



Southwest Ranches Town Council

TOWN COUNCIL REGULAR MEETING

Agenda of September 24, 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. Muñiz, ICMA-CM <u>Town Financial</u> <u>Administrator</u> Emil C. Lopez, CPM	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Town Clerk</u> Debra M. Ruesga
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Proclamations**
 - a. **Food Waste Prevention Week - September 26 - October 4, 2026**
4. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**
9. **Resolutions**

- a. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH GEOCIVIX, LLC TO PROVIDE ENGINEERING PERMITTING SOFTWARE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- b. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SHAW INTEGRATED & TURF SOLUTIONS, INC. FOR PHASE 1 OF THE TOWN HALL FLOORING REPLACEMENT PROJECT IN THE AMOUNT OF SEVENTY-FOUR THOUSAND, NINE HUNDRED, AND EIGHTY-SIX DOLLARS AND FORTY-FOUR CENTS (\$74,986.44) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

9. Adjournment

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

PROCLAMATION

Food Waste Prevention Week

WHEREAS up to 35% of all food produced is wasted, even though much of it is safe and nutritious and could help feed those in need; and

WHEREAS everyone benefits from better utilizing food resources, creating stronger and more sustainable communities; and

WHEREAS a family of four can save an average of \$3,000 annually by reducing food waste in their home; and

WHEREAS K-12 schools and universities play a crucial role in educating the next generation on the importance of reducing, recovering, and recycling food; and

WHEREAS we have an opportunity to conserve shared resources—such as land, water, and energy—that are used to produce and transport food that ultimately goes uneaten; and

WHEREAS food in landfills decomposes slowly, releasing methane gas, a potent contributor to climate change; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Southwest Ranches, do hereby proclaim September 26-October 4, 2026 , as Food Waste Prevention Week in the Town of Southwest Ranches, FL, and we encourage all residents to commit to reducing food waste in their homes, workplaces, and communities.

Dated this 24th day of September, 2026

STEVE BREITKREUZ, MAYOR

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Town of Southwest
Ranches

(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. Muñoz, 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. Muniz, Town Administrator
FROM: Emily Aceti
DATE: 09/24/26
SUBJECT: Engineering Permitting Software - GEOCIVIX Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

NO

Strategic Priorities

Sound Governance
Enhanced Resource Management

Background

The Town of Southwest Ranches has three permitting departments: Zoning, Engineering and Building. The Building Department (CAP Government) uses GeoCivix, LLC software for plan review, and Citizenserve for building permit and inspection tracking. The in-house Engineering

Department currently uses Geocivix for electronic plan review in conjunction with Microsoft Excel and Citizenserve to process and track permits. This existing setup is inefficient for functional permit tracking and lacks the capability to process online applications, payments, processing, and customer service.

To address these shortcomings, the Town intends to purchase GeoCivix software for the Engineering Department, providing a complete permitting solution that integrates electronic plan review with permit and inspection tracking. CAP Government is also moving toward this unified permitting platform in partnership with the Town, creating a coordinated and efficient system.

This proposed platform will allow residents to more easily access online information related to Engineering permits and will establish a consistent, familiar electronic portal that mirrors the system already used by the Building Department.

This purchase qualifies as a single-source/standardization procurement due to the seamless customer service experience it will create across departments. GeoCivix is the logical choice for the Town because it is already in use for Building permitting, supports standardization of Engineering functions, ensures continuity across departments and customer interactions, and avoids the need for separate systems and workflows.

Fiscal Impact/Analysis

GeoCivix has provided pricing totaling \$56,500 with the pricing locked for that entire five-year term as follows:

Year 1: \$11,300

Year 2: \$11,300

Year 3: \$11,300

Year 4: \$11,300

Year 5: \$11,300

Total: \$56,500

The Town compared the proposed GeoCivix pricing with publicly available governmental pricing and found it to be consistent and competitive.

The Town budgeted \$58,000 in the FY2027 Adopted Budget within the Public Works Operating Budget (Account #2600-001-539-46500). The Town desires to authorize administrative annual renewals beyond the initial five-year term as long as the funding is included in the Town's adopted budget.

Staff Contact

Rod Ley, P.E., Public Works Director; Christina Semeraro, Procurement Officer

ATTACHMENTS:

[260831-GEOCIVIX-Resolution FINAL TA APP.docx](#)

[GeoCivix Master Services Agreement - Sw Ranches v2 9-3-26.pdf](#)

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RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH GEOCIVIX, LLC TO PROVIDE ENGINEERING PERMITTING SOFTWARE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase GeoCivix, LLC software for the Engineering Department to implement a comprehensive permitting solution that integrates electronic plan review with permit and inspection tracking; and

WHEREAS, this proposed permitting platform will enable residents to more easily obtain online Engineering permitting information while creating a consistent and familiar electronic portal that will mirror the portal used by the Building Department; and

WHEREAS, this will be a single source/standardization purchase due to the seamless customer service it will provide in conjunction with other departments; and

WHEREAS, the Town budgeted Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) in the FY2027 Budget within the Public Works Operating Budget (Account #2600-001-539-46500); and

WHEREAS, GeoCivix, LLC has provided pricing totaling Fifty-Six Thousand Five Hundred Dollars and Zero Cents (\$56,500.00) which equals Eleven Thousand Three Hundred Dollars and Zero Cents (\$11,300.00) each year for five years, with the pricing locked for that entire five-year term; and

WHEREAS, the Town wishes to authorize administrative annual renewals beyond the initial five-year term, provided funding for such renewals is included in the Town's adopted budget; 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 above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an agreement with GeoCivix, LLC totaling Fifty-Six Thousand Five Hundred Dollars and Zero Cents (\$56,500.00) for a five-year term.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute the agreement and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall 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, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.091

GEOCIVIX MASTER SERVICES AGREEMENT

THIS AGREEMENT which consists of this Service Schedule, Standard Terms and Conditions, and Service Level Agreement (together, this **Agreement**), each of which are incorporated by reference, is entered into as of the Effective Date (defined below) by and between GeoCivix, LLC, an Arizona limited liability company (**GeoCivix**), and the entity identified in this Service Schedule (**Customer**).

