



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 14, 2016

Southwest Ranches Council Chambers

7:30 PM Wednesday

13400 Griffin Road

Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Jeff Nelson	Steve Breitkreuz	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice-Mayor</u>	Freddy Fisikelli	<u>Town Financial</u>	<u>Assistant Town</u>
Doug McKay	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, 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. Country Estates Park Grant - Christopher Leon, Park Services Specialist**
- 4. Pace Program - Alan Cohen, Assistant to the County Administrator**
- 5. Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
- 6. Board Reports**
- 7. Council Member Comments**
- 8. Legal Comments**
- 9. Administration Comments**

Resolutions

- 10. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-14-16 TO SUBDIVIDE APPROXIMATELY 4.76 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.38 NET ACRES APIECE; GENERALLY LOCATED ON THE WEST SIDE OF APPALOOSA TRAIL, APPROXIMATELY ONE-QUARTER MILE SOUTH OF STIRLING ROAD, AND DESCRIBED AS THE NORTH ONE-HALF OF THE NORTH 324.17 FEET OF TRACTS 27 AND 28 IN SECTION 2, TOWNSHIP 51**

SOUTH, RANGE 40 EAST, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE DADE COUNTY, FLORIDA PUBLIC RECORDS, LESS THE EAST 20 FEET OF TRACT 28; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

- 11. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-13-16 TO SUBDIVIDE APPROXIMATELY 2.71 NET ACRES OF PROPERTY FOR THE PURPOSE OF PROVIDING AN ACCESS STRIP TO AN ADJOINING LOT OF RECORD; GENERALLY LOCATED ON THE EAST SIDE OF HANCOCK ROAD, APPROXIMATELY 1,000 FEET NORTH OF LURAY ROAD, AND DESCRIBED AS THE NORTH ONE-HALF OF TRACT 25 IN SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE DADE COUNTY, FLORIDA PUBLIC RECORDS, LESS THE NORTH 267 FEET AND LESS THE WEST 30 FEET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN ADDENDUM TO THE AGREEMENTS WITH BERGERON EMERGENCY SERVICES, AS THE PRIMARY VENDOR, GRUBBS EMERGENCY SERVICES, LLC AS A SECONDARY VENDOR, AND ASH BRITT, INC. AS A TERTIARY VENDOR TO PROVIDE DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN ADDENDUM TO THE AGREEMENT WITH O'BRIEN'S RESPONSE MANAGEMENT INC. TO PROVIDE DEBRIS MONITORING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A COMPROMISE SALES SURTAX PROPOSAL BETWEEN THE PARTICIPATING BROWARD MUNICIPALITIES AND BROWARD COUNTY; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE TRANSPORTATION SYSTEM AND INFRASTRUCTURE SURTAXES INTERLOCAL AGREEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE; SUPPORTING THE COUNTY'S PLACEMENT OF A 30 YEAR ONE HALF-CENT INFRASTRUCTURE SALE SURTAX AND A 30 YEAR ONE-HALF CENT COUNTYWIDE TRANSPORTATION SYSTEM SALES SURTAX ON THE NOVEMBER 8, 2016 GENERAL ELECTION BALLOT IN ACCORDANCE WITH THE**

SURTAXES INTERLOCAL AGREEMENT AND SECTION 212.055, FLORIDA STATUTES; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A TWO (2) YEAR SERVICE AGREEMENT WITH SUN CITY CLEANING SERVICES, INC. TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AFFIRMING THE TOWN'S OPPOSITION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA'S WATERS; EXPRESSING SUPPORT FOR PLACING NEW LIMITATIONS ON UNREGULATED TOXIC CHEMICALS, BUT OPPOSING ANY MEASURE THAT WOULD RELAX, IN ANY WAY, A RESTRICTION THAT PREVENTS A CURRENTLY REGULATED TOXIC CHEMICAL FROM BEING RELEASED INTO FLORIDA'S WATERWAYS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NOT TO APPROVE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S RELAXED RESTRICTIONS; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE BROWARD LEAGUE OF CITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**
- 17. Approval of Minutes**
 - a. August 11, 2016 Regular Meeting**
 - b. July 28, 2016 Regular Meeting**
 - c. August 23, 2016 Budget Workshop**
- 18. Appointments**
 - a. School Education Advisory Board - Council Member Jablonski**
- 19. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE

APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



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

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

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

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 8/25/2016
SUBJECT: Morris Waiver of Plat

Recommendation

Recommendation

1. The Council could deny this item finding that the applicant failed to show by competent substantial evidence it has met the requirements of the ULDC.
2. The Council could approve this item finding that the applicant has shown by competent substantial evidence it has met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with the conditions such as those listed in the staff report.

Strategic Priorities

A. Sound Governance

Background

The applicant is requesting approval of a Waiver of Plat to subdivide 4.76 net acres on the west side of 6300 block of Appaloosa Trail into two parcels of 2.38 net acres each, with 162 feet of frontage each on Appaloosa Trail. The proposed subdivision will conform with the minimum RR District lot area requirements, and will exceed the minimum lot width requirement of 125 feet.

Fiscal Impact/Analysis

None

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
Morris Reso - TA Approved	9/8/2016	Resolution
staff report	9/1/2016	Backup Material
Location Map	9/1/2016	Backup Material
Surveys	9/1/2016	Backup Material
Mail Notice List	9/1/2016	Backup Material
Mail Notification Map	9/1/2016	Backup Material

RESOLUTION NO. 2016-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-14-16 TO SUBDIVIDE APPROXIMATELY 4.76 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.38 NET ACRES APIECE; GENERALLY LOCATED ON THE WEST SIDE OF APPALOOSA TRAIL, APPROXIMATELY ONE-QUARTER MILE SOUTH OF STIRLING ROAD, AND DESCRIBED AS THE NORTH ONE-HALF OF THE NORTH 324.17 FEET OF TRACTS 27 AND 28 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE DADE COUNTY, FLORIDA PUBLIC RECORDS, LESS THE EAST 20 FEET OF TRACT 28; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a duly noticed public hearing held on September 14, 2016, the Town Council reviewed Application No. WP-14-16 by George and Deborah Morris to subdivide 4.76 acres ("Property") into two equal parcels of 2.38 acres in area and 162 feet in width without platting; and

WHEREAS, the Property has Rural Ranch land use plan and a Rural Ranches zoning designation, both of which require 2.0 net or 2.5 gross acres per lot; and

WHEREAS, the Rural Ranches zoning regulations require a minimum lot width of 125 feet; and

WHEREAS, the subdivision complies with the minimum lot size and dimensional requirements of the Rural Ranch land use plan and Rural Ranches zoning designation, and will not create or exacerbate any nonconformities with the development standards of the Unified Land Development Code ("ULDC").

