guiding Principles

We will kick-off the project with an overview of Zero Waste planning and present sample goals and guiding principles for the plan. We will discuss the goals of the project and the goals of the plan. At this meeting, we will also receive input from the Town to identify specific areas of research to be undertaken and review the information request.

We recommend close coordination with the Zero Waste Advisory Board to guide our work. These meetings could be conducted with the Advisory Board and stakeholders from representative groups or non-profits.

We anticipate conducting two on-line Town Hall meetings open to the public, based on project milestones.

Deliverables:

- Agenda and presentation materials
- Sample goals and guiding principles
- Zero Waste Planning Checklist and Service Opportunities
- Information request
- Presentation at on-line Town Hall meeting

Meeting 2 - Review Zero Waste Planning Checklist and Service Opportunities

The Town staff and the Advisory Board will review the checklists results and discuss the service opportunities (new or expanded policies, programs and infrastructure) and provide direction for the Zero Waste initiatives to be included for evaluation in the plan. Based on information provided by Town staff and other available research, we will prepare a situation report.

Deliverables:

- Agenda and presentation materials
- Situation report based on current programs, diversion and destructive disposal data

Meeting 3 - Prioritize Zero Waste Initiatives

At this meeting, Town staff and the Advisory Board will review the Zero Waste initiative descriptions and prioritize them for inclusion in the plan. Each initiative description will include a description and regional and national examples from other communities with similar demographics or existing conditions. We will discuss timing for implementation (short-, medium- and long-term), planning level costs, funding and action steps. Town staff and the public will give guidance for the development of the draft plan elements.

Deliverables:

- Agenda and presentation materials
- Zero Waste initiative descriptions
- Presentation at on-line Town Hall meeting

Meeting 4 - Review Draft Plan Elements

At this meeting, the Town staff and the Advisory Board will review and provide comments on the draft plan elements. This is anticipated to be a high-level action plan describing the background, initiatives and next steps for implementation. This document will be prepared using the Town's preferred format and style guidelines

Deliverables:

- Agenda and presentation materials
- Zero Waste Plan Elements
- Revised Zero Waste Plan Elements
- Diversion potential and greenhouse gas analysis
- Presentation of Zero Waste Plan to Town Council

Assumptions:

- The Town will provide us with background information on current services, outreach programs, diversion tonnages, and demographics.
- We will prepare meeting documents and agendas one week in advance of each meeting (to be posted and distributed in accordance with Town guidelines).
- Meetings will be conducted via Zoom (our platform) or another online meeting platform provided by the Town.
- We will provide planning level diversion and cost estimates for each of the initiatives selected by the Town.
- We will provide one draft and one revised Zero Waste Plan document, incorporating feedback from the public and Town staff.
- Costs will be billed based on project milestones.

Phase II Implementation Support

Our team provides implementation assistance to municipalities, institutions and businesses, including:

- Door-to-door outreach in support of recycling and compost collection
- Green Team training for municipalities, businesses, schools and faith organizations
- Development of outreach and education materials, including website design, fact sheets, FAQs, brochures, newsletters, email outreach and social media.
- Contract negotiation for collection and processing services
- Systems analysis and facility development
- Grant-writing, grant management and oversight

We would be delighted to support the Town in implementing any of the Zero Waste strategies identified in the Zero Waste Plan.

C1. Project Timeline

We understand that the Town anticipates completion of the Zero Waste Plan within six months of the award date. We propose regularly monthly meetings with Town staff and the Zero Waste Advisory Board focused on the project milestones. We will kick off the stakeholder engagement and first meeting in Month 1 and complete the final plan in Month 6. Depending on the noticing requirements of the Town Council, the presentation to the Town Council would occur in Month 6 or 7.

Task	Timeframe
Stakeholder Interviews On-line Community Survey	Month 1
Meeting 1: Guiding Principles On-line Town Hall	Month 1
Meeting 2: Zero Waste Checklist	Month 2
Meeting 3: Zero Waste Initiatives On-line Town Hall	Month 3
Meeting 4: Draft Plan Elements	Month 4
Draft Plan and Analysis	Month 5
Revised Plan and Analysis	Month 6
Presentation to Town Council	Month 6 or 7

D. Resources and Availability

Zero Waste Associates has a deep bench of Zero Waste professionals available to support the Town on the path to Zero Waste.

Our colleagues have a diverse skill set which include:

- Economic analysis
- Engineering support
- Procurement assistance
- Program analysis
- Planning and implementation
- Graphic design
- Website support
- Community-Based Social Marketing
- Zero Waste ambassador training

Two of our team members (Richard and Randall) are based in Broward County and can provide on-site support to the Town.

E. Client References

Our team members are Zero Waste practitioners who work every day to plan and implement Zero Waste policies, programs, and infrastructure. In the following tables, we have summarized recent project examples that demonstrate our ability to provide services similar to those requested by the Town.

While we maintain excellent relationships with all of our clients, the references that we have chosen to include here are especially relevant to the work that the Town is requesting consultant services for, and represents work that we are especially proud of.

REFERENCE 1		
Name of Client City of Boston, MA		
Contact Person Susan Cascino (retired)	Telephone Number 617-309-0335	Email susancascino@gmail.com
Dates of Service August 2017 - May 2019	Cost of Service \$148,000	
Brief Description of Services Provided We developed the Boston Zero Waste Plan , which included: organizing and facilitating meetings of the Zero Waste Advisory Committee, summarizing existing data, policies and programs, assessing waste reduction and diversion opportunities for residential, commercial, industrial, and institutional sectors, performing cost/benefit analyses, drafting the Zero Waste Plan and presentation materials, drafting a market and economic development strategy, and drafting public education case studies.		

REFERENCE 2			
Name of Client Department of Public Works, Town of Lexington, Massachusetts			
Street Address 201 Bedford Street	City Lexington	State MA	Zip Code 02420
Contact Person David Pinsonneault	Telephone Number 781-274-8314	Email Address dpinsonneault@lexingtonma.gov	
Dates of Service May 2022-October 2023	Cost of Service \$20,000		

Brief Description of Services Provided

We prepared the [Lexington Zero Waste Plan](#), which included: regular meetings with the Town’s sustainability staff and Zero Waste Advisory Committee,

stakeholder interviews, listening sessions and an on-line survey. We reviewed current programs and identified service opportunities; analyzed potential new or expanded policies, programs and infrastructure; prepared planning cost estimates and an implementation plan; and presented the findings and recommendations at Town Hall workshops and before the Town Meeting.

REFERENCE 3

Name of Client

City of Palo Alto, CA

Street Address	City	State	Zip Code
3201 East Bayshore Road	Palo Alto	CA	94303
Contact Person	Telephone Number	Email	
Paula Borges, Zero Waste Manager	408.396.0591	Paula.Borges@cityofpaloalto.org	
Dates of Service	Cost of Service		
August 2017 - May 2019	\$148,000		

Brief Description of Services Provided

We conducted a citywide materials characterization study and single family residential “capture rate” study. Through the capture rate study, we determined that 86% of recyclables and 83% of organics were being diverted from disposal through the City’s collection programs. Specific material types, such as plastic and food were captured at a lower rate (62% and 46% respectively). We conducted stakeholder interviews and citywide workshops to obtain input on potential new or expanded Zero Waste initiatives. We prepared the 2018 Zero Waste Plan which was an update to the original plan that we prepared in 2007. The new plan identified 48 Zero Waste initiatives for implementation in the short-term 2018-2019, medium-term 2020-2026, and long-term 2027-2030.

REFERENCE 4

Name of Client

Office of Waste Diversion, District of Columbia

Street Address	City	State	Zip Code
2000 14 th Street NW, 6 th Floor	Washington	DC	20009
Contact Person	Telephone Number	Email Address	
Sarah Hofman-Graham	202-710-3969	Sarah.hofman-graham@dc.gov	
Dates of Service	Cost of Service		
June 2022-June 2023	\$227,950		

Brief Description of Services Provided

We prepared the [Zero Waste DC Plan](#), which included: collecting and analyzing data to develop the draft Zero Waste Framework, developing the public engagement

strategy, conducting 20 public workshops, conducting a cost-benefit analysis, drafting Zero Waste DC Plan (analyzing 43 Zero Waste actions to be implemented through 2040) and Zero Waste DC Transformation Order (codifying the policies and programs).

