



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 15, 2014

Southwest Ranches Council Chambers
7:00 PM MONDAY

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor
Jeff Nelson

Vice-Mayor
Gary Jablonski

Town Council
Steve Breitzkreuz
Freddy Fisikelli
Doug McKay

Town Administrator
Andrew D. Berns

**Town Financial
Administrator**
Martin Sherwood, CPA CGFO

Town Attorney
Keith M. Poliakoff, J.D.

Town Clerk
Russell C. Muñiz, MMC

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. **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.

4. **Board Reports**

5. **Council Member Comments**

6. **Legal Comments**

7. **Administration Comments**

8. **Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SIXTH MODIFICATION TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); ADDING ADDITIONAL ZONING SERVICES AND EXTENDING THE AGREEMENT THROUGH SEPTEMBER 30, 2017; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

9. **Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A NEW AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC. TO CLAIRFY THE SERVICES THAT IT PROVIDES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

10. **Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2008-018 TO ESTABLISH A REVISED COMPREHENSIVE FEE SCHEDULE FOR DEVELOPMENT AND PERMIT REVIEW FEES; AND PROVIDING AN EFFECTIVE DATE.

- 11. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT'S REIMBURSEMENT DETERMINATION FOR HURRICANE WILMA FOR AN AMOUNT NOT TO EXCEED \$45,996.67; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
- 12. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO WINNINGHAM AND FRADLEY, INC., CRAVEN AND THOMPSON AND ASSOCIATES INC., AND KEITH AND ASSOCIATES, INC., FOR PROFESSIONAL SURVEYING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 13. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WHITELEAF LLC DBA TRAFFIC SOLUTIONS IN THE AMOUNT OF \$111,553.57 FOR STRIPING AND SIGNAGE IMPROVEMENTS IN COUNTRY ESTATES ALONG SW 185TH WAY, 186TH AVENUE, AND 188TH AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- 14. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE \$450,446.00 TO COMPLETE THE TOWN'S COMPREHENSIVE INTERCONNECT DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- 15. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE \$75,000.00 TO COMPLETE THE DRAINAGE IMPROVEMENTS ALONG SW 54TH PLACE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- 16. Approval of Minutes**
 - a. Minutes for August 14, 2014 – Regular Meeting
- 17. Adjournment**

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



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(954) 434-0008 Town Hall
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Steve Breitkreuz, Council Member
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Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Emily McCord, Community Services Coordinator

DATE: August 28, 2014

SUBJECT: Modification of Contracts for Planning and Zoning Permit Review

Recommendation

To place this item on the agenda to modify existing agreements with the Mellgren Planning Group, Inc. and CSI Code Services Inc. Town Administration proposes amending Code Service's Inc.'s (CSI) contract to include permit review, certificates of use, and special event permits beginning October 1, 2014. The Mellgren Planning Group will continue reviewing Public Hearing, Land Use, and Unified Land Development Code items.

Issue

Residents must obtain approvals from three divisions in order to receive a permit from the Town of Southwest Ranches: Planning and Zoning, Engineering, and Building. The Mellgren Planning Group's office is located at 6535 Nova Drive Suite 110, Davie, FL, which is approximately eight miles from Town Hall. Engineering review takes place within Town Hall. The Building Department is located at 3265 Meridian Parkway, Suite 100, Weston, FL 33331, which is 3.5 miles from Town Hall. Multiple trips to each location are frequently necessary in order to obtain a permit.

Background

Planning and Zoning functions have been outsourced to the Mellgren Planning Group since 2001. Planning and Zoning services include assisting residents in determining how their property may be used or developed; explaining zoning regulations and platting requirements; processing public hearing items that include re-zonings, platting, site plans and variances; providing general information to the public; issuing certificates of

use for occupational licensing and coordinating zoning, engineering and building permit review.

The department provides liaison services to the Comprehensive Plan Advisory Board (CPAB), and provides professional input and testimony to the Town Council concerning planning and development matters.

The department administers and maintains the Unified Land Development Code and Comprehensive Plan, the latter of which addresses Future Land Use, Housing, Transportation, Recreation and Open Space, Conservation, Utilities, Public School Facilities, Intergovernmental Coordination, and Capital Improvements.

The Town has had an agreement with CSI Code Services, Inc. since 2006. These services are operated from Town Hall.

Benefit Analysis:

- **Reduced fees to applicant:** Town Administration has negotiated with CSI to reduce permit fees at least 40%, a substantial savings to our residents. In 2013, the Mellgren Planning Group issued 153 permits and collected \$70,266 in fees. Therefore, the average permit cost \$459. Using these same numbers, the average permit fees would be reduced to \$276, a savings of \$183 per residential permit.
- **Location:** Using the centrally located Rolling Oaks Park address as an example, a resident currently travels an estimated 60 miles for a single permit application. If comments are generated, the required mileage could double. Centrally locating Engineering and Zoning permit review in Town Hall reduces resident travel distance to approximately 18 miles.
- **No additional staffing required:** This proposal requires a reallocation of currently procured contractual services. CSI has the background and experience to complete this work. Robert Solera served as the Assistant Building Department Director and Community Development Director in the City of Sunny Isles Beach performing all zoning plan review. CSI currently employs two full time employees: Robert Solera and Julio Medina.
- **Enhanced customer service:** By having both departments within the same building, customers will have the benefit of being able to meet with both departments at the same time in one location for an enhanced customer service experience.

Town Administration proposes amending Code Service's Inc.'s (CSI) contract to include permit review, certificates of use, and special event permits. These development permits are usually residents and they will now see a reduction in

costs and increased convenience, which is highly desirable. The Mellgren Planning Group will continue reviewing Public Hearing, Land Use, and Unified Land Development Code items. These items, such as quasi-judicial items, are typically non-local developers and property owners.

- **Reduced permit review times:** Applicants currently take their applications to the Mellgren Planning Group. Once the plans are approved, they pick the plans up and take them to Town Hall and submit to Engineering. By having both departments in Town Hall, permit applications can be reviewed concurrently offering a more convenient and expedited process to our residents.
- **Final Inspections:** For most permits, the Mellgren Planning Group does not complete final inspections; they rely on an as-built survey and the Engineering Department's final inspection report. By having both functions in Town Hall the departments can work together, share resources, and reduce overall staff time. Initiating permit reviews with CSI, the Town's current Code Enforcers, ensures the Town's code requirements are being followed.
- **Increased Coordination:** By having CSI review the permits in-house, coordination will be increased. Permit applications can be reviewed concurrently as they are handed from one desk to another. Staff time will be greatly reduced.
- **Reduced fees to Town:** The Mellgren Planning Group charges for each phone call from Town Hall. The interagency coordination line item on their bills the last two years has cost the Town approximately \$9,000 annually. (Budget line item 001-2500-515-34320) This amount will be significantly reduced by utilizing an enhanced scope of services within CSI's existing contract. CSI has agreed to no interagency coordination fees.
- **Reduced sets of plans:** Currently applicants must provide four sets of plans: 1. Planning and Zoning; 2. Engineering; 3. Building; 4. Job Copy. The new proposal will require applicants to submit only three sets of plans, thus saving the applicant money and saving the Town storage space.
- **Certificates of Use:** Since 2004, the Mellgren Planning Group has issued 265 Certificates of Use. This is a one-time letter issued for a \$125 fee. The entire fee is currently collected and kept by the Mellgren Planning Group. This does not include a physical inspection verifying the business type. A history by year is below:

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
26	31	35	23	33	20	28	35	23	11

The proposed change will have CSI reviewing Certificates of Use at a \$100 fee with 20% coming to the Town and performing an inspection of the location with the scope of service with no extra cost. Broward County Records, Taxes and

Treasury Division provided a list of businesses within the Town of Southwest Ranches they collected Business Tax Receipts from in 2014, which totaled 269.