WHEREAS, GeoCivix is a provider of Services and Technology, each as defined herein; and

WHEREAS, Customer desires to access and use the Services and the Technology in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

SERVICE SCHEDULE

Part I – Customer and Basic Services Details

Effective Date	The Effective Date shall be the same as the date of customer's signature on page 3 of this Service Schedule.	
Customer	Town of Southwest Ranches Public Works & Engineering Department 13400 Griffin Road Southwest Ranches, FL 33330	
Service Commencement Date	Effective immediately upon execution of the agreement or as soon as practical thereafter.	
Initial Term / Contract Duration <i>* Pricing is locked in for the duration of multi-year contracts.</i>	☐ 5-year contract	
Payment Frequency	Annually	
Customer Accounts Payable Contact	Name: Mr. Rod Ley	Role: Public Works Director
	Telephone: 954.343.7444	Email: rley@southwestranches.org
Customer Technical Contact to Send Bluebeam License and Keys to (if Applicable)	Name:	Role:
	Telephone:	Email:
Customer Purchase Order Number		

Part II – Price Plan and Service Description

Price valid for 60 days starting from Thursday, September 3, 2026, and subject to acceptance of our standard terms and conditions.

One-Time Setup Costs			
Product	Qty	Price	Total
Application Form & Workflow Configuration	1	\$750	\$750
Custom Report Development	2	\$5,000	\$10,000
Internal User Training Course	1	\$750	\$750
<i>* Quantities are estimated and subject to change</i>			Annual Subtotal
			\$11,500

Annual Costs			
Product	Qty	Price	Total
Standard User License	6	\$1,500	\$9,000
<i>* Bluebeam Licenses Sold Separately</i>			Annual Subtotal
			\$9,000

Contract Options

One Year		Three Year		Five Year		Five Year Amortized	
Year 1	\$20,500	Year 1	\$20,500	Year 1	\$20,500	Year 1	\$11,300
		Year 2	\$9,000	Year 2	\$9,000	Year 2	\$11,300
		Year 3	\$9,000	Year 3	\$9,000	Year 3	\$11,300
				Year 4	\$9,000	Year 4	\$11,300
				Year 5	\$9,000	Year 5	\$11,300
Total	\$20,500	Total	\$38,500	Total	\$56,500	Total	\$56,500

Part III – Statement of Work

This Statement of Work outlines the specific services and deliverables that GeoCivix will provide as part of the project. Each item corresponds to the features and functionalities detailed in the price plan and includes descriptions of the configuration, implementation, and training services required to meet your organization's needs. This ensures a clear understanding of the scope of work and the responsibilities of both parties during the deployment and ongoing use of the system.

Expedited Implementation Timeline and Scope

Southwest Ranches has identified October 1st, 2026, as the target go-live date. While this represents an accelerated timeline, GeoCivix will make every reasonable effort to meet this objective and ensure a successful transition within the constraints of the schedule.

We anticipate that the **basic core functionality** will be fully operational by the go-live date, providing complete experience for applicants.

However, certain **administrative and advanced features** will be finalized post-launch, including:

- Report development

These items will follow immediately after the initial deployment to ensure a stable and timely rollout.

Application Form & Workflow Configuration

GeoCivix implementation staff will collaborate with your subject matter experts to understand your organization's unique requirements, then professionally configure one (1) application type into a dynamic web form with its associated review workflow. This configured application will serve as a fully functional, production-ready example—allowing customers to submit applications electronically and upload any required documents, while your staff review, route, and make decisions through a streamlined intake-to-approval process.

Beyond this initial configuration, our goal is to equip your team to expand the system independently as your needs grow. Rather than relying solely on GeoCivix to build out every application type, the configured application is paired with hands-on Configuration Training (detailed in the Training section below) that prepares your power users to create and manage additional application forms, workflows, permit types, inspection types, fees, and document templates on their own. This approach gives your organization full ownership of the platform and the flexibility to add new application types on your own timeline, without incurring additional configuration charges.

Schedule of Application Types / Web Forms to be Configured

1. TBD

Report Configuration

GeoCivix will design and configure two(2) custom reports tailored to your organization's operational and reporting needs. These reports will dynamically pull data from the system to generate insights such as permit activity summaries, inspection performance, fee tracking, and departmental metrics. Each report is built to be flexible and configurable, ensuring consistent formatting, accurate data representation, and alignment with your organization's reporting standards and unique reporting needs. The number and type of custom reports to be configured are outlined in the price plan above. Once implemented, these reports will automate data analysis, minimize manual compilation, and provide real-time visibility into key performance indicators.

In addition to the primary custom reports, GeoCivix will also provide nine (9) standard reports that are configured for your organization using our standard reporting engine. These reports represent commonly used departmental metrics and will be included as part of the overall configuration without additional custom report charges. Standard reports output data

into commonly used file formats such as excel, and csv files for easy data extraction and manipulation. It should be noted that the standard reporting engine does not export into PDF/presentation style format.

Schedule of Reports to be Configured

1. TBD
2. TBD

Training

GeoCivix will provide comprehensive training to ensure staff are fully equipped to use and manage the configured system effectively. GeoCivix will tailor the training to meet the specific needs of each department, ensuring users have the knowledge and skills to manage day-to-day operations and make adjustments as needed. Training materials, including guides and videos, will be provided for future reference. Training is provided in a virtual environment via webinar, unless otherwise noted in this document. The scope of training is outlined in the price plan above.

- **Internal User Training Courses** are two hours in duration and capped at 10 students per course. This course is designed to provide staff with the knowledge and confidence to perform their daily operations and covers:
 - General site orientation
 - All tasks required for successful daily operations
- **Configuration Training Courses** are 4 hours in duration and capped at 5 students per course. The quantity of configuration training courses is detailed in the price plan above. This course is designed to equip power users with the knowledge and confidence to:
 - Create and manage applications forms and workflows
 - Create and manage permit types
 - Create and manage inspection types,
 - Manage groups and permissions
 - Create and manage fees and associated formulas
 - Create and manage document templates

Integration Maintenance

Ongoing maintenance is essential for all integrations and is included in the Annual Costs section. This maintenance package ensures that your integration continues to function smoothly, even with new feature releases, and offers priority development support in the event of any issues with integration performance.

Standard User Licenses

A GeoCivix user license is required for any administrator who needs write access to the database, allowing them to interact with records and make changes within the system. Licenses are not required for general public users or contractors accessing the system, nor are they needed for administrators or users with read-only access. Those who wish to view information without modifying records are exempt from requiring a paid license.

Typical roles that require a paid license include system administrators, permit technicians, plan reviewers, inspectors, and departmental supervisors. The number of user licenses provided is specified in the price plan above, ensuring your organization has the appropriate licenses based on its operational needs.