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

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

Section 2. That, at a duly noticed public hearing held on September 14, 2016, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-14-16,

for the property described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof, subject to the condition that the petitioner shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five percent (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

Section 3. 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 4. This Resolution shall be recorded in the Public Records of Broward County, Florida upon the property owner's satisfaction of all conditions of approval enumerated in Section 2 herein.

Section 5. This Resolution shall become effective upon the property owner's satisfaction of the condition of approval enumerated in Section 2 herein.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of September 2016, on a motion by _____ and seconded by _____.

Nelson _____
McKay _____
Fisikelli _____
Breitkreuz _____
Jabolnski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Jeff Nelson, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

113500120.1

Resolution No. 2016-

EXHIBIT "A"

LEGAL DESCRIPTION

Parent Tract

The North 324.17 feet of Tract 27 together with the North 324.17 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 51 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 4.75 acres, more or less.

Lot 1:

The North one-half of the following described parcel:

The North 324.17 feet of Tract 27 together with the North 324.17 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 51 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 2.37 acres, more or less.

Lot 2:

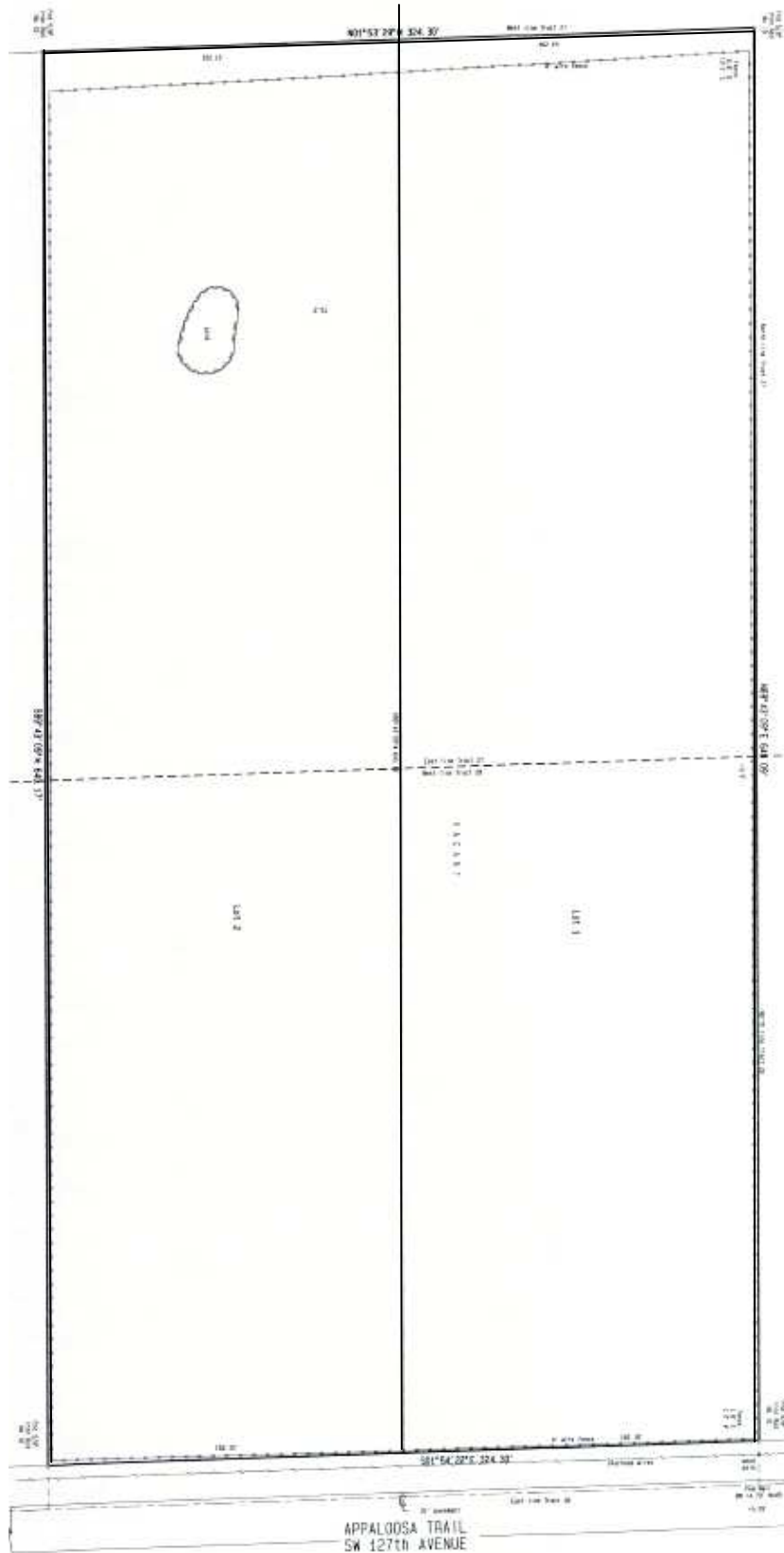
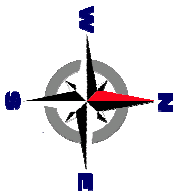
The South one-half of the following described parcel:

The North 324.17 feet of Tract 27 together with the North 324.17 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 51 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 2.38 acres, more or less.



EXHIBIT "B" (2of 2) SUBDIVIDED CONDITION



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

September 14, 2016

SUBJECT: Waiver of Plat application WP-014-16

LOCATION: Generally located on the west side of Appaloosa Trail in the 6300 block, approximately one-quarter mile south of Stirling Road.

OWNER/APPLICANT: Deborah Morris

AGENT: George Morris

LAND USE PLAN DESIGNATION: Rural Ranch

ZONING: RR – Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper, mail notice

EXHIBITS: Staff Report, survey, aerial photograph, notification map and mailing label list

BACKGROUND AND ANALYSIS

The applicant is requesting approval of a Waiver of Plat to subdivide 4.76 net acres on the west side of 6300 block of Appaloosa Trail ("Property") into two parcels of 2.38 net acres each, with 162 feet of frontage each on Appaloosa Trail. The Property has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The proposed subdivision will conform with the minimum lot area requirements, and will exceed the minimum lot width requirement of 125 feet.

The property is undeveloped. Therefore, the proposed subdivision will not create nonconformities with regard to land development code requirements, including setbacks, pervious area, and lot coverage. Both lots will access Appaloosa Trail, for which no additional right-of-way is required. The Town's Trails Master Plan does not designate a trail alignment along this section of Appaloosa Trail.