- **Special Event Permits:** The Mellgren Planning Group charges \$437.41 for single Special Event Permits and \$377.91 for recurring Special Event Permits. CSI will maintain these same permit fees for commercial special event permits. However, CSI will initiate a nominal fee for special events permits for residential owners.
- **No Code Conflict:** Due to the reactive nature of the Town's code enforcement rather than proactive nature of the Town's code enforcement, there is not a conflict of interest for this joint venture. In addition to this, CSI will not charge an additional fee or penalty fee for an after the fact permit. Currently, the Town charges four times the initial permit fee for an after the fact permit, so due to the nature of the CSI's Code Enforcement contract this policy may need to change.

Fiscal Impact

The Permitting account number 001-2500-515-34300 will be for CSI. The Planning and Zoning Town Item account number 001-2500-515-34320 will be split between TMPG and CSI. Account numbers 001-2500-515-34310 (Public Hearings) and 001-2500-515-34330 (Land Use) will continue to be TMPG.

Staff Contact

Emily McCord, Community Services Coordinator

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SIXTH MODIFICATION TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); ADDING ADDITIONAL ZONING SERVICES AND EXTENDING THE AGREEMENT THROUGH SEPTEMBER 30, 2017; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 29, 2006, pursuant to Resolution No. 2006-051, the Town Council approved an agreement with CSI Code Services, Inc. ("CSI") to provide code enforcement services to the Town of Southwest Ranches ("Town"); and

WHEREAS, on April 6, 2006, pursuant to Resolution No. 2006-058, the Town Council modified the agreement to provide for additional hours of code enforcement services at an adjusted cost; and

WHEREAS, on June 14, 2007, pursuant to Resolution No. 2007-073, the Town Council approved the First Amendment to its Agreement with CSI Code Services, Inc., providing for an additional code enforcement officer; and

WHEREAS, on February 19, 2009, pursuant to Resolution No. 2009-039, the Town Council approved the Second Amendment to its Agreement with CSI Code Services, Inc., which extended the term of the Agreement for an additional three years until February 19, 2012; and

WHEREAS, on January 12, 2012, pursuant to Resolution No. 2012-026, the Town Council approved the Third Amendment to its Agreement with CSI, which extended the term of the Agreement through April 30, 2012; and

WHEREAS, on March 22, 2012, pursuant to Resolution No. 2012-035, the Town Council approved the Fourth Amendment to its Agreement with CSI, which extended the term of the Agreement until March 31, 2015; and

WHEREAS, on January 10, 2013, pursuant to Resolution No. 2013-025, the Town Council approved the Fifth Amendment to its Agreement with CSI, which approved CSI's selection of Robert Solera as the Town's Chief Code Officer; and

WHEREAS, the Town desires to modify its Agreement with CSI to include additional zoning services and extend the term of the Agreement until September 30, 2017; and

WHEREAS, this Resolution and the attached Fifth Amendment to the Agreement seeks to effectuate the extension as described herein.

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

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

Section 2. The Town Council hereby approves the Fifth Amendment to the Agreement with the CSI Code Services, Inc. as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

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

Section 4. That this Resolution shall become effective on October 1, 2014.

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

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

_____ and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fiskelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



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COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Emily McCord, Community Services Coordinator

DATE: August 28, 2014

SUBJECT: Modification of Contracts for Planning and Zoning Permit Review

Recommendation

To place this item on the agenda to modify existing agreements with the Mellgren Planning Group, Inc. and CSI Code Services Inc. Town Administration proposes amending Code Service's Inc.'s (CSI) contract to include permit review, certificates of use, and special event permits beginning October 1, 2014. The Mellgren Planning Group will continue reviewing Public Hearing, Land Use, and Unified Land Development Code items.

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The Town has had an agreement with CSI Code Services, Inc. since 2006. These services are operated from Town Hall.

Benefit Analysis:

- **Reduced fees to applicant:** Town Administration has negotiated with CSI to reduce permit fees at least 40%, a substantial savings to our residents. In 2013, the Mellgren Planning Group issued 153 permits and collected \$70,266 in fees. Therefore, the average permit cost \$459. Using these same numbers, the average permit fees would be reduced to \$276, a savings of \$183 per residential permit.
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costs and increased convenience, which is highly desirable. The Mellgren Planning Group will continue reviewing Public Hearing, Land Use, and Unified Land Development Code items. These items, such as quasi-judicial items, are typically non-local developers and property owners.

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Fiscal Impact

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Staff Contact

Emily McCord, Community Services Coordinator

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A NEW AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC. TO CLAIRFY THE SERVICES THAT IT PROVIDES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc.; and

WHEREAS, more than fourteen years later, the Town is pleased to still be under contract with the Mellgren Planning Group, Inc.; and

WHEREAS, the Town and the Mellgren Planning Group, Inc. wish to enter into a new agreement to clarify the services being provided to the Town; and

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

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

Section 2. The Town Council hereby approves a new Agreement with the Mellgren Planning Group, Inc., which clarifies the services provided to the Town, as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

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

Section 4. That this Resolution shall become on October 1, 2014.

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

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

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Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



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COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Emily McCord, Community Services Coordinator

DATE: August 28, 2014

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- **Reduced permit review times:** Applicants currently take their applications to the Mellgren Planning Group. Once the plans are approved, they pick the plans up and take them to Town Hall and submit to Engineering. By having both departments in Town Hall, permit applications can be reviewed concurrently offering a more convenient and expedited process to our residents.
- **Final Inspections:** For most permits, the Mellgren Planning Group does not complete final inspections; they rely on an as-built survey and the Engineering Department's final inspection report. By having both functions in Town Hall the departments can work together, share resources, and reduce overall staff time. Initiating permit reviews with CSI, the Town's current Code Enforcers, ensures the Town's code requirements are being followed.
- **Increased Coordination:** By having CSI review the permits in-house, coordination will be increased. Permit applications can be reviewed concurrently as they are handed from one desk to another. Staff time will be greatly reduced.
- **Reduced fees to Town:** The Mellgren Planning Group charges for each phone call from Town Hall. The interagency coordination line item on their bills the last two years has cost the Town approximately \$9,000 annually. (Budget line item 001-2500-515-34320) This amount will be significantly reduced by utilizing an enhanced scope of services within CSI's existing contract. CSI has agreed to no interagency coordination fees.
- **Reduced sets of plans:** Currently applicants must provide four sets of plans: 1. Planning and Zoning; 2. Engineering; 3. Building; 4. Job Copy. The new proposal will require applicants to submit only three sets of plans, thus saving the applicant money and saving the Town storage space.
- **Certificates of Use:** Since 2004, the Mellgren Planning Group has issued 265 Certificates of Use. This is a one-time letter issued for a \$125 fee. The entire fee is currently collected and kept by the Mellgren Planning Group. This does not include a physical inspection verifying the business type. A history by year is below:

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
26	31	35	23	33	20	28	35	23	11

The proposed change will have CSI reviewing Certificates of Use at a \$100 fee with 20% coming to the Town and performing an inspection of the location with the scope of service with no extra cost. Broward County Records, Taxes and

Treasury Division provided a list of businesses within the Town of Southwest Ranches they collected Business Tax Receipts from in 2014, which totaled 269.

- **Special Event Permits:** The Mellgren Planning Group charges \$437.41 for single Special Event Permits and \$377.91 for recurring Special Event Permits. CSI will maintain these same permit fees for commercial special event permits. However, CSI will initiate a nominal fee for special events permits for residential owners.
- **No Code Conflict:** Due to the reactive nature of the Town's code enforcement rather than proactive nature of the Town's code enforcement, there is not a conflict of interest for this joint venture. In addition to this, CSI will not charge an additional fee or penalty fee for an after the fact permit. Currently, the Town charges four times the initial permit fee for an after the fact permit, so due to the nature of the CSI's Code Enforcement contract this policy may need to change.