Annual Hosting, Maintenance, and Support

GeoCivix provides comprehensive annual hosting, maintenance, and support services to ensure your system runs smoothly and efficiently throughout the year. Our secure hosting environment ensures reliable system uptime, data protection, and scalability to meet your organization's growing needs.

Our maintenance services include regular updates, bug fixes, and system enhancements to keep the platform up to date with the latest features and security protocols. We proactively monitor system performance to identify and resolve any issues before they impact your operations.

Support is available via phone, email, and an online help desk to address any technical questions or issues that arise. Our dedicated support team is here to ensure quick resolution of any problems and to provide guidance on system usage when needed. The details of your hosting, maintenance, and support plan are outlined in the [Service Level Agreement](#).

Post Deployment Options and Professional Services

Once your initial application is deployed and your team has completed Configuration Training, you'll have three paths forward, and you're free to mix and match them as your needs evolve:

- **Use the portal as configured.** Run your live application type as-is for as long as it meets your needs—no further action required.
- **Self-configure to meet expanding needs.** Using the skills gained in Configuration Training, your power users can build and manage additional application types, workflows, and related configurations directly, at no additional cost.
- **Engage GeoCivix for Professional Services.** If you'd prefer GeoCivix to design and configure additional applications or take on more complex work, our team is available to help. Professional Services in excess of the items listed in this Statement of Work require a separate SOW and purchase order (as described in Section 15 of the Standard Terms and Conditions).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

GEOCIVIX, LLC,
an Arizona limited liability company

CUSTOMER

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

ADDRESS FOR NOTICES TO GEOCIVIX:

9420 E. GOLF LINKS RD.
SUITE 108, #294
TUCSON, AZ 85730

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STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions form a part of the Agreement between GeoCivix, and the Customer identified on the Service Schedule to which these Standard Terms and Conditions are attached and govern the Customer's use of the Services and the Technology.

1. Definitions

1.1 Services means the services described and specified on the applicable Service Schedule and any updates or upgrades to such services which may be generally released by GeoCivix to all customers from time to time.

1.2 Technology means all computer hardware, software, intellectual property, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site. The Technology includes in part but is not limited to the hardware, software, and computer code.

1.3 Site means the GeoCivix.com website, including the Technology.

1.4 Affiliate means with respect to Customer, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, which agrees in writing to be bound by all the obligations of Customer hereunder.

1.5 Internet Data Centers means any of the facilities owned or controlled by GeoCivix and used by GeoCivix to provide the Services. These facilities house the Technology used for the provision of Services.

1.6 Customer Data means Customer's information or other data processed, stored, or transmitted by, in or through the Technology, including without limitation personal information relating to the Customer's personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information.

1.8 Proprietary Rights means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.9 Basic User means any named user having permission to submit applications, upload documents, pay fees, view project status, request inspections, and view project related reports and documents. Frequently categorized as applicants, homeowners, citizens, and contractors, these users do not require a paid license.

1.10 Licensed User means any named user having any permission beyond that of a basic user. Frequently categorized as permit coordinators, plan reviewers, inspectors, department supervisors, and system administrators, these users do require a paid license. Named users include Customer's third-party consultants, outsourcers, contractors, and other service providers requiring elevated permissions over that of a Basic User.

1.11 Application Form means any online form filled out by an applicant at the time of submittal through the Site. This form is customizable and may be developed to match the existing paper forms in use by an organization. Data collected on these forms may be used to auto-fill document templates, email templates, or calculate fees. Application forms are often synonymous with permit applications; however, they could also include public record requests, general inquiries, or other various forms for collecting data etc.

1.12 Workflow means any programmatic representation of the business rules of a projects lifecycle and ties system events to specific actions. Workflow configuration settings allow system administrators to automate routine tasks and define how the system should behave throughout the plan review process for each type of project.

1.13 SLA means the GeoCivix Service Level Agreement, which is available at <https://GeoCivix.com/service-level-agreement/>.

1.14 Project Plan Definition means the Project Plan Definition attached hereto and incorporated herein by reference.

1.15 Service Commencement Date means the due date of the initial invoice, which is 30 days after the date of such invoice.

2. Subscription License Grant. Subject to the terms and conditions hereof, during the term hereof, GeoCivix hereby grant to Customer and its Affiliates (including City Employees) only to the extent of Licensed Users and solely for Customer's internal business purposes a non-exclusive, non-transferable, worldwide right and license to access the Site and use the Services and the Technology. Customer personnel including City Employees will indicate agreement by click-through to GeoCivix's standard End-User License Agreement (**EULA**) in the registration process for access and use of the Technology; provided, however, that if there is any conflict or inconsistency between the EULA and this Agreement, the terms and conditions of this Agreement shall control. All rights not expressly granted to Customer herein are expressly reserved by GeoCivix.

3. Use Restrictions. Customer covenants and agrees that its use of the Services and the Technology will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Technology; or (iv) to access, alter, or destroy any information of any customer of GeoCivix by any fraudulent means or device, or attempt to do so. GeoCivix provides e-commerce integrations so that users may enter payment information into GeoCivix's e-commerce engine, which is a secure e-commerce platform. Under no circumstances may Customer, Licensed Users, applicants, or any other user bypass GeoCivix's secure implementation by creating a custom form that asks users to enter payment details or other personal identifying information in plain text for the purposes of billing outside of GeoCivix's e-commerce platform. **Any and all payment information, health information, or other personal identifying information that is entered by Customers, Licensed Users, applicants or other users outside of GeoCivix's e-commerce platform will be encrypted and stored to GeoCivix's database, could be visible to others, and is not PCI or HIPPA compliant.**

4. Security. Customer shall be responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, GeoCivix shall implement reasonable security procedures consistent with industry standards to protect Customer Data from unauthorized access, including without limitation, maintaining a security program with an identified security official, security policies, access controls, firewalls, wireless and mobile device and storage security, virus scanning/protection software, anti-malware software, encryption of data in transport and storage including SSL certificates of 256 bit strength or greater (including backup data), network security intrusion protection systems, technical assessments (which have been acted upon), and Internet Data Centers housed in a secure location in the United States (the **Security Standard**). Provided that GeoCivix is in compliance with the data Security Standard, the parties agree that GeoCivix shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to GeoCivix at the time. GeoCivix will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by GeoCivix, and GeoCivix will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access.