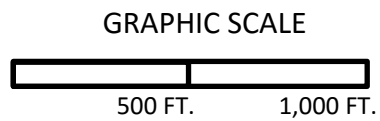
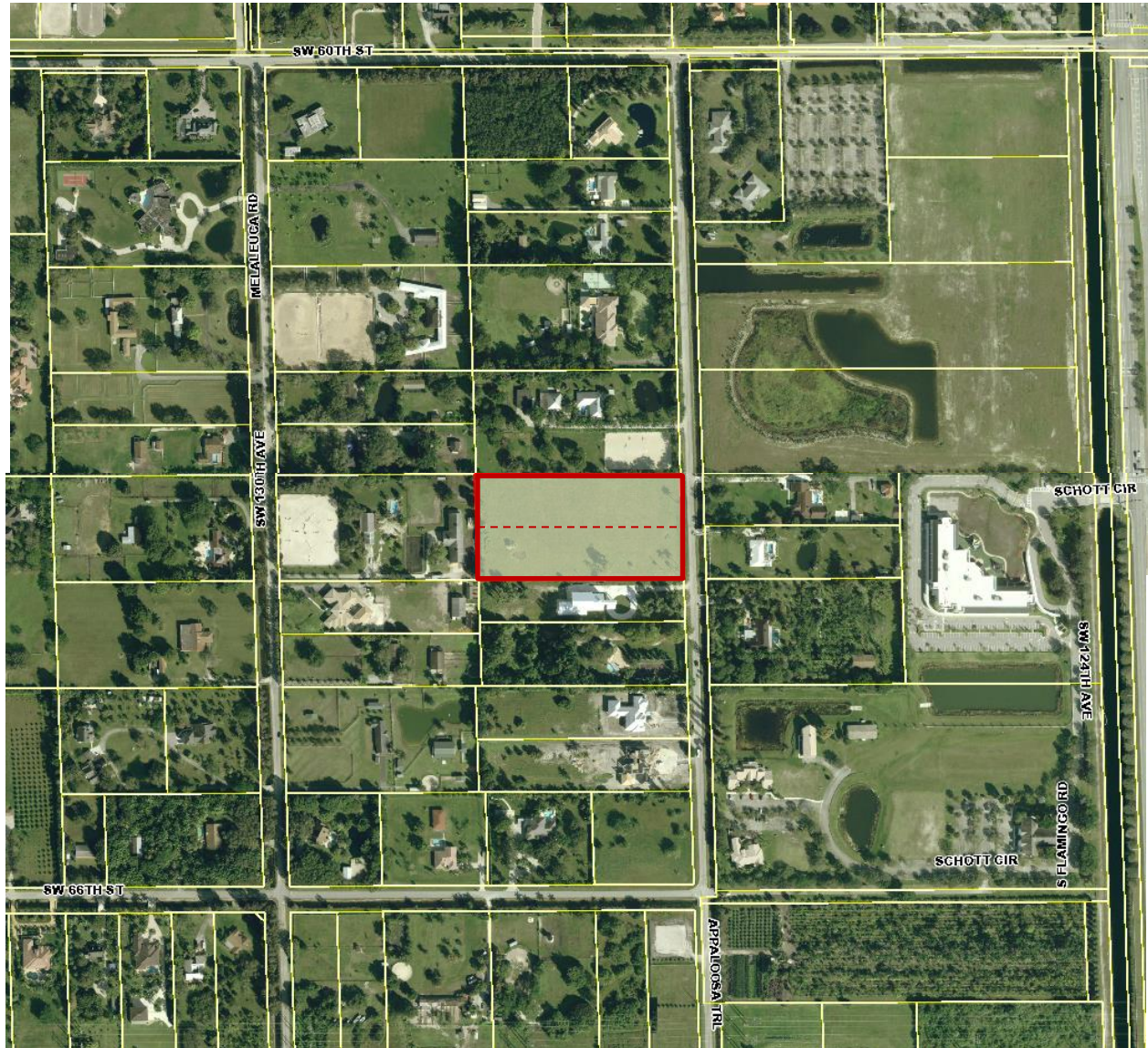
Letters of no objection have been received from Central Broward Water Control District, TECO Gas, AT&T, and FPL. Since no changes to lot access are proposed, the Fire Marshall will review at the time of building permit. The Town Engineer has no objections to the request. There are no open Code Compliance cases against the property. The petitioner has provided the School Capacity Availability Determination (SCAD) from Broward County as part of the application.

RECOMMENDATION

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.

3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
 - a. The approval of Application No. WP-014-16 shall not become effective until the resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.
 - b. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five percent (5%) administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