Fiscal Impact

The Permitting account number 001-2500-515-34300 will be for CSI. The Planning and Zoning Town Item account number 001-2500-515-34320 will be split between TMPG and CSI. Account numbers 001-2500-515-34310 (Public Hearings) and 001-2500-515-34330 (Land Use) will continue to be TMPG.

Staff Contact

Emily McCord, Community Services Coordinator

RESOLUTION NO.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION
NO. 2008-018 TO ESTABLISH A REVISED COMPREHENSIVE
FEE SCHEDULE FOR DEVELOPMENT AND PERMIT REVIEW
FEES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-046 the Town Council established a fee schedule for cost recovery of development and permit review fees; and

WHEREAS, on December 6, 2007, pursuant to Resolution No. 2008-018 the Town Council revised the base cost for development and permit review fees; and

WHEREAS, Ordinance 2011-02 establishes that permit fees are set by Resolution of the Town Council; and

WHEREAS, this Resolution seeks to establish a revised base cost for development and permit review fees.

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 amends Resolution 2008-018 to establish a revised comprehensive fee schedule for development and permit review fees, as specifically delineated in Exhibit "A". Said revised fees shall become effective on October 1, 2014.

Section 3. That this Resolution shall become effective on October 1, 2014.

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

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

_____ and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

Exhibit A

ZONING PERMIT FEES BY TYPE	PERMIT FEE	RESUBMISSION FEE
New Single Family Home	\$550.00	\$150.00
Guest House	\$400.00	\$100.00
Residential Addition	\$505.00	\$100.00
Certificate of Conformity	\$150.00	\$100.00
Detached Ancillary Building	\$140.00	\$100.00
Prefab Shed (Built At-Grade with No Fill)	\$75.00	\$30.00
Driveways / Walkways	\$135.00	\$35.00
Enclosure on Existing Slab	\$185.00	\$35.00
Fences, Walls	\$132.00	\$100.00
Interior Remodeling	\$200.00	\$100.00
Lighting	\$200.00	\$100.00
Mobile Home (SFR Under Construction)	\$225.00	\$100.00
Non-Residential	\$490.00	\$150.00
Commercial Outdoor Event / Wayside Stands, First Time	\$265.00	\$100.00
Commercial Outdoor Event / Wayside Stands, Recurrent	\$225.00	\$60.00
Residential Outdoor Event / Wayside Stands, First Time	\$110.00	\$30.00
Residential Outdoor Event / Wayside Stands, Recurrent	\$25.00	\$0.00
Signs, Free Standing	\$440.00	\$120.00
Signs, Wall or Fence Mounted	\$225.00	\$100.00
Slabs, Patio, Sport Courts	\$125.00	\$100.00
Small Scale Structures (Generators and Awnings, Etc.)	\$84.00	\$30.00
Swimming Pool	\$367.00	\$100.00
Deck (If Part of Pool)	\$34.00	\$0.00
Fence (If Part of Pool)	\$68.00	\$20.00
Tree Removal / Tree Relocation (If Not Mandatory)	\$170.00	\$170.00
Clearing	\$629.91	\$135.00

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Town of Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330-2628

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MMC, Town Clerk

Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Sandra Luongo, General Services Manager

DATE: September 15, 2014

SUBJECT: **Final settlement of Appeal with FEMA/State DEM over Hurricane Wilma (Disaster 1609) Determination**

Recommendation

It is recommended that Town Council approve the attached Resolution of the FY 2005-2006 Hurricane Wilma reimbursement determination as proposed by Federal Emergency Management Agency (FEMA) through the State of Florida Department of Emergency Management (State DEM).

Background/Issue

On August 19, 2010, the Town received an invoice from the State DEM requesting a reimbursement in the amount of \$752,227.12 for alleged overpayment to the Town for debris removal due to Hurricane Wilma.

On May 9, 2011, through a consultant, the Town submitted a letter to the State DEM with an appeal to this determination (Attachment A). The basis of this appeal was the omission of two (2) invoices from Waste Management in the amount of \$702,716.85. This amount, combined with an adjusted administrative allowance, determined that the total amount due back to the State DEM from the Town should be only \$37,761.11.

Upon a thorough review of the appeal by FEMA and the State DEM, the Town received a determination of the appeal and an invoice for the amount of \$45,996.67 on August 5, 2014 (Attachment B). The difference of the Town's Appeal, and the FEMA/State DEM determination to the appeal is the amount of \$8,235.56 (\$45,996.67-\$37,761.11). Further Staff analysis of the determination discovered that the difference was primarily isolated to the administrative fee for Project Worksheet 1006. Subsequently, The Town has asked the State DEM to justify their reconciliation for the administrative fee allowance of PW 1006.

On September 3, 2014, the State DEM completed their review of the determination, dated August 5, 2014, and confirmed that the Town owed the State DEM the amount of \$45,996.67. The justification in the determination lies in Project Worksheet (PW) 1006, particularly in the Administrative funding allowance portion, as previously mentioned. Staff has confirmed that prior to 2008, the distribution of the administrative allowance was required to be calculated on a sliding scale percentage basis throughout the life of the PW which had numerous activities for Hurricane Wilma (disaster 1609). However, in May of 2011, the Town's Consultant improperly calculated the Administration funding portion on an actual basis which was considered the protocol after 2008. Accordingly, the lower Administrative allowance that the State DEM originally calculated is correct.

Fiscal Impact/Analysis

Funds for this reimbursement have been anticipated and budgeted within the current FY 2013-2014 Solid Waste Fund Contingency account, therefore not impacting the audited unrestricted net position (reserves) of the Solid Waste fund in the amount of \$395,110 existing as of September 30, 2013. Finance is proposing to re-appropriate funds from the current Fiscal Year 2013-2014 *Contingency* account to the *Other Charges* account (401-4100-534-49100) in the amount \$45,996.67.

Staff Contact

Sandra Luongo, General Services Manager
Martin Sherwood, Town Financial Administrator

RESOLUTION NO. 2014 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT'S REIMBURSEMENT DETERMINATION FOR HURRICANE WILMA FOR AN AMOUNT NOT TO EXCEED \$45,996.67; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 6, 2006 the Town of Southwest Ranches received a grant from FEMA, Project Worksheet 1006, for the amount of \$10,196,435 for debris removal operations due to the aftermath of Hurricane Wilma; and

WHEREAS, on August 19, 2010 the Town of Southwest Ranches received a letter and invoice for overpayment for the amount of \$752,227.12 from the State of Florida Department of Emergency Management; and

WHEREAS, on May 11, 2011 the Town of Southwest Ranches, through a consultant, submitted a letter to the State of Florida Department of Emergency Management, appealing this determination, due to the omission of vendor invoices; and

WHEREAS, upon review and negotiations with the State of Florida Department of Emergency Management, it has been determined that the Town of Southwest Ranches owes a reimbursement amount of an amount not to exceed \$45,996.67; and

WHEREAS, the Town of Southwest Ranches has anticipated and budgeted these funds within the current FY 2013-2014 Solid Waste Fund Contingency account therefore not impacting the audited unrestricted net position (reserves) of the Solid Waste fund in the amount of \$395,110 existing as of September 30, 2013.

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

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

Section 2. The Town Council hereby approves the reimbursement to the State of Florida Department of Emergency Management for an amount not to exceed \$45,996.67.

Section 3. Funds will be drawn from the Solid Waste Fund: other charges account 401-4100-534-49100.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 15th day of September, 2014, on a motion by _____ and seconded by _____.