REFERENCE 5

Name of Client

Zero Waste Division, City of Berkeley, California

Street Address	City	State	Zip Code
1201 Second Street	Berkeley	CA	94701

Contact Person	Telephone Number	Email
Leticia Jauregui, Division Director	510-377-4622	ljauregui@berkeleyca.gov

Dates of Service	Cost of Service
February 2023-Present	\$500,000

Brief Description of Services Provided

We prepared a Materials Characterizations Study classifying each materials stream (recycling, organics, refuse) into over 100 material types for each generator sector (single-family, multifamily commercial and self-haul). Estimated diversion and capture rate.

We are now preparing the Integrated Zero Waste Strategic Plan which includes: outreach and stakeholder engagement, operations review, transfer station feasibility study integration, Zero Waste programs, policies, and ordinances, Zero Waste Division staffing, program outreach and education recommendations, Zero Waste Division staffing, financial analysis, and Integrated Zero Waste Strategic Plan.

REFERENCE 6

Name of Client

Office of Sustainability, Delaware County, Pennsylvania

Street Address	City	State	Zip Code
201 W Front Street, Rm 209H	Media	PA	19063

Contact Person	Telephone Number	Email Address
Rebecca Yurkovich	484-846-2075	Yurkovichr@co.delaware.pa.us

Dates of Service	Cost of Service
December 2022-Present	\$215,000

Brief Description of Services Provided

We prepared the [Municipal Waste Management Plan – Delaware County’s Path to Zero Waste](#), which included: evaluating scenarios for long-term waste disposal, conducting extensive public outreach (including workshops, stakeholder meetings and focus groups), developing goals and objectives for the plan, conducting a

solid waste facility inventory, developing projections for waste quantity and composition, developing Zero waste initiatives, projecting potential diversion estimates and planning level costs, conducting a strategic analysis and life-cycle analysis.

F. Price

We propose to undertake the following tasks for the not-to-exceed budget of \$35,000. We are flexible about our approach and can modify our scope and budget based on the needs of the Town.

Task	Budget
Stakeholder Interviews, on-line survey	\$5,000
Meeting 1: Guiding Principles	\$4,500
Meeting 2: Zero Waste Checklist	\$4,500
Meeting 3: Zero Waste Initiatives	\$4,500
Meeting 4: Draft Plan Elements	\$4,500
Draft Plan and Analysis	\$7,000
Revised Plan and Analysis	\$5,000
Total Cost	\$35,000

Hourly rates:

Principal \$200

Technical Analysis \$175

Outreach & Education Assistance \$150

G. Value-Added Capabilities

Zero Waste Associates has a wide network of Zero Waste professionals operating regionally and nationally. We have undertaken smaller, competitively-priced projects and large, multi-year, multi-million engagements. We are deeply invested in the success of the local community. We believe that the Town can be a leader in Zero Waste and provide an example for other communities in Broward County. In addition to our professional consulting work in Zero Waste, we are educators and networkers and have conducted Zero Waste trainings locally, nationally and internationally. We look forward to collaborating with the Town and the Zero Waste Advisory Board on your path to Zero Waste.

H. Exceptions

We take no exceptions to the RFP or the sample agreement included in the RFP.

Other – Required Forms

Please find each of the required forms included in the RFP attached to this section.

- Offeror's Qualification Statement
- Price Proposal Form
- Drug Free Workplace
- Governmental Contact Information
- Anti-Lobbying Certification
- Acknowledgment of Conformance with O.S.H.A. Standards
- Proposer Experience
- Acknowledgement of Addenda
- Liability Claims (None)
- Form W-9
- Proof of Insurance
- 44 C.F.R. Part 18 - Certification Regarding Lobbying
- E-Verify Memorandum of Understanding
(Note that we have applied and are pending enrollment)
- Other Federal, State and Local Requirements

Notarized forms are included as a separate attachment.

- Disclosure of Ownership Interest Affidavit
- Disclosure of Ownership Interests
- Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes on Public Entity Crimes
- Non-Collusion Affidavit
- Anti-Lobbying Certification Form
- Certificate of Authority (If Individual / Sole Proprietor)
- Proposer Confirmation of Qualifications

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, 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 Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/26/2026
SUBJECT: Awarding a contract to RES FL Consulting LLC DBA E-Sciences for Implementation of NPDES MS4 Permit Requirements

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

The Town advertised RFQ: 26-006 – Implementation of NPDES MS4 Permit Requirements on February 3, 2026 soliciting sealed Statements of Qualifications from qualified firms to provide professional environmental consulting services for a multi-year contract for the annual implementation of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Broward County co-permittees, including the Town. Firms were required to demonstrate qualifications and experience in accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) and meet the qualifications stated in the RFQ.

On March 3, 2026, the Town received four (4) responses. On March 12, 2026, the Selection

Committee met and ranked based on the firm’s capabilities and knowledge of NPDES MS4 permit requirements, adequacy of personnel, approach and methodology, experience performing the services, designation as a Florida Certified MBE, client references and past record. The Selection Committee ranked the responses as follows:

Respondent	Rank
RES FL Consulting LLC DBA E-Sciences	1
Baxter & Woodman	2
The Betajones Group	3
Professional Service Industries (PSI)	4

The selected firm will provide professional services necessary to support the Town’s compliance with current and future MS4 permit requirements, including the application of professional judgment to interpret regulatory obligations, identify compliance needs, and recommend or perform appropriate actions to maintain permit compliance. Services may include, but are not limited to, the following general categories of work:

1. Assistance with implementation and ongoing administration of the Town’s Stormwater Management Program (SWMP)
2. Support for preparation, coordination, and submittal of required MS4 annual reports and related documentation
3. Review and evaluation of permit conditions, guidance documents, and regulatory updates affecting MS4 compliance
4. Professional analysis and recommendations related to stormwater quality, best management practices (BMPs), monitoring activities, and permit performance measures
5. Coordination with Broward County, regulatory agencies, and Town staff regarding MS4 compliance matters
6. Identification of emerging compliance obligations and recommended actions to address evolving regulatory requirements

The continuing contract will have a term of three (3) years, with two (2), one (1) year extensions by mutual agreement of both parties. During any authorized extension term, the Town Administrator may approve adjustments to the hourly rate schedule in accordance with the Consumer Price Index (CPI) methodology set forth in the Agreement not to exceed three (3) percent, upon receipt of sufficient documentation from the consultant supporting such adjustment.

Fiscal Impact/Analysis

Specific tasks, deliverables, schedules, and associated costs shall be defined and authorized through separate annual engagement letters or task work orders, negotiated in accordance with Section 287.055, Florida Statutes. Any such engagement shall be subject to the availability of appropriated funds, and the total amount authorized in any fiscal year shall not exceed the funds approved by the Town Council through the adopted budget. The Town reserves the right to adjust the scope of individual task assignments based on regulatory changes, operational needs, and available funding.