**WAIVER OF PLAT
APPLICATION NO. WP-14-16
6311 APPALOOSA DRIVE (SW 127TH AVENUE)**

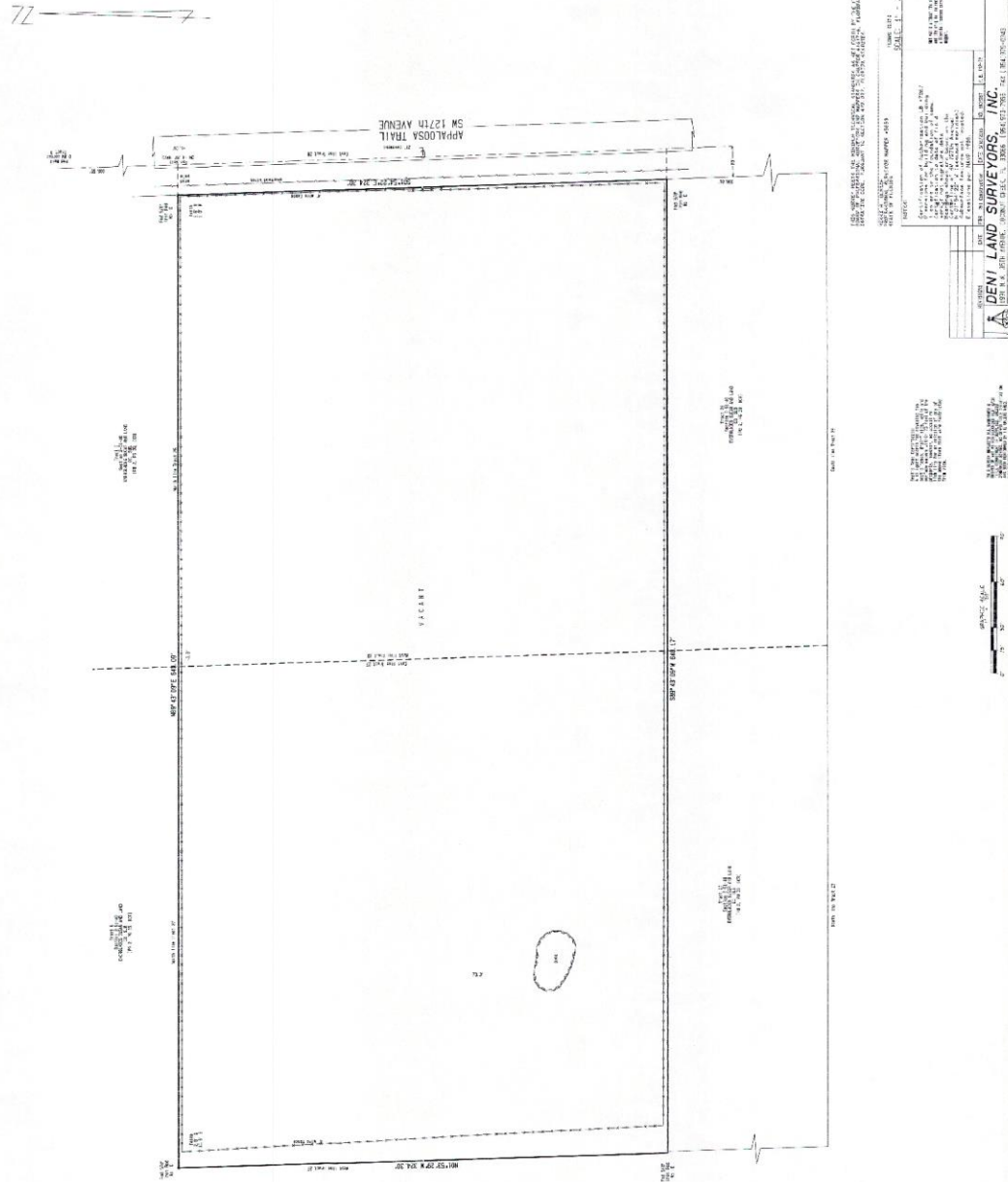


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DESCRIPTION:

The North 32417 feet of Tract 27, south of the North 32417 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 31 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat 2006, County of Florida.

Said lands situate lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 4.75 acres, more or less.

[illegible]

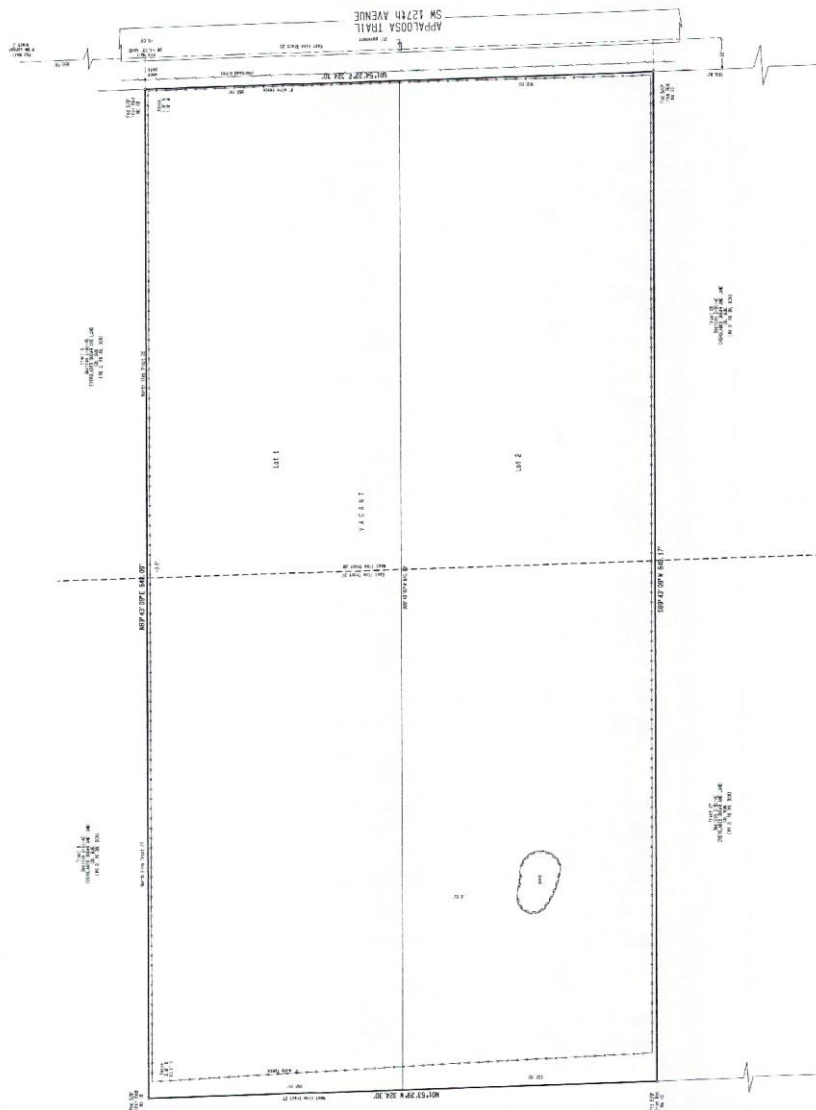
Quail - 100 Eggs 20

ORTH DO NOT 22

[illegible]

DESCRIPTION:

Lot 2¹
The South one-half of the following
The East one-half of Township 27
North 32,417 feet of Tract 27
together with the North 32,417 feet of
Tract 28 less the East 20 feet thereof
For road in Section 2, Township 27
North and Range 25 West, 15th S. 25th E.
SUGAR CREEK, 15th S. 25th E., 15th S. 25th E.
Book 2, Page 39 of the Public Records of
Bald County, Florida.
Said lands situate, lying and being in
Sawtooth County, Florida, and being
County Florida, containing 2.38 acres.
None or less.

[illegible]

THIS ABOVE SAID THE RESIDUAL TRUSTEE, AS STATED IN THE "ORDER
OF SALE" OF THE TRUST, AND THE TRUSTEE, AS STATED IN THE "ORDER
OF SALE" OF THE TRUST, IS NOT SUBJECT TO THE "ORDER OF SALE"
OF THE TRUST, AS STATED IN THE "ORDER OF SALE" OF THE TRUST.

10/20/00 12:00 PM

NOTES:
 1. For a full list of publications, see the "Bibliography" section of the "Introduction" to the "Journal of the American Statistical Association".
 2. The "Journal of the American Statistical Association" is published quarterly by the American Statistical Association, 1111 North Dearborn Street, Chicago, Illinois 60610.
 3. The "Journal of the American Statistical Association" is published by the American Statistical Association, 1111 North Dearborn Street, Chicago, Illinois 60610.
 4. The "Journal of the American Statistical Association" is published by the American Statistical Association, 1111 North Dearborn Street, Chicago, Illinois 60610.

and a Tax Certificate
to get more tax revenue the
city of San Francisco, and a
number of other cities in the
state, have been able to
obtain a Tax Certificate of 10%.

The authors declare no potential conflicts of interest.


DENI LAND SURVEYORS, INC.
 3901 N.W. 35th AVENUE, OCCOGEA CREEK, FL 32066 FAX: (904) 373-7165 FAX: (904) 373-2343
 SURVEYING & SOLUTIONS SURVEYS, INC.