5. Business Continuity Plan/Disaster Recovery Program. GeoCivix shall establish and execute a business continuity plan that provides for continued operation in the event of a disaster or business interruption affecting GeoCivix. The business continuity plan shall provide that Internet Data Centers be configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and man-made disruptions. In addition, Internet Data Centers shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards.

6. Set-Up of Services. On or before the Service Commencement Date specified in the Service Schedule, GeoCivix will have the Technology provisioned, configured to default settings, and online for the Customer. Upon payment of the initial invoice, GeoCivix will turn over to the Customer everything necessary to access the Technology, at which point the Customer may choose to use the portal as-is, self-configure the portal to meet its needs, or engage with GeoCivix for Professional Services as set forth in Section 15.

7. Access Codes for Services. GeoCivix will permit access to the Services only over the Internet using access codes assigned by GeoCivix. Access codes will be deemed the Confidential Information of both parties.

8. Technical Requirements for Services.

8.1 Capacities. The Services shall be rendered in a manner that will support the Licensed User requirements and other requirements provided in the applicable Service Schedule.

8.2 Scalability. The Services shall be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Service Schedule. Customer acknowledges that increasing the Licensed User requirements and/or data storage requirements may lead to increases in the fees charged for the Services.

8.3 Internet Data Centers. The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. GeoCivix may outsource its Internet Data Center operations to subcontractors; provided, however, that GeoCivix shall be responsible for the performance of such subcontractors, and GeoCivix shall be liable for any action or inaction by such subcontractors as if performed by GeoCivix.

8.4 Multiple Telecommunications Providers. Unless otherwise specified in the applicable Service Schedule, the facility shall be served by no less than two separate high-speed telecommunications providers and GeoCivix shall have the ability to switch between telecommunications providers to reduce outages.

9. Backups. At no additional charge to Customer, GeoCivix shall make daily incremental backups (the **Incremental Backup**) and weekly full backups (the **Full Backups**) of Customer Data archived with the Technology. The prior day Incremental Backup and a copy of the weekly backup shall be stored off-site in a secure facility designed to store and maintain backups for emergency use.

10. Monitoring of Customer's Use. GeoCivix reserves the right to internally monitor Customer's usage of the Site and Services.

11. Special Requirements.

11.1 Operational Requirements. Customer shall be solely responsible for installation and maintenance of a supported web browser in order to access the system. Supported browsers include Internet Explorer (Current version -1) and current versions of Google Chrome, Mozilla Firefox, and Safari. Browsers must be capable of TLS 1.2 encryption or higher.

11.2 Customer's Requirements. Customer shall be solely responsible for providing the following materials at its cost and expense: all Internet access, hardware, browsers, and other software necessary to access and login to the Site.

12. Fees.

12.1 Payment Terms and Annual Renewal Fees. Customer's initial payment for One-Time Setup Costs and Annual Hosting, Maintenance, Licensing, and Support is due within 30 days of the initial invoice, is payable in a lump sum, and must be received by GeoCivix no later than the Service Commencement Date. Annual renewal fees are payable within thirty (30) days of receipt of invoice. If Customer exceeds the licensed limits of their contract,

GeoCivix reserves the right to renegotiate pricing terms on subsequent years based on published pricing, unless otherwise agreed upon as set forth in Section 12.6.

12.2 Hourly Rates. Work that falls outside of the agreed upon project scope will be subject to an hourly rate. All work falling outside of project scope will be handled via a quote and/or change order document. Costs associated with Professional Services hours can be found on the GeoCivix Price Sheet (issued annually in July). Please contact your GeoCivix Account Manager for a copy of this document.

12.3 Fee Increases. GeoCivix may increase periodic annual renewal fees at any time after the initial term with sixty (60) days prior notice to Customer, but in no event shall fees be increased more than 5% over the preceding consecutive twelve (12) month period, unless otherwise agreed upon as set forth in Section 12.6.

12.4 Late Charges. If Customer does not make timely payment to GeoCivix of any amount payable hereunder, in addition to the remedies available to GeoCivix at law or equity, GeoCivix may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer; provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

12.5 Overdue Payments. Customer acknowledges that continued access to the Services is contingent upon timely payment of all fees. If any amount owing by Customer under this Agreement for any Services is thirty (30) or more days overdue, GeoCivix reserves the right to suspend access to the Technology and/or the Services until payment is made in full. GeoCivix may also terminate this Agreement if payments are not resolved within forty-five (45) days of becoming overdue.

12.6 Optional Contract Extensions. GeoCivix shall provide estimated Renewal Rates for Annual Hosting, Maintenance, Support, and Licensing in the Service Schedule upon request. Such estimated Renewal Rates do not include additional licenses, integration or implementation services, training services, or additional services as described in Section 13. **60 days prior to the end of the initial term or any renewal term, GeoCivix will send Customer an invoice for a one-year extension of this Agreement (which will include Annual Hosting, Maintenance, Licensing, and Support). The rate for such renewal may be the same (or different) as the estimated Renewal Rates provided by GeoCivix in the Service Schedule, and such Renewal Rate shall be limited as set forth in 12.3. All Renewal Rates are stated in one-year terms and shall be paid in up-front, lump sum payments. Should Customer desire to renew this Agreement, Customer shall pay such invoice prior to the expiration of the then-current term. Upon Customer's payment of the Renewal Rate, this Agreement shall be extended by the relevant extension term.** If Customer fails to timely pay the invoice, this Agreement shall terminate at the end of the then-current term. This Agreement applies to the initial term and any/all renewal terms. All references to the term of this Agreement mean and refer to the initial term and any/all subsequent renewal terms.

12.7. Early Termination Fee. If Customer terminates this Agreement prior to the end of the initial term or any renewal term, Customer agrees to pay an early termination fee of 15% of the remaining value of the Agreement based on the then-contracted term.