Staff Contact:

Rod Ley, P.E., Public Works Director

Emily Aceti, Community Services Manager

Christina Semeraro, MPA, NIGP-CPP, CPPO, CPPB, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/20/2026	Resolution
TSWR Agreement - RES-ESCIENCES - Vendor Executed	3/19/2026	Agreement

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RESOLUTION 2026 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION COMMITTEE’S RECOMMENDATION AND AWARDING A CONTINUING SERVICES AGREEMENT WITH RES FL CONSULTING LLC DBA E-SCIENCES FOR IMPLEMENTATION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town advertised RFQ: 26-006 – Implementation of NPDES MS4 Permit Requirements on February 3, 2026, soliciting sealed Statements of Qualifications from qualified firms to provide professional environmental consulting services for a multi-year contract for the annual implementation of the FDEP NPDES MS4 Permit for the Broward County co-permittees, including the Town; and

WHEREAS, on March 3, 2026, the Town received four (4) responses; and

WHEREAS, on March 12, 2026, the Town’s Selection Committee, at a publicly advertised meeting, reviewed and ranked the four (4) responses based on RFQ selection criteria listed; and

WHEREAS, the Selection Committee is recommending RES FL Consulting LLC DBA E-Sciences as the top ranked vendor in accordance with the terms of the RFQ; and

WHEREAS, the selected firm will provide professional services necessary to support the Town’s compliance with current and future MS4 permit requirements, including the application of professional judgment to interpret regulatory obligations, identify compliance needs, and recommend or perform appropriate actions to maintain permit compliance, and to assist the Town in responding to regulatory updates or modifications to MS4 permit requirements as may occur during the term of the Agreement; and

WHEREAS, specific tasks, deliverables, schedules, and associated costs shall be defined and authorized through separate annual engagement letters or task work orders, negotiated in accordance with Section 287.055, Florida Statutes, with services to be billed

in accordance with the negotiated hourly rate schedule established in the Agreement, which rates shall remain in effect unless otherwise approved by the Town; and

WHEREAS, any such engagement shall be subject to the availability of appropriated funds, and the total amount authorized in any fiscal year shall not exceed the funds approved by the Town Council through the adopted budget; and

WHEREAS, the continuing contract will have a term of three (3) years, with two (2), one (1) year extensions by mutual agreement of both parties; and

WHEREAS, during any authorized extension term, the Town Administrator may approve adjustments to the hourly rate schedule in accordance with the Consumer Price Index (CPI) methodology set forth in the Agreement not to exceed three (3) percent, upon receipt of sufficient documentation from the consultant supporting such adjustment; and

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

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

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

Section 2. The Town Council hereby approves the Selection Committee's selection of RES FL Consulting LLC DBA E-Sciences for Implementation of FDEP NPDES MS4 Permit Requirements.

Section 3. The Town Council hereby approves awarding a Continuing Contract with RES FL Consulting LLC DBA E-Sciences as set in Exhibit "A", which has been attached hereto and has been incorporated herein by reference.

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

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

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

Ranches, Florida, this ___ day of ___, 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
1001.037.2026

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**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

RES Florida Consulting, LLC dba E-Sciences Inc.

This Agreement is entered by and between the Town of Southwest Ranches ("Town") with an address at 13400 Griffin Road, Southwest Ranches, FL 33330 and RES Florida Consulting, LLC dba E-Sciences Inc. ("Consultant") with an address at 6575 West Loop South Suite 300, Bellaire, TX, 77401 for NPDES MS4 Annual Services with the addition of the following specific terms:

SECTION 1. DEFINITIONS

- 1.1 Agreement: Means this document between the Town and the Consultant dated _____ and any duly authorized and executed Amendments to Agreement.
- 1.2 Consultant: RES Florida Consulting, LLC dba E-Sciences Inc., the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 Contract Administrator: The Public Works Director of the Town of Southwest Ranches or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 Notice to Proceed: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.5 Project: An agreed scope of work for accomplishing a specific plan or development. The services to be provided by the Consultant shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects.
- 1.6 Task Order: A document setting forth a negotiated detailed scope of services to be performed by the Contactor at fixed contract prices in accordance with this Agreement between the Town and the Consultant.
- 1.7 Town: The Town of Southwest Ranches, a Florida municipality.

SECTION 2. EFFECTIVE DATE

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

SECTION 3. INITIAL CONTRACT PERIOD AND RENEWAL

The initial term of this agreement shall be three (3) years from the date of this agreement. The Town shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same term, conditions, and compensation set forth herein.

Hourly rates set forth in Exhibit "A" shall remain firm and fixed for the initial contract term. During any renewal term, adjustments to hourly rates may be considered annually; however, in no event shall any positional hourly rate increase by more than the lesser of the Consumer Price Index for All Urban Consumers (CPI-U), South Region, or three percent (3%) per contract year. Under no circumstances shall rate adjustments be automatic, and any proposed increase shall be subject to prior written approval by the Town Administrator.

SECTION 4. PRODUCTS, SERVICES, AND PRICING

- 4.1 The Project will be divided into “Tasks.” Task Orders shall be prepared by the Consultant and approved by the Town defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable Town code requirements.
- 4.2 Prior to initiating the performance of any services under this Agreement, the Consultant must receive a written Notice to Proceed/ Purchase Order from the Town.
- 4.3 The Consultant shall perform the services described in the Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 4.4 The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order. Town agrees to pay the Consultant as compensation for performance of a services as related to each Task Order under the terms of this Agreements and Not to Exceed amount as agreed upon per Task Order. It is agreed that the method of compensation is that of “Not to Exceed Amount” which meant that the Consultant shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total.

The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit “A” to this Agreement. No modification, amendment, or alteration to Exhibit “A” shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the Town and Consultant.

No reimbursable expenses are anticipated under this Agreement. Any reimbursable expenses shall require the Town’s prior written approval and shall be limited to actual, reasonable, and necessary out-of-pocket costs incurred in the performance of the Services, without mark-up or profit, and supported by itemized invoices and receipts acceptable to the Town.

The Town or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under the Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and equal dignity herewith, prior to any deviation from the term of the Task Order including the initiation of any additional services.

- 4.5 The Consultant shall submit invoices, which are identified by the specific Agreement and Task Order number on a monthly basis in a timely manner for all costs attributable to the Project. The invoice shall identify the nature of the work performed for the Task Order, the total hours actually worked, and the labor category performing the same. The Town shall compensate the Consultant only for hours actually worked and approved by the Town in accordance with the applicable Task Order. No payment shall be made for estimated, unworked, minimum, or standby hours unless expressly authorized in writing by the Town.
- 4.6 The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. The Town shall review the Consultant’s invoices and, if inaccuracies or errors are discovered in said invoice, the Town will inform the Consultant within ten (10) working days by email for such inaccuracies or error and request that revised copies of all such documents be re-submitted by the Consultant to the Town.
- 4.7 Electronic payments can be made; for banking information please contact receivables@res.us. Check payments can be mailed to the Consultant at:

RES Florida Consulting, LLC dba E-Sciences Inc.
6575 West Loop South Suite 300
Bellaire, TX 77401

SECTION 5. SITE-SPECIFIC DETAILS HERE (AS APPLICABLE)

The following is a list of services that may be required on an as-needed basis as requested by the Town. The list shall not be construed as an exclusive list of activities that the Consultant may be engaged in. The Town shall have the right, at its discretion, to require additional services that are consistent with the scope of services and those activities typically performed by an environmental engineering consultant and for which has experience, is qualified, and able to perform. All such services shall be performed at the approved hourly positional rates set forth in Exhibit “A,” as applicable and as approved by the Town.

- 5.1 Prepare permit applications and attend meetings with various permit agencies.
- 5.2 Make written or verbal reports to the Town Commission, County Commission, and State regulatory agencies.
- 5.3 Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications.
- 5.4 Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines.
- 5.5 Assist the Town in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations, and ordinances.
- 5.6 Provide testing or monitoring services with respect to environmental measurements.
- 5.7 Wetland delineations.
- 5.8 Environmental / social justice evaluations.
- 5.9 Water quality evaluations.
- 5.10 Nutrient removal calculations for stormwater systems.
- 5.11 Similar and directly related services not specifically listed.

SECTION 6. NOTICE

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC

200 South Andrews Avenue, Suite 601
Fort Lauderdale, Florida 33301

If to Consultant:

ATTN: Rachel E. Vitek
RES Florida Consulting, LLC dba E-Sciences Inc.
312 SE 17th Street, Suite 200
Fort Lauderdale FL, 33316
Phone: 954-484-8500

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. MODIFICATION

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

SECTION 9. FUND AVAILABILITY AND USE OF CONSULTANT

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER

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

SECTION 11. AUDITING, RECORDS, AND INSPECTION

11.1 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 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.

11.2 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, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

- 11.3 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 Contract and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. 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 the Consultant does not transfer the records to the Town.
- 11.4 Upon completion of the Contract, Consultant agrees, at no cost to Town, to transfer to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the 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.
- 11.5 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 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 12. INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the 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 attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

SECTION 13. BUDGETARY CONSTRAINTS

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

SECTION 14. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Consultant certifies that the company is not participating in a boycott of Israel. Consultant also certifies that Consultant is not on the Scrutinized Companies that Boycott Israel

list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

SECTION 15. INSURANCE

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

All Insurance Policies shall name and endorse the following as an additional named insured: Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 6

All Insurance Policies shall be endorsed to provide that (a) Consultant’s Insurance is primary to any other Insurance available to 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 who 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 Agreement.