ND SURVEYORS, INC.
P.O. BOX 10000, TAMPA, FL 33610-0000 FAX (813) 972-7066

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ND SURVEYORS, INC.
P.O. BOX 10000, TAMPA, FL 33610-0000 FAX (813) 972-7000

NAME_LINE_1	NAME_LINE_2
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS
POTENTIAL CHURCH INC	FINANCE DEPARTMENT
LOPEZ,CLAUDIA M	
PEACEFUL HAVEN RANCH GROUP HOME	INC
PARRISH,LORI N	COHEN,GEOFFREY D ETAL
ARIN,ESRA	
BRACKEN,MILDRED C	
DEWEY,MARK	
DEWEY,MARK & JANICE MC CALLMAN	
MANTELL,MICHAEL & SHIRLEY	
FASSLER,LEONARD & ANNETTE	
WARLEN,J L JR & BARBARA J	
TOWN OF SOUTHWEST RANCHES	
SANON,JEAN-GARY	SANON,VALENTINE
SHERIDAN HOUSE INC	
FAHIMIPOUR,MEHRDAD & COTY	
MARSON SW RANCHES LLC	
KHAN,KHALID J & KISHWAR	
6300 OF APPALOOSA TRAIL LLC	
GAM LAND INVESTMENTS LLC	
CA MIAMI 6271 SFR LLC	CANYON AGASSI CHARTER SCH FAC
KONDAUR CAPITAL CORP	
PERFECT CHOICE NURSERY CORP	
N & R FAMILY INVEST INC	
MORRIS,DEBORAH	
EVERGLADES SUGAR & LAND CO LLC	
DIAMOND EYE STABLES LLC	
13201 LURAY LLC	
SIBLINGS HOLDINGS LLC	
BANSAL,ATAL & SHAILI	
ANDRADE,MARIANO & CLAUDIA XUE	
BLAIR,MARY ANN H/E	BLAIR,OLIVER ANDREW ETAL
WEISS,GARY & LORI	
PARDEE,JAMES A JR & BARBARA B	
FERNANDEZ,ERNESTO & GRACE	
DE CARDENAS,ESTER DANIELA D F LE	DAVID,RICARDO V CARDENAS
DE CARDENAS,ESTER DANIELA D F LE	DAVID,RICARDO V CARDENAS
BALASKY,PETER V	PETER V BALASKY TR
LYONS,SEAN T & LORI S	
CALDERBANK,BARBARA J	ZUMBACH,MICKEY
DEFREITAS-HANSEN,VANESSA	HANSEN,ULRICH
BECKMAN,MAILIN H/E	D'ELIA,RODERICK & CINDY
BRENNER,LISA	
YALoz,MEIR &	YALoz,DOREEN
L & M PROPERTY FL LLC	
D'ELIA,RODERICK & CINDY	

BRANDOW, LOUIS B
BUZZELLA, JOHN E & CYNTHIA ANN
BELLOSO, ENRIQUE A
SHTERENVASER, JULIE
RINGGER, GEORGE & ELAINE H/E
CHARLES, NANCY E
OLLER, ROBERT S
CLEMENT, BETTY
GOLDMACHER, DEBORAH & JOEL
VIGGIANI, ANTHONY L & JOAN B
KAREN PUTTER REV TR
AHMAD, SHAHABUDEEN & DOMINIQUE
AHMAD, SHAHABUDEEN
AHMAD, SHAHABUDEEN
RANCHO HOLDINGS LLC

VIVAS, ALEJANDRA C

CHARLES, KATHLEEN LIZABETH

AHMAD, DOMINIQUE

AHMAD, SOMINIQUE

ANGUS LEO ARCHER III LAND TR
ARCHDIOCESE OF MIAMI
ALFANO, CARLOS
CITY OF COOPER CITY

GRANT TANI BARASH & ALTMAN LLC
SCHOTT MEMORIAL CTR FOR THE DEAF

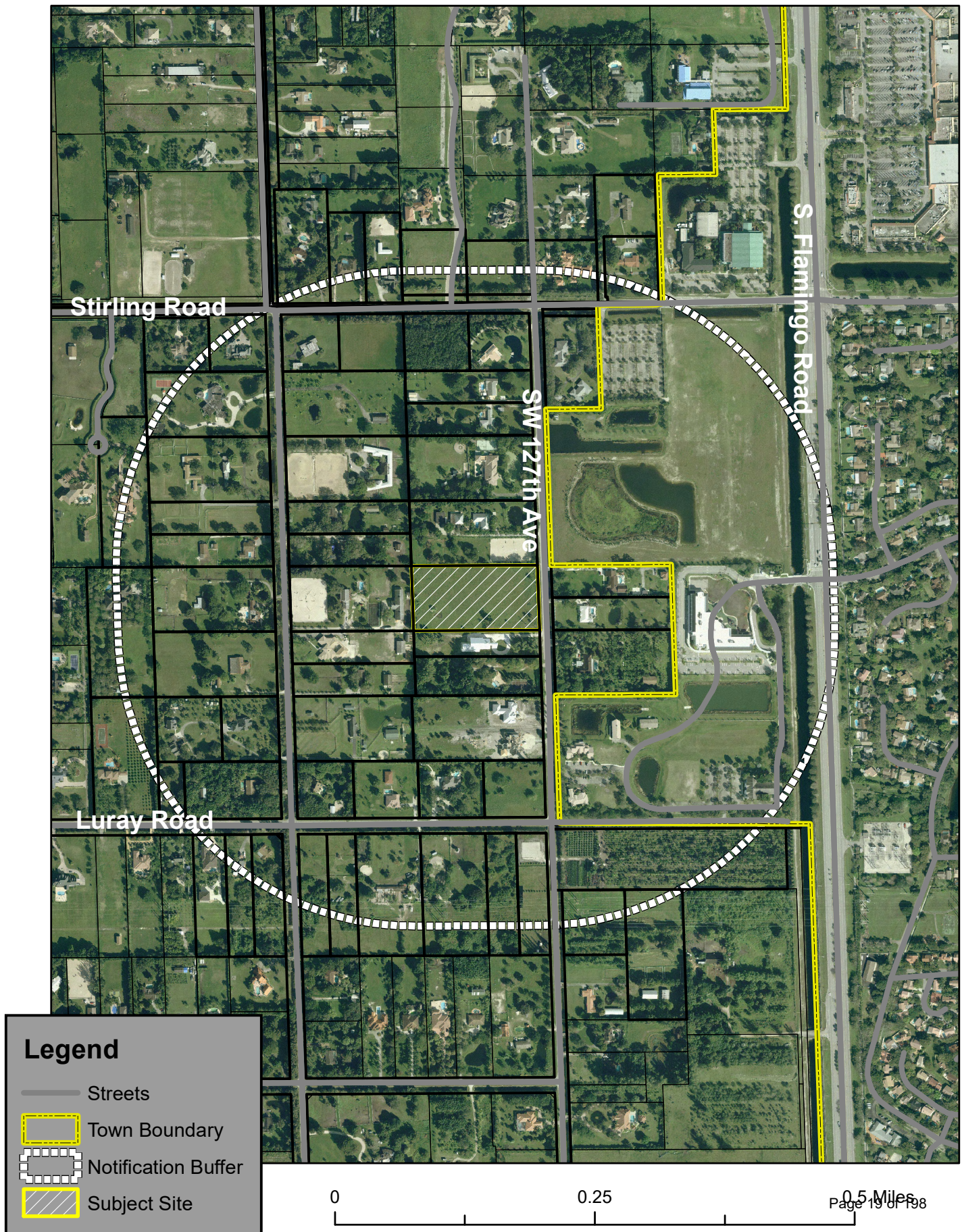
ADDRESS_LINE_1	CITY	STATE	ZIP
115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
12401 STIRLING ROAD	COOPER CITY	FL	33330
1252 NW 141 AVE	PEMBROKE PINES	FL	33328
12601 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
12801 LURAY RD	SOUTHWEST RANCHES	FL	33330
12901 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
12951 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13020 LURAY RD	SOUTHWEST RANCHES	FL	33330
13020 LURAY RD	SOUTHWEST RANCHES	FL	33330
13100 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
13100 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13131 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
1600 NW 115 AVE	PEMBROKE PINES	FL	33026
1700 S FLAMINGO RD	DAVIE	FL	33325
1826 SW 195 AVE	MIRAMAR	FL	33029
19950 W COUNTRY CLUB DR #904	AVENTURA	FL	33180
20040 NW 64 PL	HIALEAH	FL	33015
2300 W 84 ST #601	HIALEAH	FL	33016
2700 DAVIE RD	DAVIE	FL	33314
3000 OLYMPIC BLVD #2120	SANTA MONICA	CA	90404
333 S ANITA DR STE 400	ORANGE	CA	92868
4700 SW 186 AVE	FORT LAUDERDALE	FL	33332
4922 SW 90 AVE	COOPER CITY	FL	33328
5155 SW 192 TER	SOUTHWEST RANCHES	FL	33332
5361 NW 110 AVE	MIAMI	FL	33178
5551 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5722 S FLAMINGO RD #313	COOPER CITY	FL	33330
5722 S FLAMINGO RD STE 293	FORT LAUDERDALE	FL	33330
5990 JAMES B PIRTLE AVE	SOUTHWEST RANCHES	FL	33330
6001 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6011 SW 127 AVE	SOUTHWEST RANCHES	FL	33330
6111 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6121 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6200 STALLION WAY	SOUTHWEST RANCHES	FL	33330
6201 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6201 SW 130 AVE	FORT LAUDERDALE	FL	33330
6220 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6221 SW 127 AVE	FORT LAUDERDALE	FL	33330
6230 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6231 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6300 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6310 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6311 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6321 OLDE MOAT WAY	DAVIE	FL	33331
6400 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330