Nelson	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Jablonski	_____	Absent	_____
Fisikelli	_____		
McKay	_____		

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

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

111870104.1



Town of Southwest Ranches

6589 S. W. 160 Avenue
Southwest Ranches, FL 33331
Phone: (954) 434-0008 Fax: (954) 434-1490
Website: www.southwesteranches.org

May 9, 2011

Attention: Robert M. (Bob) Seibert, Lead Deputy Public Assistance Officer
Florida Division of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, FL 32399-2100
Phone: 407-268-8609 / Blackberry: 850-528-5096
email: robert.seibert@em.myflorida.com

Re: Southwest Ranches, FL 33331
FEMA -1609-DR-FL / FIPS No. 011-68135-00
Appeal of request for payment in the amount of \$752,227.12/omission of \$702,716.85 from
close out version of Wilma
Package 465 – PW # 1006

Dear Mr. Seibert,

This letter is being submitted by the Town of Southwest Ranches as instructed by FEMA (see attached letter dated March 29, 2011) and The State of Florida (see attached letter dated April 11, 2011) to appeal the close out version of PW 1006. The basis of appeal is an omission in the amount of \$702,716.85 which occurred in 2008 during the final inspection and close out audit of PW 1006. This omission, when combined with deductions that are not under dispute, has resulted in an apparent excess reimbursement of \$748,484.66 for this project. When combined with all claims from Hurricane Wilma, this omission has resulted in an apparent total excess reimbursement of \$752,227.12, as shown in an invoice from the State dated August 19, 2010 and shown the table below:

Table 1 – Current apparent amount owed to the State of Florida.

Disaster 1609	PW #	Federal Share	Admin	State Share	Line Item Total
Disaster 1609	591	\$0.00	\$67.85	\$0.00	\$67.85
Disaster 1609	808	\$0.02	(\$9,065.57)	\$0.01	(\$9,065.54)
Disaster 1609	1006	\$748,484.66	\$11,978.00	\$0.01	\$760,462.67
Disaster 1609	221	\$0.00	\$160.50	\$0.00	\$160.50
Disaster 1609	4302	\$0.00	\$255.56	\$0.00	\$255.56
Disaster 1609	4333	\$0.00	\$639.52	\$0.00	\$639.52
Disaster 1609	4637	\$0.00	(\$0.01)	\$0.00	(\$0.01)
Disaster 1609	9233	\$0.00	(\$293.43)	\$0.00	(\$293.43)
Total Owed					\$752,227.12

Mayor, Jeff Nelson · Vice Mayor, Freddy Fisikelli

1

Councilmember, Steve Breitkreuz · Councilmember, Gary Jablonski · Councilmember, Doug McKay · Town Administrator, Charles H. Lynn AICP

Town of Southwest Ranches

6589 S. W. 160 Avenue
Southwest Ranches, FL 33331
Phone: (954) 434-0008 Fax: (954) 434-1490
Website: www.southwestranches.org

In January of 2011, the Town identified the cause of the apparent excess reimbursement and requested help from the State of Florida to resolve this issue. The two invoices in question are listed below:

Invoice	Invoice Amount
Waste Management Inv. SWR-051101_013	\$308,284.80
Waste Management Inv. SWR-051101_007	<u>\$394,432.05</u>
Total	\$702,716.85

The Town has provided copies of the omitted invoices, and 100% supporting documentation including all load tickets, cancelled checks, and the associated Request for Reimbursement documentation dated June of 2006. This documentation was reviewed in its entirety by the State, and deemed eligible. Our request for assistance to the State has resulted in the attached letters from FEMA and the State instructing the Town to submit an appeal.

When this issue is finally resolved, the Town estimates that it will owe \$37,761.09 to the State of Florida. This estimated amount is based on a correction applied to the apparent overpayment for PW 1006, which results in an adjusted amount of \$45,767.81 (\$748,484.66 - \$702,716.85 = \$45,767.81). When combined with an adjusted administrative allowance for this PW, and all other claims from Hurricane Wilma, the resulting overpayment to the Town is \$37,761.09 as shown in the table below:

Table 2 – Adjusted amount owed to the State of Florida.

Disaster 1609	PW #	Federal Share	Admin	State Share	Line Item Total
Disaster 1609	591	\$0.00	\$67.85	\$0.00	\$67.85
Disaster 1609	808	\$0.02	(\$9,065.57)	\$0.01	(\$9,065.54)
Disaster 1609	1006	\$45,767.81	\$228.84	\$0.01	\$45,996.66
Disaster 1609	221	\$0.00	\$160.50	\$0.00	\$160.50
Disaster 1609	4302	\$0.00	\$255.56	\$0.00	\$255.56
Disaster 1609	4333	\$0.00	\$639.52	\$0.00	\$639.52
Disaster 1609	4637	\$0.00	(\$0.01)	\$0.00	(\$0.01)
Disaster 1609	9233	\$0.00	(\$293.43)	\$0.00	(\$293.43)
				Revised Total	\$37,761.11

This letter of appeal is being submitted as directed by FEMA and the State to correct the omission as described above. We are including copies of the omitted invoices, and Request for Reimbursement documentation with this appeal letter, along with a report that fully explains the oversight that has resulted in this appeal.

The Town of Southwest Ranches respectfully requests your consideration of the facts as outlined above. We have attached copies of the data completed by our staff and our contractors, that we believe

Mayor, Jeff Nelson · Vice Mayor, Freddy Fisikelli

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Councilmember, Steve Breitzkreuz · Councilmember, Gary Jablonski · Councilmember, Doug McKay · Town Administrator, Charles H. Lynn AICP


Town of Southwest Ranches

6589 S. W. 160 Avenue
Southwest Ranches, FL 33331
Phone: (954) 434-0008 Fax: (954) 434-1490
Website: www.southwestranches.org

is more than adequate to support our claim for reimbursement. We feel that this documentation fully supports the scope of work completed under PW #1006 as allowed under 44 CFR Part 206

The Town thanks you for your consideration and attention to this matter.

Respectfully,



Charles H. Lynn, AICP
Town Administrator
Town of Southwest Ranches, Florida

CC: Congresswoman Debbie Wasserman Schultz
Charles Schinkle, Deputy Bureau Chief-Recovery (charles.shinkle@em.myflorida.com)
Doug Wright, Chief-Bureau of Recovery (doug.wright@em.myflorida.com)
Julio Casanovas, Lead Public Assistance Coordinator
Mike Matheny, Florida League of Cities
Keith Poliakoff, Town Attorney
Jean Watson, Finance Administrator
Peter Brill, Assistant Finance Director
Ivy Fivey, Administrative/Contractual Services Manager
Lee Rickles, General Services Coordinator



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

August 5, 2014

Sandra Luongo, General Services Manager
Southwest Ranches
13400 Griffin Rd
Southwest Ranches, Florida 33019

FEMA-1609-DR-FL
FIPS No. 011-68135-00

Re: First Request for Reimbursement of Overpaid Funds in the amount of \$45,996.67

Dear Ms. Luongo:

The Florida Division of Emergency Management (Grantee) has performed a financial reconciliation of DR-1609, Hurricane Wilma. This reconciliation has found that \$45,996.67 have been overpaid due to project underruns or deobligations.

The Disaster Relief Funding Agreement (attached), ARTICLE XI, Reimbursement of Funds, specifies that the "Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination."

When the Federal Emergency Management Agency reduces funding for a Subgrantee's projects, those funds are immediately withdrawn from the Grantee's account (SmartLink). Repayment of these funds is critical to the overall Public Assistance Program. If not repaid timely, there may not be enough available funding to cover the eligible work of other subgrantees.

We have enclosed documentation supporting our findings and invoice number SWR-1609-R1-FA-OS-2 is our formal request for repayment. We request that you process the invoice attached within the standard forty-five (45) days per State guidelines.

Please address your refund by September 16, 2014 in the amount of \$45,996.67 to:

Florida Division of Emergency Management
Attn: FDEM "Cashier"
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Sandra Luongo
August 5, 2014
Page Two

If you have any questions regarding this Reimbursement Request, please contact Pam Hughes, Public Assistance Grants Supervisor, at (850) 487-2032 or via e-mail at Pam.Hughes@em.myflorida.com.