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

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 Five Hundred Thousand Dollars (\$500,000) for each incident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business 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 completed operations for contracts, contractual liability, broad form contractual coverage, 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.

Consultant shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement

and, at any time thereafter, upon request by Town. 6.8 Consultant's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.

Notice shall be sent to: Town of Southwest Ranches 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 6.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

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.

The Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement 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.

If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Consultant's renewal policies.

UPON EXECUTION OF THIS AGREEMENT, CONSULTANT SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE AGREEMENT.

The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

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

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

SECTION 16. INSPECTOR GENERAL AND ETHICS

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

SECTION 17. ANTI HUMAN TRAFFICKING

Pursuant to Florida Statute § 787.06(13): All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the Town, must have an officer or representative fully execute the corresponding affidavit herein.

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

(2 CFR 200 APPENDIX ii COMPLIANCE):

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

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

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

B. EQUAL EMPLOYMENT OPPORTUNITY

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

C. DAVIS-BACON ACT REQUIREMENTS

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

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

E. FEDERAL CLEAN AIR AND WATER ACTS

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

F. SUSPENSION AND DEBARMENT

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

G. ANTI-LOBBYING

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

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

H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

I. BUY AMERICAN ACT

The Consultant shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 – as amended and extended).

J. NONDISCRIMINATION

During the performance of this Agreement, Consultant agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Consultant submits a false affidavit or the Consultant violates the Act during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

M. CONFLICTS OF INTEREST

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

N. FLORIDA BUILDING CODE (FBC)

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

O. VIOLATIONS OF LAW

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

P. VERIFICATION OF EMPLOYMENT STATUS

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

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Consultants, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Consultant shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 1) All persons employed by a Consultant to perform employment duties within Florida during the term of the contract; and
- 2) All persons (including subvendors/subconsultants/subcontractors) assigned by Consultant to perform work pursuant to the contract with the Town of Southwest Ranches. The Consultant 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 Consultant 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. Consultant 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 Consultant 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 as a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

R. PROCUREMENT OF RECOVERED MATERIALS

Consultants shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

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

T. 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 Consultant, 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 CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: RES Florida Consulting, LLC dba E-Sciences Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 18 day of March 2026.

WITNESSES:

N/A – Executed electronically

RES Florida Consulting, LLC dba E-Sciences Inc.:

By: Jana Ash
Jana Ash, Sci IV (title)
18 day of March 2026

Signed
Jana Ash 18/03/2026 3:20 PM

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
1001.2026.033

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Exhibit “A”
Negotiated Rate Schedule



2026 Fee Schedule - SWR

Personnel

<u>Category</u>	<u>Hourly Rate</u>
Director	\$280
Regulatory Manager	\$280
Project Manager, Senior	\$263
Project Manager IV	\$225
Project Manager III	\$195
Project Manager II	\$180
Project Manager I	\$140
Assistant Project Manager	\$110
Estimator	\$120
Ecologist V/Geologist V/Scientist V	\$260
Ecologist IV/Geologist IV/Scientist IV	\$210
Ecologist III/Geologist III/Scientist III	\$170
Ecologist II/Geologist II/Scientist II	\$125
Ecologist I/Geologist I/Scientist I	\$105
Restoration Manager	\$120
Restoration Supervisor	\$110
Restoration Technician I	\$90
Engineer V	\$275
Engineer IV	\$250
Engineer III	\$210
Engineer II	\$160
Engineer I	\$125
Surveyor, Senior	\$165
Survey Technician	\$125
GIS-CAD III	\$205
GIS-CAD II	\$160
GIS-CAD I	\$125
Administrative Staff	\$93

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

PES Florida Consort does not:

(Name of Company)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
and
5. Has not engaged in business operations in Cuba or Syria.

Organization:

Street address: 312 SE 17th Street Suite 200

City, State, Zip: Fort Lauderdale, FL 33316

Certified By: Justin Freedman

(type or print)

Title: General Manager

Signature:  Date: March 16th 2026

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 16th, 2026 Signed: 

Company Name: DES Florida Consult Name: Justin Freedman

Title: General Manager

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Anti Human trafficking.—

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

_____ does not use coercion for labor or services as defined in FL § 787.06.

(Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 16th, 2026

Signed: 

Company Name: RES Florida Consulting, LLC

Name: Justin Freedman

Title: General Manager

Notarization requirement for above-referenced forms:

State of Florida

County of

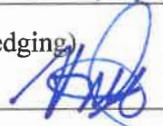
The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this 16 day of March, 2026,

by Justin Freedman (name of person

acknowledging)



Notary Public

Hadit Aponte

(Print Notary Name)

State of Florida at Large

My Commission Expires: 5/31/2026

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



HADIT A. APONTE
Notary Public
State of Florida
Comm# HH269427
Expires 5/31/2026



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, *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 Breikreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/26/2026
SUBJECT: Surtax Funding Agreement between Broward County and Town of Southwest Ranches for the FY 2026 Formula-Based Funding Allocation for Resurfacing and Swale Regrading in Green Meadows

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County voters approved a 30-year, one percent sales surtax for transportation in November 2018. The Town and Broward County executed an Interlocal Agreement (ILA) via Resolution 2018-073, which earmarked a minimum of 10% of the SURTAX to fund submitted municipal projects that meet eligibility requirements and are prioritized by the MPO.

Pursuant to Resolution 2019-054 adopted on August 22, 2019, the County and Town amended the ILA to clarify the definition of eligible projects, change the date of municipal

project prioritization, create a Five-Year Plan to include all projects for approval by the Oversight Board, and remove responsibility for prioritizing projects from MPO staff.

Pursuant to Resolution 2021-035, the County and Town approved a Second Amendment to the agreement to amend the application process for municipal projects, amend the criteria for street lighting, landscaping, fiber optic, parking, road improvements and sound walls, amend the requirements for drainage projects, and amend the evaluation and ranking process and criteria.

Pursuant to Resolution 2025-062, the Town and Broward County adopted the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, which established Formula Allocations and the process for Surtax Municipal Rehabilitation and Maintenance Projects (R&M) and Micro-Transit (MT). Per Section 4.3 of the Amended and Restated Third Amendment, each municipality receives Formula Allocation for Micro-Transit (MT) and/or Rehabilitation and Maintenance (R&M) projects. For FY2026, the funding available for each municipality is indicated in Exhibit B of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment).

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program with the goal of preserving and extending the life of the Town's paved streets. Depending on existing road conditions, construction costs include new pavement surfacing, truing and leveling, full depth reclamation and/or rehabilitation, and drainage swale improvements.

The Town of Southwest Ranches applied for \$485,358 of its \$485,358 formula allocation, and per Section 4.3.7 of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement, this amount will be issued as a lump sum payment within forty-five (45) days of this memorandum, consistent with the 2025 ILA/Third Amendment. Formula-based Funding must supplement and not supplant existing non-Surtax municipal funding for R&M activities.

The funds will be used to supplement the \$1,504,160 (101-5100-541-63280 Municipal Transportation Budget (Infrastructure-Road Pave/TSDOR: Non-Surtax) the Town budgeted in Fiscal Years 2025 and 2026 for construction of the shovel-ready project in the Green Meadows Neighborhood (SW 164th Terr, SW 163rd Ave, SW 162nd Ave, SW 53rd St, SW 49th St, Stirling Rd from Dykes Rd to SW 166th Ave, SW 61st St, SW 62nd St, SW 63rd Mn, SW 64th St, SW 69th St) as per the Drainage and Infrastructure Advisory Board recommendation.

Fiscal Impact/Analysis

The Town anticipated and budgeted an estimated amount of \$500,000 for this award in the Adopted Fiscal Year 2025-2026 Municipal Transportation Budget Account 101-5100-541-63285 (Infrastructure-Roadway Paving Surtax).