6410 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6411 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6450 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6451 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6509 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6511 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6540 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6541 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6601 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6800 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
681 NW 108 AVE	PLANTATION	FL	33324
6951 NW 109 AVE	MIAMI	FL	33178
6951 NW 109 AVE	MIAMI	FL	33178
6951 NW 109 AVE	MIAMI	FL	33178
7270 NW 12 ST #380	MIAMI	FL	33126

9100 WILSHIRE BLVD STE 1000W	BEVERLY HILLS	CA	90212
9401 BISCAYNE BLVD	MIAMI SHORES	FL	33138
9738 NW 8 TER	MIAMI	FL	33172
PO BOX 290910	COOPER CITY	FL	33329

TOWN OF SOUTHWEST RANCHES

Waiver of Plat Application || WP-14-16 || 6311 SW 127th Ave.



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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
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 8/25/2016
SUBJECT: Pearl Waiver of Plat

Recommendation

Recommendation

1. The Council could deny this item finding that the applicant failed to show by competent substantial evidence it has met the requirements of the ULDC.
2. The Council could approve this item finding that the applicant has shown by competent substantial evidence it has met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with the conditions such as those listed in the staff report.

Strategic Priorities

A. Sound Governance

Background

The Pearls desire to have a second means of access to their property. In order to accomplish this, they purchased the abutting 2.71 acres at 6400 Hancock Road with the intent of carving out a piece of the property for a driveway, and then selling the parcel less the strip for the driveway. The subject Waiver of Plat Application subdivides the north 35 feet of 6400 Hancock (a 35-foot by 300-foot strip of land) from the rest of 6400 Hancock, and combines this north

35 feet with 14041 Luray. This request does not create an additional lot.

The proposed subdivision would reduce the size of 6400 Hancock from 2.7 acres to 2.47 acres, and would increase the size of 14041 Luray from 5.35 acres to 5.59 acres. Both properties will remain in compliance with the Rural Ranch zoning and land use plan designations.

Fiscal Impact/Analysis

None

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
Pearl Reso - TA Approved	9/8/2016	Resolution
staff report	9/1/2016	Backup Material
Location Map	9/1/2016	Backup Material
Illustration of Proposed Subdivision	9/1/2016	Backup Material
Survey	9/1/2016	Backup Material
Mail Notification Map	9/1/2016	Backup Material
Mail Notice List	9/1/2016	Backup Material

RESOLUTION NO. 2016-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-13-16 TO SUBDIVIDE APPROXIMATELY 2.71 NET ACRES OF PROPERTY FOR THE PURPOSE OF PROVIDING AN ACCESS STRIP TO AN ADJOINING LOT OF RECORD; GENERALLY LOCATED ON THE EAST SIDE OF HANCOCK ROAD, APPROXIMATELY 1,000 FEET NORTH OF LURAY ROAD, AND DESCRIBED AS THE NORTH ONE-HALF OF TRACT 25 IN SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE DADE COUNTY, FLORIDA PUBLIC RECORDS, LESS THE NORTH 267 FEET AND LESS THE WEST 30 FEET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a duly noticed public hearing held on September 14, 2016, the Town Council reviewed Application No. WP-13-16 by Susan and Warren Pearl to transfer approximately 10,500 square feet of property between two adjoining lots of record under their ownership; and

WHEREAS, the resulting subdivision reduces the area of the one lot from 2.71 to 2.4677 acres and increases the area of the second lot from 5.35 to 5.5951 acres; and

WHEREAS, the subdivision complies with the minimum lot size requirements of the applicable Rural Ranch land use plan and Rural Ranches zoning designation, and will not create or exacerbate any nonconformities with the development standards of the Unified Land Development Code ("ULDC").

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

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

Section 2. That, at a duly noticed public hearing held on September 14, 2016, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-13-16, for the property described and depicted in Exhibits "A" and "B" attached hereto and made a

part hereof, subject to the condition that the petitioner shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five percent (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

Section 3. 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 4. This Resolution shall be recorded in the Public Records of Broward County, Florida upon the property owner's satisfaction of all conditions of approval enumerated in Section 2 herein.