13. Purchase of Additional Services. Customer may elect to purchase rights for additional Licensed Users and/or additional services by purchase order from time to time. Such additional purchases shall be governed by the terms and conditions of this Agreement. Customer agrees that, absent GeoCivix express written acceptance thereof, the terms and conditions contained in any Service Schedule or other document issued by Customer to GeoCivix for the additional purchases, shall not be binding on GeoCivix to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

14. Technical Support, Training, and Consulting Services. During the term hereof, GeoCivix shall provide technical support in the form of responses to questions by email or telephone at no additional charge. If additional services are required for the proper use and operation of the Technology or if training or consulting services are requested, GeoCivix shall provide

such services on a time and materials (**T&M**) basis. GeoCivix shall provide a detailed estimated of the anticipated T&M costs for pre-approval by the Customer, (i) Customer shall pay GeoCivix for all the time spent performing such services (including all travel time), plus materials, taxes, and reimbursable expenses. Any reimbursable expenses submitted to the Customer shall include receipts and be the actual charges; and (ii) the rates for such services shall be GeoCivix then-current standard rates when such services are provided. If the pre-approved limit is exceeded, GeoCivix will notify customer prior to proceeding and with sufficient time for Customer to evaluate the situation with Customer to provide continuing services on a T&M basis. GeoCivix shall invoice Customer monthly for T&M services. Charges shall be payable upon receipt of invoice by Customer. GeoCivix reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of T&M services as well as a work order.

15. Professional Services. Customer may order professional services such as custom development (**Professional Services**) from GeoCivix by submitting a written request either by email or through an appropriate support channel. If Customer submits an order for Professional Services, such an order shall not be binding upon GeoCivix unless accepted by GeoCivix. Once an order for custom Professional Services has been accepted by GeoCivix, the parties will negotiate a mutually acceptable Statement of Work (**SOW**) for such custom Professional Services. Each SOW executed by the parties for custom Professional Services shall be subject to this Agreement. Any terms and conditions added or appended by Customer to any order submitted for Professional Services that are in addition to or inconsistent with these Terms will be deemed stricken from such order and will not be binding on GeoCivix. Unless noted otherwise on the SOW, on orders less than or equal to \$2,500 in value, payment shall be due in full prior to commencement of work. Orders exceeding \$2,500 in value shall be subject to a non-refundable deposit of fifty percent (50%) of the total fees due prior to commencement of work with the remaining fifty percent (50%) due upon completion. Purchased Professional Services (including training) are non-refundable, and any unused Professional Services (including training) will expire twenty-four (24) months from the date of purchase.

16. Services Deliverables. All project deliverables will adhere to generally accepted practices of both generally accepted software development standards as well as construction and code review best practices. Based upon specific goals outlined by the Customer, acceptance of the deliverables outlined in the agreed upon scope (provided in the Project Plan Definition and signed off by both GeoCivix and Customer) would be considered a successful deployment of a fully functional, fully hosted Electronic Plan Review (EPR) platform for use by Customer.

17. Project Schedules. Project schedules are provided as a part of the Project Plan Definition and project tracking protocol. Schedules are subject to change with notice in the event of delayed information acquisition, testing delays, or modifications to scope (change orders). Schedule delays will be promptly communicated to the Customer.

18. Service Levels.

18.1 GeoCivix will provide the Services in accordance with the service levels set out in the SLA. In the event that GeoCivix fails to attain the requisite Monthly Uptime Percentage as provide for in the SLA, GeoCivix will issue service credits (**Service Credits**) to the Customer in accordance with the SLA, which Service Credits will be the sole remedy available for GeoCivix failure to meet the SLA.

18.2 Any Service Credits are subject to the exclusions and limitations listed in the SLA.

18.3 The Services are not intended to support or carry emergency or time-critical emails or communications to any providers of emergency services, and GeoCivix accepts no liability in respect of such emergency communications. GeoCivix recommends that the Customer maintains adequate backup copies of any content uploaded to the Site and exercise caution in uploading content of a confidential nature.

19. Technical Contacts. Customer shall designate one of its employees and BV's IT department as its principal contact for communicating with GeoCivix regarding technical issues hereunder. Customer may change its technical contact from time to time by written notice to GeoCivix.

20. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Services, Site, and Technology shall remain exclusively vested in and be the sole and exclusive property of GeoCivix and its licensors. The GeoCivix.com domain

name, product names and logos associated with the Services and the Technology are trademarks of GeoCivix or third parties.

In addition, Customer hereby transfers and assigns to GeoCivix any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer personnel relating to the Services or the Technology.

22. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this section terms governing the use and protection of certain information one party (**Owner**) may disclose to the other party (**Recipient**).

22.1 Definition of Confidential Information. For purposes hereof, **Confidential Information** means (i) the terms and conditions hereof, (i) non-public aspects of the Site and the operation thereof, the Technology, and the Services and additional services provided by GeoCivix, and GeoCivix business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, is provided to Recipient within fifteen (15) days of the initial disclosure.

22.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

22.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

22.4 Limitation of Liability for Data Security Breach.

Notwithstanding anything to the contrary in this Agreement, GeoCivix's aggregate liability for any data-security breach, unauthorized disclosure of Confidential Information, or failure to maintain the security of Customer Data—whether arising from the acts or omissions of GeoCivix, its employees, subcontractors, service providers, or any other internal or external party—shall not exceed the greater of (i) the aggregate amount recoverable under GeoCivix's then-current cyber-liability insurance policy, or (ii) the liability cap set forth in Section 32 of this Agreement.

GeoCivix shall maintain cyber-liability insurance in an amount not less than one million dollars (US \$1,000,000) throughout the term of this Agreement.

23. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Customer agrees that GeoCivix is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing

the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of GeoCivix.

24. Customer Representations and Warranties.

24.1 Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customer and its Licensed Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other GeoCivix customers of GeoCivix services.

24.2 Customer acknowledges that (i) GeoCivix does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Licensed Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

24.3 In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, GeoCivix will have the right to suspend immediately any Services if deemed reasonably necessary by GeoCivix to prevent any harm to GeoCivix and its business. GeoCivix will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, GeoCivix will promptly restore the Services.

25. Representations and Warranties. GeoCivix represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between GeoCivix, and any third parties. In the event of a breach by GeoCivix of the foregoing warranties, Customer's sole and exclusive remedies shall be **(i)** GeoCivix's prompt correction of the nonconformity at its expense, or **(ii)** if GeoCivix is unable to correct the breach within a reasonable period after written notice, termination of this Agreement. Any such liability shall remain subject to the limitation of liability set forth in **Section 32**.

26. Limited Warranty. GeoCivix represents and warrants that the Services will: (i) conform to all material operational features as described in the applicable Service Schedule, and (ii) be free of errors and defects that materially affect the performance of such features (**Limited Warranty**), provided that Customer notifies GeoCivix of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at GeoCivix expense.

27. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, NEITHER GEOCIVIX, NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND GEOCIVIX, AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, , MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. For clarity, Customer's sole protection with respect to any claim of intellectual-property infringement shall be GeoCivix's indemnification obligations set forth in Section 29. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. GEOCIVIX DOES NOT WARRANT THAT THE SERVICES, TECHNOLOGY, OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES, TECHNOLOGY, OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR 100% SECURE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THAT GEOCIVIX HAS NO CONTROL OVER THE INTERNET, AND THAT GEOCIVIX IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

28. Disclaimer of Actions of Third Parties. GeoCivix does not and cannot control the flow of data to or from the Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or

controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although GeoCivix will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, GeoCivix cannot guarantee that such events will not occur. GEOCIVIX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT GEOCIVIX SUBCONTRACTORS.

29. Intellectual Property Indemnity. Except for third party software (including without limitation open source software), GeoCivix (the **Indemnifying Party**) will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that the Indemnifying Party is notified in writing of such claim promptly after such claim is made upon Customer. The Indemnifying Party shall have the right to control any defense of the claim. In no event shall either Party settle any such claim without the other Party's prior written approval. The Indemnifying Party shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Technology or Services other than by the Indemnifying Party, (ii) any combination of the Technology or Services by Customer with other programs or data not furnished by the Indemnifying Party, or (iii) any use by Customer of the Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Technology or Services are intended.

30. Options for Infringement Claims. If any party is enjoined from using the Technology, or if GeoCivix believes that the Technology may become the subject of a claim of intellectual property infringement, GeoCivix, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Service Schedule; or (iii) terminate this Agreement, in which case GeoCivix shall refund to Customer any and all fees paid in advance by Customer for those Services or Technology not provided and provide, at Customer's request and free of charge, the Customer Data in a database document format. This section and the preceding section set forth the entire liability of GeoCivix to Customer for any infringement by the Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this section does not apply to third party software including without limitation open-source software.

31. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL ANY PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. Liability Cap. Except for the indemnity and confidentiality obligations provided herein, GeoCivix's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed 75% of annual renewal fees payable by Customer for the one (1) billing period immediately preceding the claim for such liability.

33. Insurance Requirements. GeoCivix agrees to keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than one million dollars (\$1 million) per occurrence for bodily injury and property damage, (ii) Automobile liability insurance properly safeguarding Contractor against liabilities for death, personal injury, and property damage arising out of the use of hired, non-owned automobiles in the aggregate amount of one million dollars (\$1 million) and (iii) workers' compensation insurance in an amount not less than that required by applicable law. GeoCivix will cause its insurance provider(s) to name Customer as an additional insured and, upon request by Customer, deliver to Customer certificates of insurance which evidence the minimum levels of insurance set forth above and notify Customer in writing of the effective date thereof.

34. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue as described in the Service Schedule. The initial term hereof shall automatically renew for successive one (1) year terms upon Customer's payment of the then-current Renewal Rate unless GeoCivix or Customer notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew, or fails to timely make payment of the Renewal Rate as described in Section 12.6. Both the initial term and any renewal terms are subject to earlier termination as otherwise provided herein. Either GeoCivix or Customer may choose not to renew this Agreement without cause for any reason.

35. Termination Upon Insolvency. In the event either party becomes the subject of any insolvency, bankruptcy, or similar proceeding, or makes an assignment for the benefit of creditors, the other party may terminate this Agreement upon written notice. For clarity, no such termination shall occur automatically, and the non-defaulting party shall provide written notice and a reasonable opportunity (not less than thirty (60) days) for the affected party to demonstrate its ability to continue performing its obligations under this Agreement.

36. Termination For Cause. If any party fails to comply with any of the material terms and conditions of this Agreement or Service Schedule, including without limitation the payment of any subscription license fee or reimbursement due and payable to GeoCivix under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Service Schedules and any and all license rights upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

37. Termination by GeoCivix for End of Life. GeoCivix intends to continue to provide and support the Services for so long as Customer renews in accordance with the applicable Service Schedule; provided, however, if, GeoCivix determines in its sole discretion that it is no longer feasible to support the Services, GeoCivix may terminate this Agreement for end of life at any time by providing one hundred eighty (180) days written notice to Customer.

38. Return of Materials. Within ten (10) days of the expiration or termination of any license under any Service Schedule, Customer shall return to GeoCivix any materials provided by GeoCivix.

39. Transition Services. If Customer is current in all payments due to GeoCivix at the time of expiration or termination hereof, GeoCivix shall provide to Customer its Customer Data in a standard database document format readily available to GeoCivix at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to GeoCivix a reasonable fee for technical services as determined by GeoCivix.

40. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by any party to another in accordance with this section. Such notice will be deemed to be given when received.

41. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by any party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of any party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to GeoCivix hereunder.

42. U.S. Government End-Users. The Technology incorporated therein, the Site, and the Services all consist of commercial items, as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software and commercial computer software documentation, as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

43. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile. This Agreement may be modified only by a written agreement signed by the parties. The failure of any party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the

right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.



Town of Southwest
Ranches

(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. Muñiz, 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
DATE: 09/24/26
SUBJECT: Town Hall Flooring Project - Phase One

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

NO

Strategic Priorities

Improved Infrastructure
Sound Governance

Background

The Town Hall and Council Chambers flooring has significantly deteriorated over time,

resulting in visible wear, stains, holes, and uneven surfaces that detract from the building's appearance, create safety concerns, and diminish the professionalism and comfort of the public environment. Replacing the flooring will improve safety, durability, and functionality while supporting the Town's commitment to maintaining well kept public facilities. Although funding for the flooring replacement was included in the Fiscal Year 2026 Budget, quotations received showed that the full project could not be completed within the original allocation.

To address this, the project has been divided into two phases. Phase 1 covers all materials and the complete installation for the Council Chambers, while Phase 2 of the project, budgeted at \$83,148.70 in Fiscal Year 2027, will include all services necessary to complete the remaining Town Hall installation. Both phases will be completed through the Sourcewell government cooperative contract, and the Resolution authorizes the Town Administrator to approve limited change orders as needed to ensure project completion in the best interest of residents and staff.

Fiscal Impact/Analysis

Phase 1 of the flooring project is currently budgeted in Fiscal Year 2026. Town Council approved an additional \$150,000 to be budgeted in Fiscal Year 2027, allowing for Phase 2 of the flooring project to be funded at a cost of \$83,148.70.