Staff Contact:

Emily Aceti, Community Services Manager
Rod Ley, P.E., Public Works Director
Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/20/2026	Resolution
Agreement	3/6/2026	Agreement

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RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FOUR HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$485,358.00) FOR A TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION PROJECT IN THE GREEN MEADOWS NEIGHBORHOOD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County voters approved a 30-year, one percent sales surtax for transportation in November 2018; and

WHEREAS, the Town and Broward County executed an Interlocal Agreement (ILA) via Resolution 2018-073, which earmarked a minimum of 10% of the SURTAX to fund submitted municipal projects that meet eligibility requirements; and

WHEREAS, pursuant to Resolution 2025-062, the Town and Broward County adopted the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, which established Formula Allocations and the process for Surtax Municipal Rehabilitation and Maintenance Projects (R&M) and Micro-Transit; and

WHEREAS, per Section 4.3 of the Amended and Restated Third Amendment, each municipality receives Formula Allocation for Micro-Transit and/or R&M projects; and

WHEREAS, for Fiscal Year 2026, the funding available for Southwest Ranches as indicated in Exhibit B of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement totaled Four Hundred Eighty-Five Thousand Three Hundred Fifty-Eight Dollars and Zero Cents (\$485,358.00); and

WHEREAS, the Town of Southwest Ranches applied for Four Hundred Eighty-Five Thousand Three Hundred Fifty-Eight Dollars and Zero Cents (\$485,358.00) of its Four Hundred Eighty-Five Thousand Three Hundred Fifty-Eight Dollars and Zero Cents (\$485,358.00) formula allocation; and

WHEREAS, per Section 4.3.7 of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement, this amount will be issued as a lump sum payment; and

WHEREAS, formula-based Funding must supplement and not supplant existing non-Surtax municipal funding for R&M activities; and

WHEREAS, the Town anticipated and budgeted an estimated amount of \$500,000 for this award in the Adopted Fiscal Year 2025-2026 Municipal Transportation Budget Account 101-5100-541-63285 (Infrastructure-Roadway Paving Surtax); and

WHEREAS, the Town will utilize the funds for the shovel-ready Transportation Surface and Drainage Ongoing Rehabilitation project in the Green Meadows Neighborhood (SW 164th Terrace, SW 163rd Avenue, SW 162nd Avenue, SW 53rd Street, SW 49th Street, Stirling Road from Dykes Road to SW 166th Avenue, SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, SW 69th Street) as per the Drainage and Infrastructure Advisory Board recommendation; and

WHEREAS, the Town’s Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Broward County for Four Hundred Eighty-Five Thousand Three Hundred Fifty-Eight Dollars and Zero Cents (\$485,358.00) to complete the TSDOR Project as outlined in the Agreement attached hereto as Exhibit “A”.

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

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

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

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

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.035.2026

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Cover Sheet

Surtax Funding Agreement for Town of Southwest Ranches

February 26, 2026

SFA between Broward County and Town of Southwest Ranches for the FY 2026 formula-based funding allocation associated with the municipal rehabilitation and maintenance projects requested in the application attached as Exhibit A, summarized in the table below:

MAP ID	PROJECT NAME	Surtax Amount Requested	CBE GOAL %
RMSWRA-004	Resurfacing and Swale Regrading	\$485,358	30%

The Town of Southwest Ranches is requesting to utilize the entire FY 2026 allocation of \$485,358.

For notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified below. Addresses and titles may be changed by the applicable Party giving notice.

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

FOR MUNICIPALITY:
 Russell Muñiz, Town Administrator
 13400 Griffin Road
 Southwest Ranches, FL 33330
 Email address: rmuniz@southwestranches.org

With a copy to:
 Broward County Attorney's Office:
 Attn: Nathaniel Klitsberg
 115 South Andrews Avenue, Room 423
 Fort Lauderdale, Florida 33301
 Email address: nklitsberg@broward.org

With a copy to:
 Municipal SPOC (Surtax Point of Contact)
 Emily Aceti
 (954) 343-7453
 Email address: eaceti@swranches.org

 Municipal Authorized Signatory

 Title

 Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

 County Authorized Signatory

 Date

Mobility Advancement Program Administrator

-Attachments-

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**STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED
MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS
(REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND
GRANT MATCH PROGRAM)**

These Standard Terms and Conditions (“Standard T&Cs”) shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) (“2025 ILA”) entered into between certain Broward County municipalities (each a “Municipality” and collectively, “Participating Municipalities”) and Broward County, a political subdivision of the State of Florida (“County”). County and the applicable Municipality may also be identified individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding (“Funding”) for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality’s request is referred to as an “Application” and includes the cover sheet to these Standard T&Cs with each applicable Party’s address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

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

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

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

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

- (a) the proposed solicitation;
- (b) the proposed contract(s); and
- (c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
 - (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
 - (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/> or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

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

ARTICLE 8. AUDITING

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

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with contract
- b) Compliance with the Code (including County’s code of ethics)
- c) Compliance with contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

"Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

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

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

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

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

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination (“Pre-termination Work”), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

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

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days’ prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality’s receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

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

10.3. Unless otherwise approved in advance in writing by County’s Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal

law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an “MUR” regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/>; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/>.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality’s Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

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

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

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County’s share of the fair market value or the straight-line depreciated value of the improvements plus land value. “County’s share of the fair market value” as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County’s share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms “herein” and “hereof” refer to these Standard T&Cs as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of these Standard T&Cs, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

Surtax Funding Request Form Rehabilitation and Maintenance Projects & Micro-Transit

The process for Surtax Municipal Rehabilitation and Maintenance Projects (R&M) and Micro-Transit (MT) was established pursuant to Section 4.3 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. If funding requests are accepted and eligible, they will be governed by funding agreement terms and conditions.

FY 2026

Municipality & Formula Allocation Amount: _____

Small Municipality Waiver (Sec 4.3.8) – include waiver approved by the elected body of Municipality with submission

Defer funding to Fiscal Year (Sec 4.3.5): _____ – include notification of intention to defer with submission

I. Funding Request: Micro-Transit (Sec. 4.3.6)

Check if your municipality will **not** request funding in this category

Micro-Transit Service Provider: _____ Contract amount for current Fiscal Year: _____ Micro-Transit Surtax Funding Request: _____

Municipality must submit Micro-Transit contract and Provider’s Certificate of Insurance, consistent with the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement.

II. Rehabilitation & Maintenance – Project #1

Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (visit Census.gov to find NAICS Codes)		
Specialty	NAICS Code	Percentage
		%
		%
		%
		%
		%
		%
		%
Total		%

III. Rehabilitation & Maintenance Project #2

Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (visit Census.gov to find NAICS Codes)		
Specialty	NAICS Code	Percentage
		%
		%
		%
		%
		%
		%
		%
Total		%

Disclaimer: The information below is not entirely visible within the application interface. It has been extracted solely for the purpose of displaying the details submitted by the municipality. No information has been changed by Broward County.

FY 2026 Formula Based Funding Application
Town of Southwest Ranches

Project #1

Project Description: Resurfacing and Swale Regrading

Location(s) and Limits: Green Meadows Neighborhood (SW 164th Terr, SW 163rd Ave, SW 162nd Ave, SW 53rd St, SW 49th St, Stirling Rd from Dykes Rd to SW 166th Ave, SW 61st St, SW 62nd St, SW 63rd Mn, SW 64th St, SW 69th St) as per plans.

Project Scope: The work included milling and resurfacing, asphalt overlay, limerock and roadway reconstruction, thermoplastic traffic striping, reflective pavement markers, signage, brush clearing, swale regrading and site restoration.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, 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: Emily Aceti, Community Services Manager
DATE: 3/26/2026
SUBJECT: East Coast Builders Change Orders - Southwest Meadows Sanctuary Park Improvement Project

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Pursuant to Resolution 2025-009 and Invitation For Bid 24-004, the Town entered into an agreement with East Coast Builders and Developers for \$2,182,000 for construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans.

The following Change Orders are presented:

Change Order 1: Additional Parking Lot Pole, Light & Wiring

Cost: \$4,000

Justification: The additional lighting was requested by the Town for additional coverage and security and meets the Town's Dark Skies Ordinance.