Section 5. This Resolution shall become effective upon the property owner's satisfaction of the condition of approval enumerated in Section 2 herein.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of September 2016, on a motion by _____ and seconded by

_____.

Nelson _____
McKay _____
Fisikelli _____
Breitkreuz _____
Jabolnski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Jeff Nelson, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
113500271.1

LEGAL DESCRIPTION: (OVERALL PARCEL)

THE NORTH 660 FEET OF TRACT 26 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 25 FEET OF TRACT 26 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE NORTH 660 FEET THEREOF AND LESS THE SOUTH 40 FEET THEREOF FOR ROAD RIGHT-OF-WAY. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 1/2 OF TRACT 25, IN SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY FLORIDA LESS THEREFROM THE WEST 30.00 FEET AND LESS THEREFROM THE NORTH 267.00 FEET. SAID LANDS LYING AND SITUATE IN BROWARD COUNTY, FLORIDA AND CONTAINING 351,214 SQUARE FEET (8.0628 ACRES) MORE OR LESS.

LEGAL DESCRIPTION: (LOT 1)

A PORTION OF TRACTS 25 AND 26 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 26; THENCE NORTH 89°43'42" EAST ALONG THE NORTH LINE OF SAID TRACT 26 FOR 329.87 FEET TO THE NORTHEAST CORNER OF SAID TRACT 26; THENCE SOUTH 01°51'13" EAST ALONG THE EAST LINE OF SAID TRACT 26 FOR 1281.59 FEET A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LURAY ROAD (SW 66th STREET), SAID LINE LYING 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3; THENCE SOUTH 89°44'01" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID PARALLEL LINE 25.01 FEET TO A POINT ON A LINE LYING 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 26; THENCE NORTH 01°51'13" WEST ALONG SAID PARALLEL LINE 621.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 660 FEET OF SAID TRACT 26; THENCE SOUTH 89°43'42" WEST ALONG SAID SOUTH LINE 304.80 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 26; THENCE NORTH 01°51'35" WEST ALONG SAID WEST LINE 358.14 FEET; THENCE SOUTH 89°43'42" WEST 299.83 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (SW 142nd AVENUE), SAID LINE LYING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 25; THENCE NORTH 01°51'56" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID PARALLEL LINE 35.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 267 FEET OF SAID TRACT 25; THENCE NORTH 89°43'42" EAST ALONG SAID SOUTH LINE 299.83 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 26; THENCE NORTH 01°51'35" WEST ALONG SAID WEST LINE 267.10 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 243,722 SQUARE FEET (5.5951 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: (LOT 2)

A PORTION OF TRACT 25 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 25; THENCE SOUTH 01°51'35" EAST ALONG THE EAST LINE OF SAID TRACT 25 FOR 302.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°51'35" EAST ALONG SAID EAST LINE 358.67 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 25; THENCE SOUTH 89°43'52" WEST ALONG SAID SOUTH LINE 299.79 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (SW 142nd AVENUE), SAID LINE LYING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 25; THENCE NORTH 01°51'56" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID PARALLEL LINE 358.66 FEET; THENCE NORTH 89°43'42" EAST 299.83 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 107,492 SQUARE FEET (2.4677 ACRES), MORE OR LESS.

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EXHIBIT "B" (1of 2) **PRE-SUBDIVIDED CONDITON**



EXHIBIT "B" (2 of 2)
SUBDIVIDED CONDITION



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

August 17, 2016

SUBJECT: Waiver of Plat application WP-13-16

LOCATION: 6400 Hancock Road; generally located approximately on the east side of Hancock Road, 1,000 feet north of Luray Road

OWNER/APPLICANT: Susan and Warren Pearl

AGENT: Pulice Land Surveyors, Inc.

LAND USE PLAN DESIGNATION: Rural Ranch

ZONING: RR – Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper, mail notice

EXHIBITS: Staff Report, survey, aerial photograph, notification map and mailing label list

BACKGROUND AND ANALYSIS

Susan and Warren Pearl have resided on 5.35 acres at 14041 Luray Road (“14041 Luray”) since 1988. The Pearls desired to have a second means of access to their property. In order to accomplish this, the Pearls purchased the abutting 2.71 acres at 6400 Hancock Road (“6400 Hancock”) with the intent of carving out a piece of the property for a driveway, and then selling the parcel less the strip for the driveway. The subject Waiver of Plat Application subdivides the north 35 feet of 6400 Hancock (a 35-foot by 300-foot strip of land) from the rest of 6400 Hancock, and combines this north 35 feet with 14041 Luray (see attached location map for schematic). This request does not create an additional lot.

The proposed subdivision would reduce the size of 6400 Hancock from 2.7 acres to 2.47 acres, and would increase the size of 14041 Luray from 5.35 acres to 5.59 acres. Both properties will remain in compliance with the Rural Ranch zoning and land use plan designations, each of which require 2 net acres of land area. The proposed subdivision will not result in any nonconformities, and the properties’ compliance with pervious area, lot coverage, lot width and setback regulations will be unaffected by the subdivision.