Staff Contact

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

[Town Hall Flooring Reso -Russell Review_TA APP.docx](#)
[EXH A Job 211258 Option 10 \(Phase 1\) \(002\).pdf](#)
[EXH B TSWR Coop linking agrm AS CORRECTED.docx](#)

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SHAW INTEGRATED & TURF SOLUTIONS, INC. FOR PHASE 1 OF THE TOWN HALL FLOORING REPLACEMENT PROJECT IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED AND EIGHTY-SIX DOLLARS AND FORTY-FOUR CENTS (\$74,986.44) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Hall and Council Chambers floors have remained in place since the building's inception and have become visibly worn and damaged due to years of high foot traffic from residents and visitors; and

WHEREAS, the existing flooring now exhibits significant wear, including stains and holes that diminish the building's appearance and professionalism, creating a less welcoming environment for the public; and

WHEREAS, these deteriorated conditions also present potential safety concerns, including tripping hazards caused by uneven surfaces and exposed areas; and

WHEREAS, replacing the deteriorated flooring will enhance the appearance, safety, and functionality of the Town Hall and Council Chambers; and

WHEREAS, updated flooring will provide a more professional, welcoming, and durable surface better suited to accommodate ongoing public use, staff activity, and official town functions; and

WHEREAS, improvements to the facility support the Town's commitment to maintaining safe, well-kept, and professional public spaces for residents, visitors, and employees; and

WHEREAS, a Program Modification (PM) for flooring replacement for Town Hall and the Council Chambers was approved in the Fiscal Year 2026 Budget by the Town Council in the amount of \$75,000.00; and

WHEREAS, in soliciting quotations it became evident the Fiscal Year 2026 budgeted amount would not be sufficient to complete the project in its entirety; and

WHEREAS, the entire project has been divided into two phases with Phase 1 including the cost of all materials for the entire project and all services necessary to complete the Council Chambers installation portion of the project; and

WHEREAS, Phase 2 of the project will be Eighty-Three Thousand One Hundred Forty-Eight Dollars and Seventy Cents (\$83,148.70) and it is included in Fiscal Year 2027 and will include all services necessary to complete the remainder of Town Hall installation portion of the project; and

WHEREAS, it is determined that the two phases of the flooring replacement project can be awarded through the Sourcewell Solicitation Number: 061323 government cooperative contract attached hereto as Exhibit B; and

WHEREAS, approval of this Resolution authorizes the Town Administrator to approve any change orders related to this project, submitted by Shaw Integrated & Turf Solutions, Inc. in an amount not to exceed Seven Thousand Four Hundred Ninety-Eight Dollars and Sixty-Four Cents (\$7,498.64), which represents no more than ten percent (10%) of the total phase 1 project cost, thereby ensuring the overall project does not exceed Eighty-Two Thousand Four Hundred Eighty-Five Dollars and Eight Cents (\$82,485.08); and

WHEREAS, the Town Council hereby approves utilizing unassigned fund balance (reserves) on any change orders related to this project, submitted by Shaw Integrated & Turf Solutions, Inc. in an amount not to exceed Seven Thousand Four Hundred Eighty-Five Dollars and Eight Cents (\$7,485.08); and

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

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 Shaw Integrated & Turf Solutions, Inc. in the amount of Seventy-Four Thousand Nine hundred and Eighty-Six dollars and Forty-Four cents (\$74,986.44) for Phase 1 of the replacement and installation of flooring throughout Town Hall in substantially the same form as attached hereto as Exhibit "A."

Section 3. The Town Council hereby approves utilizing unassigned fund balance (reserves) on any change orders related to this project, submitted by Shaw Integrated & Turf Solutions, Inc. in an amount not to exceed Seven Thousand Four Hundred Eighty-Five Dollars and Eight Cents (\$7,485.08); and

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an agreement and to sign any and all documents that 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

1001.2026.092

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EXHIBIT "A"
PHASE 1

Proposal Submitted To Town of Southwest Ranches		Attention Christina Semeraro		Phone (954) 434-0008	Fax () -	Date 09/03/26	
Proposal Name Option 10 (Phase 1)				Job Name Southwest Ranches Town Hall		Job # 211258	
Street 13400 Griffin Rd				Job Street 13400 Griffin Rd		Proposal ID 243216	
City, State and Zip Southwest Ranches, FL 33330--		Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Southwest Ranches, FL 33330--26:	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
OM- (VY927) Moonstruck 9x47 color 150 Ardor	TBS/To Be Selected	12,211.50	SY	\$3.30	\$40,297.95
720 Dustless Gray	00500/Gray	215.00	Bag	\$14.25	\$3,063.75
Pro Grout+ 25 lb bag	TBS/To Be Selected	43.00	Bag	\$39.23	\$1,686.89
Open Market - MRS101 Moisture Resistant Skim Coat & Patching 10 LB Bags - 286CA	00001/MRS101	54.00	Bag	\$17.56	\$948.24
Carpet Demolition (Standard)		296.00	SY	\$1.75	\$518.00
Carpet Disposal		296.00	SY	\$1.37	\$405.52
LVT/VCT Demolition (Standard)		2,664.00	SF	\$0.85	\$2,264.40
Self Leveling up to 1/4"		2,664.00	SF	\$0.53	\$1,411.92
Ceramic/Porcelain Install (excludes material)		2,664.00	SF	\$5.91	\$15,744.24
Hourly Rates for Services not Listed		3.00	Hour	\$83.12	\$249.36
Open Market - Wood Baseboards (primed white)		300.00	LF	\$2.12	\$636.00
Open Market- Installation of Wood Baseboards		300.00	LF	\$2.29	\$687.00
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$7,073.17	\$7,073.17
Base Bid Total:					\$74,986.44

Proposal Inclusions and Exclusions:

- 30161700-24-SRCWL-ACS
Sourcewell Contract# 061323-SII
- Our remit-to address
SHAW INTEGRATED & TURF SOLUTIONS
PO Box 748552
Atlanta, GA 30384-8552
- Local Contact: Noreen Shouldis Installer: Southeast Floors
- Please e-mail your Purchase Order to Cody Collins at cody.collins@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- Shaw is not licensed as an asbestos abatement Contractor. If asbestos is discovered at the jobsite, work shall cease immediately. Flooring Contractor/Subcontractor will not resume work until the asbestos has been sealed or abated through a certified asbestos abatement contractor.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- All pricing is based on work being completed during normal working hours.