Change Order 2: Stamped Colored Concrete Exterior Slab

Cost: \$14,350

Justification: This improvement will match the aesthetics of the Rolling Oaks Barn. The Aster Knight Parks Foundation has reimbursed the Town for this expense.

Change Order 3: Credit for non-installation of 2,200 LF of PVC Fence

Credit: (\$15,400)

Justification: The Town initiated this change due to future development of the park. The Southwest Meadows Canal and Wetland Improvement project has limits that are immediately adjacent to the Southwest Meadows Sanctuary southern property line. Fencing along the southern property line would be affected by the future construction of the canal and wetland area. Additionally, there was fencing proposed between 4650 SW 163rd Avenue and the Southwest Meadows Park property. On-site observation revealed existing fencing and shrubs already installed by the owner of 4650 SW 163rd Avenue which allowed the team to eliminate the need to install that section of fencing.

Change Order 4: Credit for Non-Installation of Septic Tank & Drain Field

Credit: (\$20,000)

Justification: Due to required approvals from permitting agencies, the Town is required to install a grinder lift station and all necessary force main and appurtenances to provide a sanitary service connection for the project in lieu of the initially designed septic system and drainfield. This change order also includes an independent water service to the lift station due to City of Sunrise requirements as well as all additional electrical connections. This change order represents the credit for the installation of the originally designed septic tank and drainfield that were proposed to service the restroom facilities.

Change Order 5: Addition FPL Electrical Feed from Transformer

Cost: \$78,000

Justification: Due to required approvals from permitting agencies, the location of the originally bid FPL transformer and service was relocated from Dykes Road to SW 163rd Avenue. This change in service significantly increased the quantity of electrical wiring and conduit needed to service the pavilion. Additionally, the original bid documents called for FPL to provide and install the conduit and wiring. However, FPL representatives stated that FPL will not perform this work for non-residential facilities.

Change Order 6: Credit – Electrical Lighting Fixtures

Credit (\$9,880)

Justification: The plans specified industrial grade tamper resistant high hats that can be changed to conventional high hats for cost savings.

The Town anticipates an additional change order will be required to complete construction that will require future approval. Due to required approvals from permitting agencies, the Town is required to install a grinder lift station and all necessary force main and appurtenances to provide a sanitary service connection for the project in lieu of the initially designed septic system and drainfield. This change order also includes an independent water service to the lift station due to City of Sunrise requirements as well as all additional electrical connections.

Fiscal Impact/Analysis

The following change orders are required to complete the project.

Change Order #	Description	Amount
1	Additional Parking Lot Pole, Light & Wiring	\$4,000
2	Stamped Colored Concrete Exterior Slab	\$14,350
3	Credit for Non-Installation of 2,200 LF of PVC Fence	(\$15,400)
4	Credit for Non-Installation of Septic Tank & Drain Field	(\$20,000)
5	Addition FPL Electrical Feed from Transformer	\$78,000
6	Credit for Electrical Fixtures	(\$9,880)
	TOTAL	\$51,070

The Town allocated \$1,183,374 in account #001-3920-572-63140 (American Rescue Plan Act), was awarded a \$200,000 Florida Recreation and Development Assistance Program Grant and provided general fund funding of \$798,626. A budget amendment to the Fiscal Year 2025-2026 Adopted Budget is required to approve these changes as follows:

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900) \$51,070

Expenditure Increase:

Infrastructure Southwest Meadows (001-3920-572-63260) \$51,070

Staff Contact:

Rod Ley, P.E., Public Works Director
 December Lauretano Haines, Parks and Recreation Open Space Manager
 Emily Aceti, Community Services Manager
 Emil Lopez, Town Financial Administrator
 Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
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Resolution - TA Approved
Change Order 1
Change Order 2
Change Order 3
Change Order 4
Change Order 5
Change Order 6

3/20/2026
3/20/2026
3/20/2026
3/20/2026
3/20/2026
3/20/2026
3/20/2026

Resolution
Backup Material
Backup Material
Backup Material
Backup Material
Backup Material
Backup Material

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SIX CHANGE ORDERS TO THE AGREEMENT WITH EAST COAST BUILDERS AND DEVELOPERS TOTALING FIFTY-ONE THOUSAND SEVENTY DOLLARS AND ZERO CENTS (\$51,070.00) FOR CONSTRUCTION OF THE SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE CHANGE ORDERS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2025-009 and Invitation For Bid 24-004, the Town entered into an agreement with East Coast Builders and Developers for Two Million One Hundred Eighty-Two Thousand Dollars and Zero Cents (\$2,182,000.00) for construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans; and

WHEREAS, the following Change Orders are presented:

- Change Order 1 \$4,000 for Additional Parking Lot Pole, Light & Wiring
- Change Order 2 \$14,350 for Stamped Colored Concrete Exterior Slab
- Change Order 3 (\$15,400) for Non-Installation of 2,200 LF of PVC Fence
- Change Order 4 (\$20,000) for Non-Installation of Septic Tank & Drain Field
- Change Order 5 \$78,000 for Addition FPL Electrical Feed from Transformer
- Change Order 6 (\$9,880) Credit for Electrical Fixtures

WHEREAS, the Town allocated \$1,183,374 in account #001-3920-572-63140 (American Rescue Plan Act), was awarded a \$200,000 Florida Recreation and Development Assistance Program Grant, and provided general fund funding of \$798,626; and

WHEREAS, a budget amendment to the Fiscal Year 2025-2026 Adopted Budget is required to approve these changes; and

WHEREAS, the Town Council believes that the Change Orders are 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:

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 _____
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
1001.038.2026

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SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 1
ADDITIONAL PARKING LOT POLE & LIGHT

This Contract made this ___ day of _____ 202___, by and between TOWN OF SOUTHWEST RANCHES ("Owner") and EAST COAST BUILDERS AND DEVELOPERS CORPORATION, hereinafter referred to as the ("Contractor").

WITNESSETH, that the Owner and the Contractor for the consideration stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment, and labor to perform and complete all work required for Meadows Sanctuary Park:

Additional Parking Lot Pole, Light & Wiring
16020 Griffin Road, Southwest Ranches, FL 33331

SECTION 2 – Contract Price - Payment

The Owner will pay the Contractor for the performance of said contract the sum of FOUR THOUSAND DOLLARS AND 00/100 (**\$4,000.00**) ("Contract Sum").

TOTAL **\$4,000.00**

- SIGNATURE PAGE FOLLOWS -



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 1
ADDITIONAL PARKING LOT POLE & LIGHT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THIS AGREEMENT is executed on the day and year first above written.

TOWN OF SOUTHWEST RANCHES

Signature

By: _____
Print Name

Title: _____

**EAST COAST BUILDERS AND
DEVELOPERS CORPORATION**

By: Frank Anzalone
Frank Anzalone
Title: President



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 2
STAMPED COLORED CONCRETE EXTERIOR SLAB

This Contract made this ___ day of _____ 202___, by and between TOWN OF SOUTHWEST RANCHES (“Owner”) and EAST COAST BUILDERS AND DEVELOPERS CORPORATION, hereinafter referred to as the (“Contractor”).

WITNESSETH, that the Owner and the Contractor for the consideration stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment, and labor to perform and complete all work required for Meadows Sanctuary Park:

Stamped Colored Concrete Exterior Slab
16020 Griffin Road, Southwest Ranches, FL 33331

SECTION 2 -Contract Price - Payment

The Owner will pay the Contractor for the performance of said contract the sum of FOURTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 (**\$14,350.00**) (“Contract Sum”).

TOTAL **\$14,350.00**

- SIGNATURE PAGE FOLLOWS -



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 2
STAMPED COLORED CONCRETE EXTERIOR SLAB

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THIS AGREEMENT is executed on the day and year first above written.

TOWN OF SOUTHWEST RANCHES

Signature

By: _____
Print Name

Title: _____

**EAST COAST BUILDERS AND
DEVELOPERS CORPORATION**

By: Frank Anzalone
Frank Anzalone

Title: President



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 3
CREDIT – NON-INSTALLATION OF PVC FENCE

This Contract made this ___ day of _____ 202___, by and between TOWN OF SOUTHWEST RANCHES (“Owner”) and EAST COAST BUILDERS AND DEVELOPERS CORPORATION, hereinafter referred to as the (“Contractor”).