Sincerely,



For Bryan W. Koon, Director
Governor's Authorized Representative

BWK/ER/ah

Enclosure: Invoice, Previous Invoices, Funding Agreement

INVOICE

STATE OF FLORIDA



Division of Emergency Management

Date: Aug 5, 2014

Invoice #: SWR-1609- R1-FA-OS-2

To: Southwest Ranches (FIPS: 011-68135-00)

13400 Griffin Rd

Southwest Ranches, Florida 33019

Projects:

Disaster	PW #	Federal Share	Admin	State Share	Line Item Total
1609	1006	(\$45,767.81)	(\$8,464.42)	\$0.00	(\$54,232.23)
1609	2221	\$0.00	(\$160.50)	\$0.00	(\$160.50)
1609	4302	\$0.00	(\$255.56)	\$0.00	(\$255.56)
1609	4333	\$0.00	(\$639.52)	\$0.00	(\$639.52)
1609	4637	\$0.00	\$0.01	\$0.00	\$0.01
1609	742	\$0.00	\$0.00	\$0.00	\$0.00
1609	808	(\$0.02)	\$9,065.57	\$0.00	\$9,065.55
1609	9233	\$0.00	\$293.43	\$0.00	\$293.43
1609	591	\$0.00	(\$67.85)	\$0.00	(\$67.85)
				SubTotal:	(\$45,996.67)

Total:

Make checks payable to State of Florida for total amount of:

\$45,996.67



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Clete Saunier, Public Works Director

DATE: September 5, 2014

SUBJECT: **Award of Continuing Contract to Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc. for Professional Surveying Services**

Recommendation

Staff recommends approving the Selection and Negotiation Committee's selection of Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc. for professional surveying services as outlined in the Request for Letters of Interest (RLI) # 13-010.

Issue

Continuing contracts with surveying firms are needed for ongoing capital improvement and transportation projects within the Town.

Background

On December 18, 2013, the Town advertised a Request for Letters of Interest (RLI) # 13-010 for a Continuing Contract for Professional Surveying Services. On February 5, 2014, the Town received six (6) responses to the advertisement. On March 24, 2014, after hearing presentations from the six shortlisted firms, the Town's Selection and Negotiation Committee, has recommended that the Town should enter into contracts with three selected firms to have three available options when seeking such services. The three selected firms are Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc.

Fiscal Impact

In anticipation of funding being appropriated in 2015 Municipal Transportation Fund account #101-5100-541-31010.

Staff Contact

Clete Saunier, Public Works Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT TO WINNINGHAM AND FRADLEY, INC., CRAVEN AND THOMPSON AND ASSOCIATES INC., AND KEITH AND ASSOCIATES, INC., FOR PROFESSIONAL SURVEYING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 2013, the Town advertised a Request for Letters of Interest (RLI) # 13-010 for a Continuing Contract for Professional Surveying Services; and

WHEREAS, on February 5, 2014, the Town received six (6) responses to the advertisement; and

WHEREAS, on March 24, 2014, after hearing presentations from the six shortlisted firms, the Town's Selection and Negotiation Committee, has recommended that the Town should enter into contracts with three selected firms to have three available options when seeking such services; and

WHEREAS, the three selected firms are Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc.; and

WHEREAS, the Town of Southwest Ranches desires to enter into a Continuing Contract with Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc. for Professional Surveying Services under the terms and conditions set forth therein.

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

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

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc. for professional surveying services as

outlined in the Request for Letters of Interest (RLI) # 13-010 attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3. The Town Council hereby approves a Continuing Contract with Winningham and Fradley, Inc., Craven and Thompson and Associates, Inc., and Keith and Associates, Inc. for Professional Surveying Services as set forth in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

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

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

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

Ranches, Florida, this ____ day of _____, _____ on a motion by _____
and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Emily McCord, Community Services Coordinator

DATE: August 19, 2014

SUBJECT: **Entering into an Agreement with the Florida Department of Environmental Protection for a Comprehensive Interconnect Drainage Project**

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with the Florida Department of Environmental Protection for a comprehensive Interconnect Drainage Project.

Issue

The Town's legal staff with the assistance of our lobbyists were successful in obtaining \$450,446 for critical infrastructure from the State budget. The Town must enter into an agreement with the Florida Department of Environmental Protection to begin the Drainage Improvements. The work must be completed before December 2015.

Background

The Town of Southwest Ranches has a comprehensive drainage project in our Capital Improvement Element, which is shown on the Town's Tertiary Drainage Plan (TDP), which has been approved and prioritized by the Drainage and Infrastructure Advisory Board.

The project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of

storm drainage pipe and concrete headwalls, concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding.

The specific interconnect drainage projects include the following:

Thoroughbred Lane Headwalls: This project includes removal of the existing pipe and replacing it with 60" RCP under Thoroughbred Lane to provide an eight foot wide grassed recovery area adjacent to each side of the roadway. This project has been fully designed. A bid to hire a contractor for this construction was advertised on May 30, 2014 and five (5) bids were timely received on July 1, 2014. After due diligence by Town staff, the lowest responsive and responsible bid for \$72,246.23 was determined to be Williams Paving. The contract approved by Council.

Drainage Outfall from 5801 SW 195 Terrace to SW 196 Avenue: This project consists of constructing 630 linear feet of drainage outfall pipe by connecting the catch basin at 5801 SW 195 Terrace to an existing catch basin on the east side of SW 196th Avenue at the vicinity of 5800 SW 196 Lane. The existing catch basins on SW 196th Avenue outfall to Canal 13 through an existing pipe from SW 196th Avenue. This project will provide flood relief to this portion of SW 195th Terrace by connecting the existing catch basins at 5801 SW 195th Terrace to the existing catch basins at 5800 SW 196th Lane and the existing pipe outfall to Canal 13. The project work area has a platted 12' wide drainage easement that is too narrow for construction. Temporary construction access agreements will be required from four property homeowners. This project is pending final design.

Drainage Outfall from 5601 SW 195 Terrace to SW 196 Avenue: This project consists of constructing 630 linear feet of drainage outfall pipe by connecting the catch basin at 5601 SW 195 Terrace to an existing catch basin on the east side of SW 196th Avenue at the vicinity of 5600 SW 196 Lane. The existing catch basins on SW 196th Avenue outfall to Canal 13 through an existing pipe from SW 196th Avenue. This project will provide flood relief to this portion of SW 195th Terrace by connecting the existing catch basins at 5601 SW 195th Terrace to the existing catch basins at 5600 SW 196th Lane and the existing pipe outfall to Canal 13. The project work area has a platted 12' wide drainage easement that is too narrow for construction. Temporary construction access agreements will be required from four property homeowners. This project is pending final design.

Outfall from Northwest Corner of Hancock and Mustang Trail to Canal: This project consists of constructing a drainage outfall from the northwest corner of the Hancock Road and Mustang Trail intersection. The work includes installation of a catch basin, drainage pipes and a headwall at the existing canal.

Outfall from Dykes Road (SW 160th Ave) to Canal: This project includes constructing a new catch basin and drainage pipe to the canal. The work includes the replacement of the concrete headwall. This project is needed to provide an additional drainage outfall

from Dykes Road. The additional outfall will relieve flooding on Dykes Road, a major collector roadway.

Outfall from SW 50th Street (SW 210 Terrace) to Canal: This project includes constructing new catch basins, drainage pipes and headwall from the intersection of SW 50th Street and SW 210th Terrace westward to the SBDD Cemetery Trails Canal. This project will provide flood relief for the intersection of SW 50th Street and SW 210 Terrace.

Drainage Outfall from 5251 SW 195 Terrace to SW 196 Avenue: This project consists of constructing 630 linear feet of drainage outfall pipe by connecting the catch basin at 5251 SW 195 Terrace to an existing catch basin on the east side of SW 196th Avenue at the vicinity of 5210 SW 196 Lane. The existing catch basins on SW 196th Avenue outfall to Canal 13 through an existing pipe from SW 196th Avenue. This project will provide flood relief to this portion of SW 195th Terrace by connecting the existing catch basins at 5251 SW 195th Terrace to the existing catch basins at 5210 SW 196th Lane and the existing pipe outfall to Canal 13. The project work area has a platted 12' wide drainage easement that is too narrow for construction. Temporary construction access agreements will be required from four property homeowners. This project is pending final design.