Proposal Inclusions and Exclusions:

12. SITS License Numbers: AL 57717, AK 198637, AZ ROC340172, AR 425700423, CA 1104309, CT MCO.0904495, DE 2022707978, GA GCCO007817, ID 02790, IA C143575, LA 73789, MN IR793001, MS 24811-SC, MT 265535, NE 25084-22, NM 409483/28744860162022, NV 90225, NC 87924, ND 46612, OR 240563, RI GC-33871, SC 124179, TN 77794, UT 12846822-5501, VA 2705183154, WA SHAWITT789M2, WV WV061877
13. Some of the materials on this proposal/quote are being distributed by a 3rd party vendor. For this reason, Shaw is not able to accept returns or issue a credit. Shaw does not provide warranty for third party products provided by the subcontractor/installation provider.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: **Cody Collins** **Cody Collins** **\$74,986.44**
Email: cody.collins@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Integrated and Turf Solutions, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: Town of Southwest Ranches Signed: _____ Date: Page 32 of 42

**COOPERATIVE AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
SHAW INTEGRATED & TURF SOLUTIONS, 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 Shaw Integrated & Turf Solutions, Inc. ("Contractor") with an address at 616 East Walnut Avenue, Dalton, GA 30721 for the Town Hall Flooring Project utilizing the Department of Management Services contract entitled Flooring Materials, with Related Supplies and Services, an agency of the State of Florida Alternate Contract Source (ACS) No. 30161700-24-SRCWL-ACS which is based upon the Sourcewell government cooperative contract #061323-SII as may be amended from time to time, and attached hereto and made a binding part hereof by this reference, with the addition of the following specific terms:

1. This Agreement includes the solicitation Terms and Conditions, Specifications/Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, and Contractor's proposal for the Town Hall Flooring Project, collectively referred to as the "Cooperative Contract."
2. The Cooperative Contract was competitively solicited and awarded by Sourcewell, located in Staples, MN. The Contractor has exhibited by its response to the sealed solicitation publicly advertised on April 25, 2023 for Flooring Materials with Related Supplies and Services that it can provide the required services and agrees to provide the required services to the Town and the parties hereto have agreed to the terms and conditions cited in the Cooperative Contract and herein based on said solicitation and to be bound by the terms of this Agreement, as may be amended by Sourcewell from time to time.

SECTION 1. DEFINITIONS

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

"Town" shall refer to the Town of Southwest Ranches, a municipal corporation in the State of Florida.

SECTION 2. EFFECTIVE DATE

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

SECTION 3. INITIAL CONTRACT PERIOD

Pursuant to the Award Letter, the contract is valid through December 31, 2027, or until the completion of Phase 2 of the Town Hall Flooring Project, whichever occurs first. Expiration or completion of the Contract shall not affect any warranty or other obligations that, by their terms or nature, survive completion or expiration.

SECTION 4. PROJECT

The Contractor will perform the Town Hall Flooring Project in accordance with the Contractor's project proposal dated September 03, 2026 and attached hereto as Phase 1 (Job #211258/Proposal ID #243216) and project proposal dated August 27, 2026 attached hereto as Phase 2 (Job #213398/Proposal ID #243232).

SECTION 5. PROJECT LOCATION

Unless modified in writing by the Town Administrator or their designee, the locations for installation and associated accessories shall be in adherence to the Contractor's proposals dated August 27, 2026 and September 03, 2026 and attached hereto.

SECTION 6. CONTRACT PROVISIONS

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

SECTION 7. NOTICE

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

If to Town:

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

With a copy to:

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

If to Contractor:

ATTN: Cody Collins
Shaw Integrated & Turf Solutions, Inc.
3435 Dug Gap Rd., Mail Drop 026-07
Dalton, GA 30720

SECTION 8. 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 9. 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 10. CONFLICT

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

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR

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

SECTION 12. EQUAL OPPORTUNITY EMPLOYER

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

SECTION 13. AUDITING, RECORDS, AND INSPECTION

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

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

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

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

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

SECTION 14. INDEMNIFICATION

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 11 of the Cooperative Contract and Section 13 of this Agreement shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs at all tribunal levels.

SECTION 15. BUDGETARY CONSTRAINTS

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

SECTION 16. SCRUTINIZED COMPANIES

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

SECTION 17. INSURANCE

Contractor shall maintain the insurance coverage required pursuant to Section 18 of Sourcewell Contract No. 061323-SII, which requirements are incorporated herein by reference. The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Evidence of required insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 18. INSPECTOR GENERAL AND ETHICS

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

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

(2 CFR 200 APPENDIX ii COMPLIANCE):

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

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

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

B. EQUAL EMPLOYMENT OPPORTUNITY

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

INTENTIONALLY OMITTED

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

D. FEDERAL CLEAN AIR AND WATER ACTS

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

E. 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.

F. ANTI-LOBBYING

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

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

G. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

H. NONDISCRIMINATION

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

I. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

J. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

K. CONFLICTS OF INTEREST

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

L. FLORIDA BUILDING CODE (FBC)

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

M. VIOLATIONS OF LAW

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

N. VERIFICATION OF EMPLOYMENT STATUS

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

Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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 E-Verify 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 sub vendors/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.

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

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

P. PROCUREMENT OF RECOVERED MATERIALS

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

Q. 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.

R. 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 Agreement, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

S. FOREIGN ENTITY COMPLIANCE

Contractor represents and warrants that it is eligible to contract with the Town under all applicable provisions of Sections 287.138, 288.007, and 692.201 through 692.204, Florida Statutes. By executing this Agreement, Contractor further certifies, under penalty of perjury, that it is not prohibited from contracting with the Town under such statutes and is in compliance with all applicable requirements thereof.

T. HUMAN TRAFFICKING CERTIFICATION

Pursuant to Section 787.06, Florida Statutes, Contractor certifies, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes. Contractor further certifies that the individual executing this Agreement is duly authorized to make this certification on behalf of Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates set forth below. The individual executing this Agreement on behalf of Contractor further declares, under penalties of perjury, that he or she has read the foregoing representations and certifications contained in Sections S and T of this Agreement, that the facts stated therein are true and correct, and that he or she is duly authorized to execute this Agreement on behalf of Contractor.

SHAW INTEGRATED & TURF SOLUTIONS, INC. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute the same by Council action on the ____ day of _____, 2026.

WITNESSES:

SHAW INTEGRATED & TURF SOLUTIONS, INC.

_____,

By: _____
_____(title)
____ day of _____ 2026

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitzkreuz, 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
1001.2026.093