WITNESSETH, that the Owner and the Contractor for the consideration stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment, and labor to perform and complete all work required for Meadows Sanctuary Park:

Non-Installation of 2,200 LF of PVC FENCE
16020 Griffin Road, Southwest Ranches, FL 33331

SECTION 2 -Contract Price - Credit

The Contractor shall credit the Owner of said contract the sum of FIFTEEN THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (**\$15,400.00**) (“Contract Sum”). Shall be credited to the owner.

TOTAL **\$15,400.00**

- SIGNATURE PAGE FOLLOWS -



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 3
CREDIT – NON-INSTALLATION OF PVC FENCE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THIS AGREEMENT is executed on the day and year first above written.

TOWN OF SOUTHWEST RANCHES

Signature

By: _____
Print Name

Title: _____

**EAST COAST BUILDERS AND
DEVELOPERS CORPORATION**

By: Frank Anzalone
Frank Anzalone
Title: President



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 4
CREDIT – SEPTIC TANK & DRAIN FIELD

This Contract made this ____ day of _____ 202__, by and between TOWN OF SOUTHWEST RANCHES (“Owner”) and EAST COAST BUILDERS AND DEVELOPERS CORPORATION, hereinafter referred to as the (“Contractor”).

WITNESSETH, that the Owner and the Contractor for the consideration stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment, and labor to perform and complete all work required for Meadows Sanctuary Park:

Non-Installation of Septic Tank & Drain Field
16020 Griffin Road, Southwest Ranches, FL 33331

SECTION 2 -Contract Price - Credit

The Contractor shall credit the Owner of said contract the sum of TWENTY THOUSAND DOLLARS AND 00/100 (**\$20,000.00**) (“Contract Sum”). Shall be credited to the owner.

TOTAL **\$20,000.00**



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CREDIT – FOR NON-INSTALLATION OF SEPTIC TANK AND DRAIN FIELD

This lump-sum line item, amounting to \$75,000.00, falls under Division 33 - Utilities, which encompasses a septic tank and drain field.

Utilities include open-cut trenching for 2.5” HDPE potable water pipe, AT&T 2” conduits, connection to FPL feed, septic tank, and drain field.

The Town has opted to eliminate the septic tank and drain field.

The utility allocation for these components is \$20,000.00.

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SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 4
CREDIT – SEPTIC TANK & DRAIN FIELD

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THIS AGREEMENT is executed on the day and year first above written.

TOWN OF SOUTHWEST RANCHES

Signature

By: _____
Print Name

Title: _____

**EAST COAST BUILDERS AND
DEVELOPERS CORPORATION**

By: _____
Frank Anzalone
Title: President

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SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 5
FPL ELECTRICAL FEED FROM TRANSFORMER

This Contract made this ___ day of _____ 202___, by and between TOWN OF SOUTHWEST RANCHES (“Owner”) and EAST COAST BUILDERS AND DEVELOPERS CORPORATION, hereinafter referred to as the (“Contractor”).

WITNESSETH, that the Owner and the Contractor for the consideration stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment, and labor to perform and complete all work required for Meadows Sanctuary Park:

ADDITON FPL ELECTRICAL FEED FROM TRANSFORMER
16020 Griffin Road, Southwest Ranches, FL 33331

SECTION 2 – Contract Price - Payment

The Owner will pay the Contractor for the performance of said contract the sum of SEVENTY-EIGHT THOUSAND DOLLARS AND 00/100 (**\$78,000.00**) (“Contract Sum”).

TOTAL **\$78,000.00**

SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
 ARPA (IFB) 24-004
 Resolution: 2025-009

FPL ELECTRICAL FEED FROM TRANSFORMER

The new location for the FPL transformer to the Meadows Sanctuary building is approximately 1000 linear feet away.

(2) Two 2-inch Schedule 40 PVC conduits need to be installed from the transformer to the Meadows building.

This includes open-cut trenching, supplying and installing PVC conduits, sand, tracer tape, backfilling, and six electrical copper lines measuring 1,000 linear feet each. The total length of copper wire is 6,000 feet.

The costs are as follows: -

Electrical copper wire 250 kcmil:	\$44,650.00
PVC conduits, handholes, tracer tape, and fittings:	\$5,000.00
Open-cut trench in cap rock (1,000 ft):	\$7,900.00
Installation of PVC conduits, fittings, sand, tracer tape, and backfilling, including pulling (3) 250 kcmil wires in each 2-inch PVC conduit in parallel:	\$8,000.00
One truck load of sand:	\$600.00
Disposal (1) truck load of cap rock:	\$500.00
Supervision:	\$1,200.00
	Subtotal: \$67,850.00
10% overhead and 5% profit:	\$10,150.00
	Total: \$78,000.00

- SIGNATURE PAGE FOLLOWS -



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 5
FPL ELECTRICAL FEED FROM TRANSFORMER

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THIS AGREEMENT is executed on the day and year first above written.

TOWN OF SOUTHWEST RANCHES

Signature

By: _____
Print Name

Title: _____

**EAST COAST BUILDERS AND
DEVELOPERS CORPORATION**

By: _____
Frank Anzalone
Title: President

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SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 6
CREDIT – ELECTRICAL LIGHTING FIXTURES

This Contract made this ___ day of _____ 202___, by and between TOWN OF SOUTHWEST RANCHES (“Owner”) and EAST COAST BUILDERS AND DEVELOPERS CORPORATION, hereinafter referred to as the (“Contractor”).

WITNESSETH, that the Owner and the Contractor for the consideration stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment, and labor to perform and complete all work required for Meadows Sanctuary Park:

Change all lighting fixtures to less expensive ones
16020 Griffin Road, Southwest Ranches, FL 33331

SECTION 2 -Contract Price – Credit

The Contractor shall credit the Owner of said contract the sum of NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND 00/100 (**\$9,880.00**) (“Contract Sum”). Shall be credited to the owner.

TOTAL **\$9,880.00**

- SIGNATURE PAGE FOLLOWS -



SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS
ARPA (IFB) 24-004
Resolution: 2025-009

CHANGE ORDER 6
CREDIT – ELECTRICAL LIGHTING FIXTURES

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THIS AGREEMENT is executed on the day and year first above written.

TOWN OF SOUTHWEST RANCHES

Signature

By: _____
Print Name

Title: _____

**EAST COAST BUILDERS AND
DEVELOPERS CORPORATION**

By: _____
Frank Anzalone
Title: President

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

December 11, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Gary Jablonski

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, 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 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Mayor Breitkreuz made a request of the Town Council to move an item on the agenda out of order.

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

MOTION: TO MOVE ITEM 11 OUT OF ORDER TO BE READ AS THE FIRST ITEM OF THE MEETING.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF PEMBROKE PINES PROVIDING WATER AND SEWER SERVICES TO FOLIO NUMBERS 513902040490, 513902040500, AND 513902040510, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: MOTION TO APPROVE THE RESOLUTION, WITH THE CORRECTION TO THE TITLE BY REPLACING ALL REFERENCES TO THE "CITY OF SUNRISE" WITH THE "CITY OF PEMBROKE PINES," AS READ INTO THE RECORD.

Presentations**3. 2026 ARBOR DAY PROCLAMATION**

The Town presented a proclamation that recognized January 16th, 2026, as Arbor Day.

4. Public Comment

There were no public comments.

5. Board Reports

There were no Board Reports.

6. Council Member Comments

Vice Mayor Jablonski spoke about the following Town events:

- April 25, 2026 Unity in Diversity 5k
- HAZMAT at the Barn on January 10, 2026
- The Town Volunteer Dinner on January 15th
- FLOW Mobile event on January 28th
- BCPA visit to Town Hall the first Tuesday of every month
- The Town Council Meeting on January 22, 2026
- The Country Fair Carnival January 15th – 19th, 2026

He advised the residents that Town Hall would be closed December 24th and 25th, and December 31st and January 1st.