Outfall from SW 63rd Street to Canal at SW 188th Avenue: This project consists of construction of a drainage outfall from the intersection of SW 63rd Street and SW 185 Way and SW 188th Avenue. This project is needed to relieve SW 63rd Street from flooding and reduce the frequency of pothole repairs.

Fiscal Impact

Funds are available in the Fiscal Year 2014 Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) in the amount of \$65,000. The Town spent \$6,212.50 on design, bidding and permitting in FY 2014, which will be our match. The balance of the funds are available in the Fiscal Year 2015 Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). The Town will match this grant with \$82,753.77 for design, permitting, construction, construction oversight (in-kind services), and contingency. The Town will use the Central Broward Water Control District Grant for Thoroughbred as part of our match.

Staff Contact

Emily McCord, Community Services Coordinator

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE \$450,446.00 TO COMPLETE THE TOWN'S COMPREHENSIVE INTERCONNECT DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a comprehensive interconnect drainage improvement project; and

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

WHEREAS, this project is specifically named in the FY 2013-2014 and FY 2014-2015 Town Budgets; and

WHEREAS, the State Legislature has graciously appropriated \$450,446 to assist the Town in completing this project; and

WHEREAS, the project includes excavation, construction of storm drainage pipe, construction of concrete drainage structures and inlets with grates, filling and street repaving, and installation of grass sod; and

WHEREAS, to accept the State's funds, these improvements must be completed by December 2015; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and the State of Florida Department of Environmental Protection to receive \$450,446 to complete the Town's comprehensive

interconnect drainage improvement project as outlined in the Agreement attached hereto as Exhibit "A".

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

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

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

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

and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

111868878.1



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

August 28, 2014

Ms. Emily McCord
Community Services
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

Re: LP06011 - Southwest Ranches
Southwest Ranches Interconnect Drainage

Dear Ms. McCord:

Attached is the proposed grant agreement and attachments for the Town of Southwest Ranches' stormwater improvement project.

Please have the Town Administrator sign two copies, and return them to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. We will arrange for the documents to be signed and mail a fully executed original to the Town. If you have any questions, please call Tommy Williams at (850) 245-8364.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tw

Enclosures

cc: Andrew Berns - Town of Southwest Ranches

**STATE FINANCIAL ASSISTANCE AGREEMENT
TOWN OF SOUTHWEST RANCHES
DEP AGREEMENT NO. LP06011**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida, 33330 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the "Southwest Ranches Interconnect Drainage" project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than December 31, 2015, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$450,446 toward the total estimated project cost of \$507,692. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved

deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than March 31, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

(1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) –The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the

Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit**

Requirements, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams
State Revolving Fund
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8364
Fax: (850) 245-8411
Email: **Thomas.e.williams@dep.state.fl.us**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. The Grantee's Grant Manager for this Agreement is identified below.

Emily McCord
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: (954) 343-7453
Fax: (954) 434-1490
Email: **emccord@swranches.org**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers'

Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company
Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

29. Land acquisition is not authorized under the terms of this Agreement.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF SOUTHWEST RANCHES

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Town Administrator

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Tommy Williams, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (4 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A
PROJECT WORK PLAN
TOWN OF SOUTHWEST RANCHES
LP06011**

Project Title: Southwest Ranches Interconnect Drainage
Project Location: The project is located in the Town of Southwest Ranches in southwest Broward County.
Project Background: The Town of Southwest Ranches has a comprehensive drainage project in our Capital Improvement Element, which is shown on the Town’s Tertiary Drainage Plan (TDP), which has been approved and prioritized by the Drainage and Infrastructure Advisory Board. This comprehensive project is also supported by two jurisdictional 298 Drainage Districts. This project includes headwall replacements, pipe extensions, new catch basins and outfalls. The project will remove storm waters from local roadways and improve flood routing capacity for storm-water runoff, thereby reducing the risk of property damage and personal injury resulting from flooding.
Project Description: The project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding. The specific interconnect drainage projects include the following: <u>Thoroughbred Lane Headwalls:</u> The Town had conceptually planned to construct headwalls on the existing pipes under Thoroughbred Lane in the canal that runs parallel to West Palomino Drive. However, upon further site investigations it was determined the interconnecting pipes were failing and limiting flow capacity through the project area. Once determined it became a jurisdictional permitting requirement of the 298 district to replace the pipe. The canal bank is very close to the road (approximately 12”) due to erosion over time. The proposed improvements will prevent erosion to the roadway embankment and also improve vehicular safety. If erosion continues the structural integrity of roadway will be compromised and sedimentation will cause blockage to the canal. This project includes removal of the existing pipe and replacing it with 60” RCP under Thoroughbred Lane to provide an eight foot wide grassed recovery area adjacent to each side of the roadway. This project has been fully designed. A bid to hire a contractor for this construction was advertised on May 30, 2014 and five (5) bids were timely received on July 1, 2014. After due diligence by Town staff, the lowest responsive and responsible bid for \$72,246.23 was determined to be Williams Paving. The substantial completion of the project shall be thirty five (35) calendar

days from date of issuance of the Notice to Proceed, and final completion shall be fifty (50) calendar days from date of issuance of the Notice to Proceed. The contract was reviewed and approved by the Town Attorney's Office.

Drainage Outfall from 5801 SW 195 Terrace to SW 196 Avenue: This project consists of constructing 630 linear feet of drainage outfall pipe by connecting the catch basin at 5801 SW 195 Terrace to an existing catch basin on the east side of SW 196th Avenue at the vicinity of 5800 SW 196 Lane. The existing catch basin on SW 196th Avenue has an outfall to Canal 13 through an existing pipe under SW 196th Avenue. This is a drainage outfall to provide flood relief to this portion of SW 195th Terrace by connecting the existing catch basin at 5801 SW 195th Terrace to 5800 SW 196th Lane, which has an outfall to Canal 13. This project area has an existing 12' wide drainage easement that is too narrow for construction. Temporary construction access agreements will be required from four property homeowners. This project is pending final design.

Drainage Outfall from 5601 SW 195 Terrace to SW 196 Avenue: This project consists of constructing 630 linear feet of drainage outfall pipe by connecting the catch basin at 5601 SW 195 Terrace to an existing catch basin on the east side of SW 196th Avenue at the vicinity of 5600 SW 196 Lane. The existing catch basin on SW 196th Avenue has an outfall to Canal 13 through an existing pipe under SW 196th Avenue. This is a drainage outfall to provide flood relief to this portion of SW 195th Terrace by connecting the existing catch basin at 5601 SW 195th Terrace to 5600 SW 196th Lane, which has an outfall to Canal 13. This project area has an existing 12' wide drainage easement that is too narrow for construction. Temporary construction access agreements will be required from four property homeowners. This project is pending final design.

Outfall from Northwest Corner of Hancock and Mustang Trail to Canal: This project consists of constructing a drainage outfall from the northwest corner of the Hancock Road and Mustang Trail intersection. The work includes installation of a catch basin, drainage pipes and a headwall at the existing canal.

Outfall from Dykes Road (SW 160th Ave) to Canal: This project includes constructing a new catch basin and drainage pipe to the canal. The work includes the replacement of the concrete headwall. This project is needed to provide an additional drainage outfall from Dykes Road. The additional outfall will relieve flooding on Dykes Road, a major collector roadway.

Outfall from SW 50th Street (SW 210 Terrace) to Canal: This project includes constructing new catch basins and drainage pipes to the canal. The work includes the placement of a concrete headwall. This project is needed to provide a drainage outfall from SW 50th Street at SW 210 Terrace to relieve flooding in the area.