Council Member Hartmann wished everyone a happy holiday season. He discussed the Town's Volunteer Recognition Dinner and the importance of the Board members that volunteer their time and the feedback they provide to the Town on different matters. He confirmed with Town Administrator Muñiz that the dinner would be happening on January 29th, 2026, at the Barn. He spoke about the Wings Over the Ranches bird tours and said the last one was a lot of fun and that the next tour would be on January 10th, 2026, at the Rolling Oaks Barn. Lastly, he talked about his January Town Newsletter regarding crime and the trends that he sees in the Town and said overall the Town is a very safe community.

Council Member Kuczenski confirmed that the invites for the Volunteer Dinner would be sent by email. He discussed an arrest in Sunshine Ranches involving mail theft. He spoke about the legal use of fireworks in the State and spoke about the dangers of fireworks for animals. He stated that he is working on speed tables in areas of Sunshine Ranches and that he would be sending information to residents. He discussed the Lighting Ceremony of the Holiday Lights at Town Hall happening on December 15th at 6:00 p.m.

Council Member Allbritton discussed attending the Broward County Water Board Academy and stated that it dealt with water issues in the County. He spoke about the Holiday Lights Contest and that the judging occurred and the awards were presented to the winners earlier in the week.

He thanked all the volunteers that serve on the Town Boards and said their involvement was instrumental to the Town. He stated that the Public Safety and Traffic Committee would be reinstated and that it was an important Board and he looked forward to working with it again next year. He wished Town Council, Town Staff, and residents a wonderful holiday season.

Mayor Breitreuz discussed the purchase of real property for the purpose of building the Public Safety Building. He spoke about two of the properties discussed at a prior meeting did not seem feasible because either the requested price of the property was beyond the Town's buying price or the property was not actually for sale. He provided various properties and options that he thought the Town could possibly purchase.

A discussion ensued between the Town Council, Town Administrator, and the Town Attorney regarding the purchase options of various properties in the Town to be used for the Public Safety Building. Mayor Breitreuz asked for a motion to be made to give Town Administration direction to negotiate the purchase of the three-acre property that was discussed.

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

MOTION: TO DIRECT THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO INITIATE NEGOTIATIONS FOR THE PURCHASE OF THE THREE-ACRE PARCEL LOCATED AT 18221 AND 18211 SW 48 STREET, FOR DESIGNATION AS THE SITE OF THE PUBLIC SAFETY BUILDING.

Mayor Breitreuz thanked the Town Administration and General Services Manager Tom Holste for their work on establishing online payment options for the Town. He presented to the Town Council and residents a presentation regarding the proposed Bills in the State House and Senate regarding changes to property taxes. He explained the four proposed bills and the impact they may have on the Town and said that the Town prides itself on functioning with a lean budget and that these changes would dramatically affect the Town. He asked residents to do their research and keep informed and up to date on those items. He wished everyone a happy holiday season and to enjoy the time with their families and friends.

7. Legal Comments

Town Attorney Poliakoff responded to online posts regarding the end of property taxes for the Town and said that before the Town was incorporated it was considered unincorporated Broward County and that one of the main reasons the Town incorporated was due to the high County taxes. He advised the Town Council that the due diligence period for the sale of the CCA property was ending at the end of the year. He said there were three items that needed to be resolved, one being the water agreement with the City of Pembroke Pines, which was approved at the meeting tonight, the issue of the location of the FPL power pole on the property, and the final approval from Broward County Commission. He said the Altman Group and the Town were working

together to get the issues resolved and asked the Town Council to authorize the extension of the due diligence period to February 27, 2026.

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

MOTION: TO EXTEND THE DUE DILIGENCE FOR THE ALTMAN PROPERTY TO FEBRUARY 27, 2026, SO THE TOWN MAY FINISH ITS REMAINING TWO ITEMS, THE SOIL MANAGEMENT REPORT AND THE MOVING OF AN FPL POLE.

Lastly, Town Attorney Poliakoff wished everyone a happy holiday season.

8. Administration Comments

Town Administrator Muñiz introduced Anjali Seupaul as the Town's Communications Coordinator. He discussed the removal of invasive exotic plants and trees in parks around the Town. He advised the Town Council that the Town has two grant opportunities for the Volunteer Fire Department, and he wanted Council approval before submitting the applications for the grants.

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

MOTION: TO ALLOW THE TOWN ADMINISTRATOR TO APPLY FOR TWO GRANT AWARDS OF \$7,000 AND \$51,000 FOR FIRE DEPARTMENT RESOURCES.

He spoke about a matter brought up by Council Member Kuczenski at an earlier Town Council Meeting regarding legislation on fireworks use in the Town. He asked Town Council if the Administration can send a survey to Town residents regarding legislation on fireworks in the Town. A discussion ensued among the Town Council with the decision being not to have the Town Administration send out the survey.

Town Administrator Muñiz reaffirmed that the Town Volunteer Dinner would be on January 29th and reminded everyone that the Town Hall Holiday Lighting Ceremony would be at 6:00 p.m. on Monday, December 15th.

Council Member Hartmann asked Town Administrator Muñiz about the possibility of having a representative from AT&T come to a meeting and address the Town Council on the matter of the abandoned utility poles in the Town. Town Administrator Muñiz said there were internal discussions amongst the Town Administration of having FPL, Comcast, and AT&T to return and address the projects in the Town. He stated that the companies would be contacted to address the Council on the status of the projects at a future meeting.

Ordinance – 2nd Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2026-2030 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading November 20, 2025}

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**Ordinance – 2nd Reading**

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING PART OF AN UNIMPROVED ROAD RIGHT-OF-WAY BEING A PORTION OF TRACTS 1 AND 32 OF EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF UNIMPROVED SW 139TH AVENUE EXTENDING APPROXIMATELY 280 FEET NORTH OF EAST PALOMINO DRIVE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-34-25)

ITEM WITHDRAWN BY TOWN ADMINISTRATION.

Mayor Breitzkreuz discussed the item and stated the Town needs to have a plan in place for the future trails and that the Town needs to be careful in vacating Rights-of-Way before having a plan in place. He presented the Town Council with a conceptual map of the trails and future planned trails. A discussion ensued between Town Council, the Town Administrator, and the Town Attorney about developing a plan for the procedures for vacating trails and on developing a more accurate trails map. The Town Council directed Town Administrator Muñiz to include language in future Ordinance titles regarding vacating Rights-of-way that may include an overlay of current or future trails.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CARNAHAN PROCTOR AND CROSS, INC. IN THE AMOUNT OF TWENTY-NINE THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS

(\$29,640.00) FOR CIVIL ENGINEERING SERVICES THE SW 185TH WAY AND SW 57TH COURT DRAINAGE PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO RECEIVE FOUR HUNDRED FIVE THOUSAND NINE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$405,990.00) FOR DESIGN AND CONSTRUCTION OF TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH THE AMENDMENT TO APPOINT TWO (2) NEW MEMBERS TO THE BOARD, PAGE GIACIN AND ANDREW GREEN.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (PRFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH THE AMENDMENT TO APPOINT DEBBIE ITEN TO THE BOARD AS A REPLACEMENT FOR FRANCESCA CASE.

20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE ZERO WASTE ADVISORY BOARD (ZWAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REINSTATING THE "PUBLIC SAFETY AND TRAFFIC COMMITTEE" FOR A SIX-MONTH PERIOD, FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL OF PUBLIC SAFETY AND TRAFFIC RELATED ISSUES; PROVIDING FOR THE BOARD'S GOALS, OBJECTIVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Discussion

22. Solid Waste Authority (SWA) - Education Videos - Mayor Breitkreuz

Mayor Breitkreuz presented to the Town Council a presentation on Educational and Promotional Videos from the Solid Waste Authority regarding the importance of proper recycling and how it affects the future. He discussed the necessity of the municipalities involved in the SWA agreement to approve the master plan and how the SWA Executive Committee plans on ensuring municipalities do approve the agreement.

23. Annual Review of Charter Officials

Item Tabled to January 22, 2026 Special Town Council Meeting at 6:00 p.m.

24. Adjournment

Meeting adjourned at 9:31 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 26th day of March, 2026.

Steve Breitreuz, 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.