Drainage Outfall from 5251 SW 195 Terrace to SW 196 Avenue: This project consists of constructing 630 linear feet of drainage outfall pipe by connecting the catch basin at 5251 SW 195 Terrace to an existing catch basin on the east side of SW 196th Avenue at the vicinity of 5210 SW 196 Lane. The existing catch basin on SW 196th Avenue has an outfall to Canal 13 through an existing pipe under SW 196th Avenue. This is a drainage outfall to provide flood relief to this portion of SW 195th Terrace by connecting the existing catch basin at 5251 SW 195th Terrace to 5210 SW 196th Lane, which has an outfall to Canal 13. This project area has an existing 12' wide

drainage easement that is too narrow for construction. Temporary construction access agreements will be required from four property homeowners. This project is pending final design.

Outfall from SW 63rd Street to Canal at SW 188th Avenue: This project consists of construction of a drainage outfall from the intersection of SW 63rd Street and SW 185 Way and SW 188th Avenue. This project is needed to relieve SW 63rd Street from flooding and reduce the frequency of pothole repairs.

1.Task : Construction Thoroughbred Lane

1a.Deliverable: *copy of bid tab, copy of contract, contractors schedule of values, pictures of completed work*

Timeline for completion: October 31, 2014

Budget Information:

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: Construction \$72,246. DEP \$65,000, local funds \$7,246

Equipment: N/A

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The DEP Grant Manager will review the deliverables and contractor invoicing to ensure they are acceptable and reimbursement can be made.

2.Task : Design

2a.Deliverable: copy of contract, copy of the plans, specs, bidding documents, and engineering invoicing - Hancock and Mustang, Dykes Road, SW 50th Street and SW 210 Terrace, 5251 SW 195 Terrace, SW 63 Street

Timeline for completion: January 31, 2015

Budget Information:

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: Professional Services \$49,000. DEP \$20,000, local funds \$29,000

Equipment: N/A

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The DEP Grant Manager will review the deliverables and contractor invoicing to ensure they are acceptable and reimbursement can be made.

3.Task : Construction

3a.Deliverable: copy of bid tab, copy of contract, contractors schedule of values, pictures of completed work of combined project of 5801 SW 195 Terrace, 5601 195 Terrace, 5251 195 Terrace and combined project of Hancock and Mustang; Dykes Road; and SW 50th Street and SW 210 Terrace

Timeline for completion: December 31, 2015

Budget Information:

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: Construction \$386,446. DEP \$365,446, local funds \$21,000

Equipment: N/A

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The DEP Grant Manager will review the deliverables and contractor invoicing to ensure they are acceptable and reimbursement can be made.

NOTE: THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: The tasks identified here should agree with the tasks identified and described above. Identify the tasks as follows: 1a, 1b, etc.

Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1				
1a	Construction	\$65,000	\$7,246	Town budget
2				
2a	Design	\$20,000	\$29,000	Town budget
3				
3a	Construction	\$365,446	\$21,000	Town budget
Total:		\$450,446	\$57,246	
Project Total:			\$507,692	

The FY2014-15 GAA did not require a match for these projects.

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient Town of Southwest Ranches
2. Project Number LP06011 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number _____
6. Task/Deliverable No. _____
7. Mail ☐ EFT ☐ Send Remittance to:

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Contractual Services
2. Total
3. Disbursements previously requested
4. Amount Requested for Disbursement (line 2 minus 3)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____ ,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

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ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

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ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP06011		
Grantee Name:	Town of Southwest Ranches		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06011 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

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ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	450,446	140047

				Total Award	\$450,446	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Emily McCord, Community Services Coordinator

DATE: August 19, 2014

SUBJECT: **Entering into an Agreement with the Florida Department of Environmental Protection for Drainage Improvements Along SW 54th Place**

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with the Florida Department of Environmental Protection for Drainage Improvements along SW 54th Place.

Issue

The Town was appropriated \$75,000 from the State Legislature for Drainage Improvements along SW 54th Place. The Town must enter into an agreement with the Florida Department of Environmental Protection to begin the Drainage Improvements along SW 54th Place. The work must be completed before March 15, 2015.

Background

This project involves two phases of construction due to the lack of funding at the time it was initially planned (prior to receiving notification of State funding approval). Phase I was designed and permitted FY 2014. The Town advertised an invitation for bids (IFB14-004) for Phase I on May 29, 2014 and seven (7) bids were timely received on July 1, 2014. After due diligence by Town staff, the lowest responsive and responsible bid for \$38,450 was determined to be DP Development of the Treasure Coast, LLC. The Town Council awarded the contract on July 10, 2014. Phase I construction includes excavation, construction of corrugated metal pipe, construction of concrete drainage structures and inlets with grates, filling and street repaving, and installation of grass sod.

Upon approval of this funding agreement Staff will issue Notice to Proceed to the contractor. Substantial Completion shall occur no later than thirty (30) calendar days from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than forty five (45) calendar days from date of issuance of the Notice to Proceed.

Phase II has not been designed and permitted. Phase II includes excavation, construction of storm drainage pipe, and installation of swales and grass sod. This will connect the Phase I inlets to existing catch basins at SW 195th Terrace and SW 54th Place with an 18" drainage pipe. This will increase drainage capacity and remove flood waters more quickly from SW 54th Place where it intersects with SW 195th Terrace and SW 196th Lane.

Fiscal Impact

Funds are available in the Fiscal Year 2014 Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) for Phase I (\$38,450). The Town spent \$6,212.50 on design, bidding and permitting in 2014, which will be our match. Funds are available in the Fiscal Year 2015 Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) for Phase II (\$36,550). The Town estimates spending \$3,787.50 in design, bidding and permitting in FY 2015, which will be our match.

Staff Contact

Emily McCord, Community Services Coordinator

RESOLUTION NO. 2014-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE \$75,000.00 TO COMPLETE THE DRAINAGE IMPROVEMENTS ALONG SW 54TH PLACE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project along SW 54th Place; and

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

WHEREAS, this project is specifically named in the FY 2013-2014 Town Budget; and

WHEREAS, the State Legislature has graciously appropriated \$75,000 to assist the Town in completing this project; and

WHEREAS, the project includes excavation, construction of storm drainage pipe, construction of concrete drainage structures and inlets with grates, filling and street repaving, and installation of swales and grass sod; and

WHEREAS, the Town entered into an Agreement with DP Development of the Treasure Coast, LLC for construction of Phase I project improvements in response to Invitation for Bid (IFB) # 14-004; and

WHEREAS, to accept the State's funds, Phase I and Phase II improvements must be completed by March 2015; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and the State of Florida Department of

Environmental Protection to receive \$75,000 to complete the drainage improvement project along SW 54th Place as outlined in the Agreement attached hereto as Exhibit "A".

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

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

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

Ranches, Florida, this ____ day of _____, _____ on a motion by _____
and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

August 27, 2014

Ms. Emily McCord
Community Services
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

Re: LP06010 - Southwest Ranches
SW 54th Place Drainage

Dear Ms. McCord:

Attached is the proposed grant agreement and attachments for the Town of Southwest Ranches' stormwater improvement project.

Please have the Town Administrator sign two copies, and return them to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. We will arrange for the documents to be signed and mail a fully executed original to the Town. If you have any questions, please call Tommy Williams at (850) 245-8364.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tw

Enclosures

cc: Andrew Berns - Town of Southwest Ranches

**STATE FINANCIAL ASSISTANCE AGREEMENT
TOWN OF SOUTHWEST RANCHES
DEP AGREEMENT NO. LP06010**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida, 33330 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the "SW 54th Place Drainage" project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than April 30, 2015, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$75,000 toward the total estimated project cost of \$75,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that

transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than July 31, 2015, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

- (1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup

documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) –The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to

Attachment G summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams
State Revolving Fund
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: **(850) 245-8364**
Fax: **(850) 245-8411**
Email: **Thomas.e.williams@dep.state.fl.us**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. The Grantee's Grant Manager for this Agreement is identified below.

Emily McCord
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: **(954) 343-7453**
Fax: **(954) 434-1490**
Email: **emccord@swranches.org**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide,

adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company
Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

29. Land acquisition is not authorized under the terms of this Agreement.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF SOUTHWEST RANCHES

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Town Administrator

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Tommy Williams, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (3 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A
PROJECT WORK PLAN
TOWN OF SOUTHWEST RANCHES
LP06010**

Project Title: SW 54th Place Drainage

Project Location: This project is located along SW 54th Place near SW 196th Lane in Southwest Ranches in Broward County.

Project Background: Originally the Town's rural orientated home sites were allowed to be developed without the benefit of a comprehensive positive drainage system. It sometimes takes several days to approximately three weeks for the water to dissipate after a heavy rainfall. Stormwater present on the street could cause cars to hydroplane endangering motorists' lives. Proposed drainage improvements on SW 54th Place will remove flood waters from the roadway and provide flow capacity for stormwater runoff, thereby reducing the risk of flooding, property damage, and personal injury.

Project Description: The project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of corrugated metal pipe, construction of concrete drainage structures and inlets with grates, filling and street repaving, and installation of grass sod.

The Town designed phase one of the project because we did not have enough funding in place to complete the entire project before we were notified of this award. Therefore we have a complete set of engineered drawings designed by PDS Engineering and permits from Broward County and the South Broward Drainage District. A bid to hire a contractor for this construction was advertised on May 29, 2014 and seven (7) bids were timely received on July 1, 2014. After due diligence by Town staff, the lowest responsive and responsible bid for \$38,450 was determined to be DP Development of the Treasure Coast, LLC. The Substantial Completion of the Project shall occur no later than thirty (30) calendar days from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than forty five (45) calendar days from date of issuance of the Notice to Proceed.

Phase Two of the project has not been designed. Phase Two includes the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, and installation of swales and grass sod. This will connect the Phase I inlets to existing catch basins at SW 195th Terrace and SW 54th Place with an 18" pipe. This will increase drainage capacity and remove flood waters more quickly from SW 54th Place.

1.Task: Construction – Phase I

1a.Deliverable: copy of bid tab, copy of contract, contractors schedule of values, pictures of completed work

Timeline for completion: October 31, 2014

Budget Information::

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: Construction \$38,450

Equipment: N/A

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The DEP Grant Manager will review the deliverables to ensure they are acceptable and reimbursement can be made.

2.Task: Design – Phase II

2a.Deliverable: Copy of the engineering contract, plans, specs and bidding documents.

Timeline for completion: October 31, 2014

Budget Information::

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: Professional Services \$3,000

Equipment: N/A

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The DEP Grant Manager will review the deliverables to ensure they are acceptable and reimbursement can be made.

3.Task: Construction – Phase II

3a.Deliverable: copy of bid tab, copy of contract, contractors schedule of values, pictures of completed work

Timeline for completion: April 30, 2015

Budget Information::

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: Construction \$33,550

Equipment: N/A

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The DEP Grant Manager will review the deliverables to ensure they are acceptable and reimbursement can be made.

NOTE: THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: *The tasks identified here should agree with the tasks identified and described above. Identify the tasks as follows: 1a, 1b, etc.*

Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1				
1a	Construction	\$38,450		
2				
2a	Design	\$3,000		
3				
3a	Construction	\$33,550		
Total:		\$75,000		
Project Total:				

The FY2014-15 GAA did not require a match for these projects.

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ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient Town of Southwest Ranches
2. Project Number LP06010 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number _____
6. Task/Deliverable No. _____
7. Mail ☐ EFT ☐ Send Remittance to:

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Contractual Services
2. Total
3. Disbursements previously requested
4. Amount Requested for Disbursement (line 2 minus 3)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____ ,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

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ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

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ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP06010		
Grantee Name:	Town of Southwest Ranches		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06010 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

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ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	75,000	140047

				Total Award	\$75,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 14, 2014

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Gary Jablonski

Council Member Doug McKay

Council Member Freddy Fisikelli

Council Member Steve Breitzkreuz

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Town Clerk

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:13 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Presentation – I-75 Express Lanes

Antonio Castro, Monica Diaz, and Scott Gumbar of the Florida Department of Transportation presented a PowerPoint presentation depicting the scope of work for Segment D of the I-75 express lane project.

4. Public Comment

The following members of the public addressed the Town Council: Barry Neunzig and John Eastman.

5. Board Reports

Mary Gay Chaples spoke on behalf of the Recreation, Forestry, and Natural Resources Advisory Board and provided an update on the recent joint meeting with the Rural Public Arts Board in which finishes for the Rolling Oaks Barn were discussed.

6. Council Member Comments

Council Member Breitzkreuz spoke about the recent meeting he attended concerning traffic on August 13th. He thanked the residents who attended. He felt that the most effective course of action was for the traffic controls to be in place prior to the road being opened. He also spoke of discussions held regarding 184th Avenue and felt that a two-lane road with significant sound buffering was the only viable option. He asked that Town staff begin to look into funding options for that road. Lastly, he spoke about the TSDOR plan and felt there would be an emphasis on the legal aspects of the plan in the next several months.

Council Member Fisikelli spoke of the need to find a way to adequately memorialize Town Attorney Emeritus Gary Poliakoff who was an integral part of the Town's incorporation.

Council Member McKay spoke about a residents' concerns about code enforcement and asked if the Town Council supported a more proactive code enforcement approach. No direction was given to change the current code enforcement approach.

Vice Mayor Jablonski welcomed Danielle Caban back to the Town. He also felt that a proper memorial needed to be done for Town Attorney Emeritus Gary Poliakoff.

Mayor Nelson also spoke about a memorial for Mr. Poliakoff. He spoke of Mr. Poliakoff's efforts in having the developer donate the property that is now Trailside Park, and suggested and that it be renamed in honor of Mr. Poliakoff.

7. Legal Comments

Town Attorney Poliakoff thanked the Town Council and staff for their support in the wake of his father's passing. He provided an anecdote about his father's efforts to protect the Town from a high density development in Cooper City.

8. Administration Comments

Town Administrator Berns again expressed his condolences to Town Attorney Poliakoff and his family on behalf of Town staff. He thanked Town staff for their efforts regarding the budget preparation. He also advised the Town Council that he would be distributing a detailed memo that updated the Town Council on projects that have received state funding.

9. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA RATIFYING A QUOTE WITH ALLSTATE RESOURCE MANAGEMENT, INC. FOR AN AMOUNT NOT TO EXCEED TWENTY THOUSAND NINE HUNDRED AND TWENTY DOLLARS AND ZERO CENTS (\$20,920.00) TO COMPLETE EXOTIC REMOVAL AND WETLAND ENHANCEMENT IN THE COUNTRY ESTATES FISHING HOLE PARK; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, McKay, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

10. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING A PURCHASE ORDER TO ALVAREZ APPLIANCE INSTALLATION & REPAIR IN THE AMOUNT OF \$12,207.23 TO REPLACE THE FOUR AIR-CONDITIONER UNITS SERVICING THE TOWN COUNCIL CHAMBERS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, McKay, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

11. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING A PURCHASE ORDER TO WEEKLEY ASPHALT PAVING, INC. FOR \$32,250 TO INSTALL FIVE (5) TRAFFIC CALMING ENHANCED SPEED HUMPS ALONG SW 185TH WAY, 186TH AVENUE, AND 188TH AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, McKay, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

12. Approval of Minutes

a. Minutes for July 10, 2014 – Regular Council Meeting

The following motion was made by Council Member Fisikelli, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, McKay, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE MINUTES.

13. Adjournment – Meeting was adjourned at 8:08 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Town Clerk

*Adopted by the Town Council on
this 15TH day of September, 2014.*

Jeff Nelson, Mayor

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