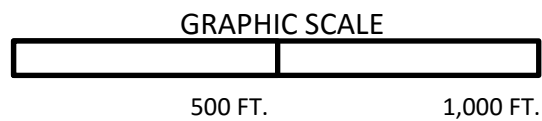
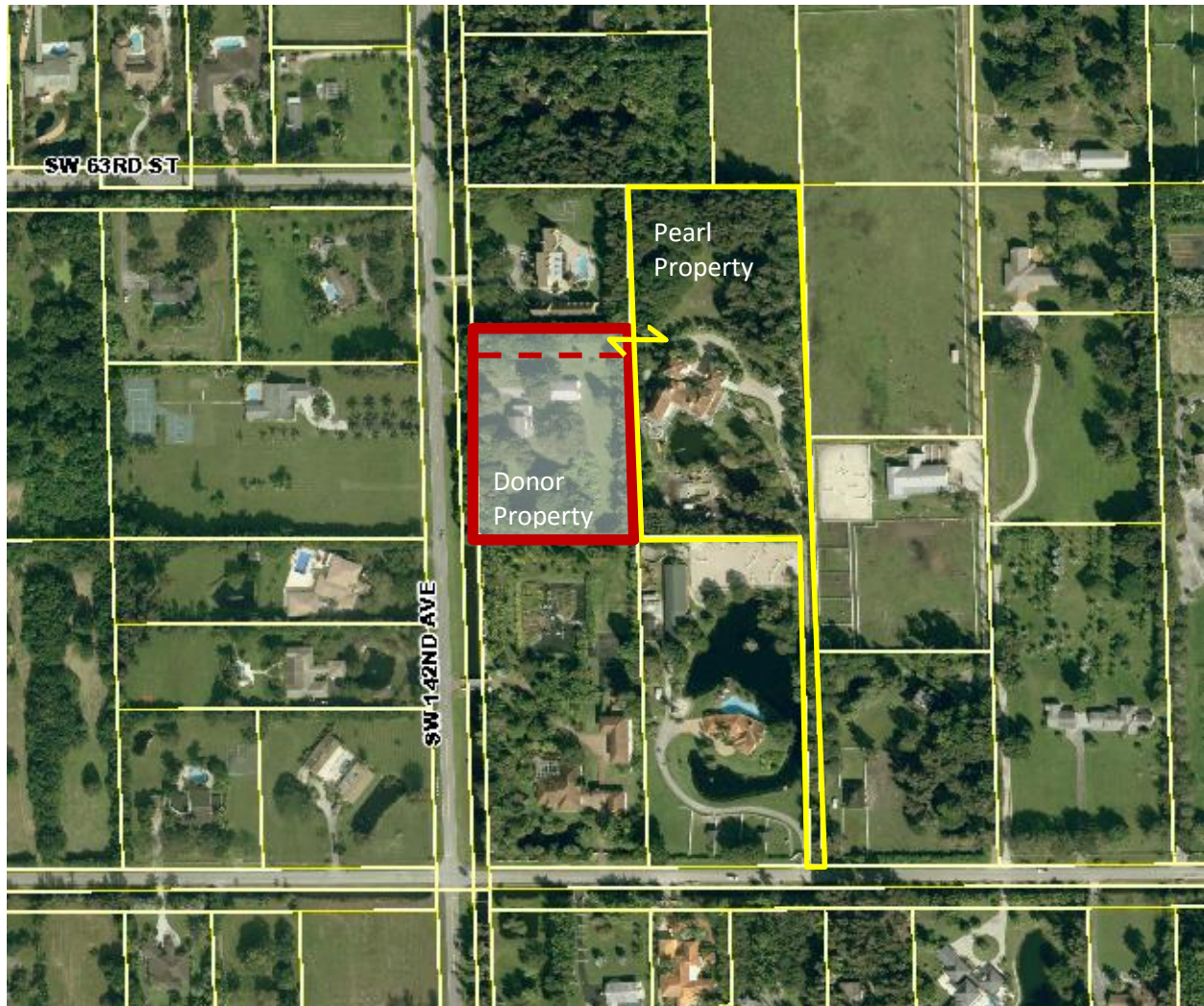
Existing access to 6400 Hancock, which is developed with a 2,050 square-foot home and two outbuildings, is provided via an earthen canal crossing.. The Pearls have applied for engineering and drainage district permits to construct a bridge crossing about 90 feet north of the existing canal crossing, which will align with the 35-foot strip that would be created by the subdivision. The existing canal crossing will not be affected by the additional crossing. The Town Engineer has no objections to the request.

RECOMMENDATION

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.

3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
 - a. The approval of Application No. WP-013-16 shall not become effective until the resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.
 - b. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five percent (5%) administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

WAIVER OF PLAT
APPLICATION NO. WP-13-16
6400 HANCOCK ROAD (SW 142ND AVENUE)





FOR:
WARREN AND SUSAN PEARL

SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA 33330

CONTACT PERSON INFORMATION
PULUCE LAND SURVEYORS, INC.—JANE STORMS
TELEPHONE NUMBER: 954-572-1777
FAX NUMBER: 954-572-1778
E-MAIL ADDRESS: JANE@PULUCELANDSURVEYORS.COM

40 EAST OF THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" ACCORDING TO THE
RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY,
AND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, SAID

RECORDED IN PLAT BOOK 2, ALL PAGE 39 OF THE PUBLIC RECORDS OF THE PUBLIC SALT WATER TOWNSHIP OF BROWARD COUNTY, FLORIDA, LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

TOGETHER WITH

THE EAST 25 FEET OF TRACT 26 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 4 NORTH, EAST 1 OF THE ECHO LAKE SUGAR & LAND CO. SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LESS THE NORTH 660 FEET THEREOF AND LESS THE SOUTH 40 FEET THEREOF FOR ROAD RIGHT-OF-WAY, SAID ROAD 660 FEET THEREOF AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH

THE NORTH 1/4 OF TRACT 25, IN SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SLUICED AND LAND CO. SUBDIVISION" ACCORDING TO THE PLAT THEREFROM IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LESS THEREFROM THE WEST 30.00 FEET AND LESS THEREFROM THE NORTH 267.00 FEET, BROWARD COUNTY, FLORIDA AND CONTAINING 351,214 SQUARE FEET (10028 ACRES) MORE OR LESS.

A PORTION OF PARCELS 25 AND 26 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR & LAND CO. SUBDIVISION "ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECORDED IN PLAY BOOK 2 AT PAGE 3
PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH LINE²⁶ SAID, 13 ACCT 26 FOR 39.87 FEET TO THE NORTH EAST CORNER OF SAID TRACT 26; THENCE SOUTH 01°51'3" EAST ALONG THE EAST LINE OF SAID TRACT 26 FOR 1281.59 FEET A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LURAY ROAD (SW 66th STREET), SAID LINE LYING 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF

POINT ON THE NORTH RIGHT-OF-WAY
40.00 FEET NORTH OF AND PARALLEL[illegible]

A PORTION OF TRACT 25 IN THE SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECORDED IN PLAT BOOK 2 AT PAGE 3
PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

1) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY
BENCHMARK #1457, ELEVATION: 4.603 FEET.
FLOOD ZONE: AH; BASE FLOOD ELEVATION: 5 FEET; PANEL #120691 0540H; MAP DATE: 8/18/1

- 6) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE PLANNED. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS AT LEAST ±0.1 FEET.
- 8) THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS AT LEAST ±0.1 FEET.
- 9) COMPANIES' FOR FIELD VERIFICATION.
- 10) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO W. PEARL CONSTRUCTION.
- 11) UNDERGROUND UTILITIES, THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS COMPANY'S FOR FIELD VERIFICATION.
- 12) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF THIS UNDERGROUND UTILITIES.
- 13) NO FIELD NOTES BASED ON THE WEST LINE OF THE NE 1/4 SECTION 35-40-40N, T15N R15E S16W, N01°15'16"W.
- 14) THIS SURVEY LINE IN SECTION 35, TOWNSHIP 15 NORTH, RANGE 40 EAST, S35-40-40N, BEING THE WEST LINE OF THE WEST LINE OF THE NE 1/4 SECTION 35-40-40N, T15N R15E S16W.

HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-1 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5		
4		
3		
2		
1		
NO.	REVISIONS	BY

PEARL RESIDENCE
 14041 LURAY ROAD AND 6400 HAWCOCK RD
 SOUTHWEST RANCHES, BROWARD COUNTY
 FLORIDA 33330

BOUNDARY AND TOPOGRAPHIC SURVEY AND WAIVER OF PLAT

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33357

FAX: (954) 572-1778

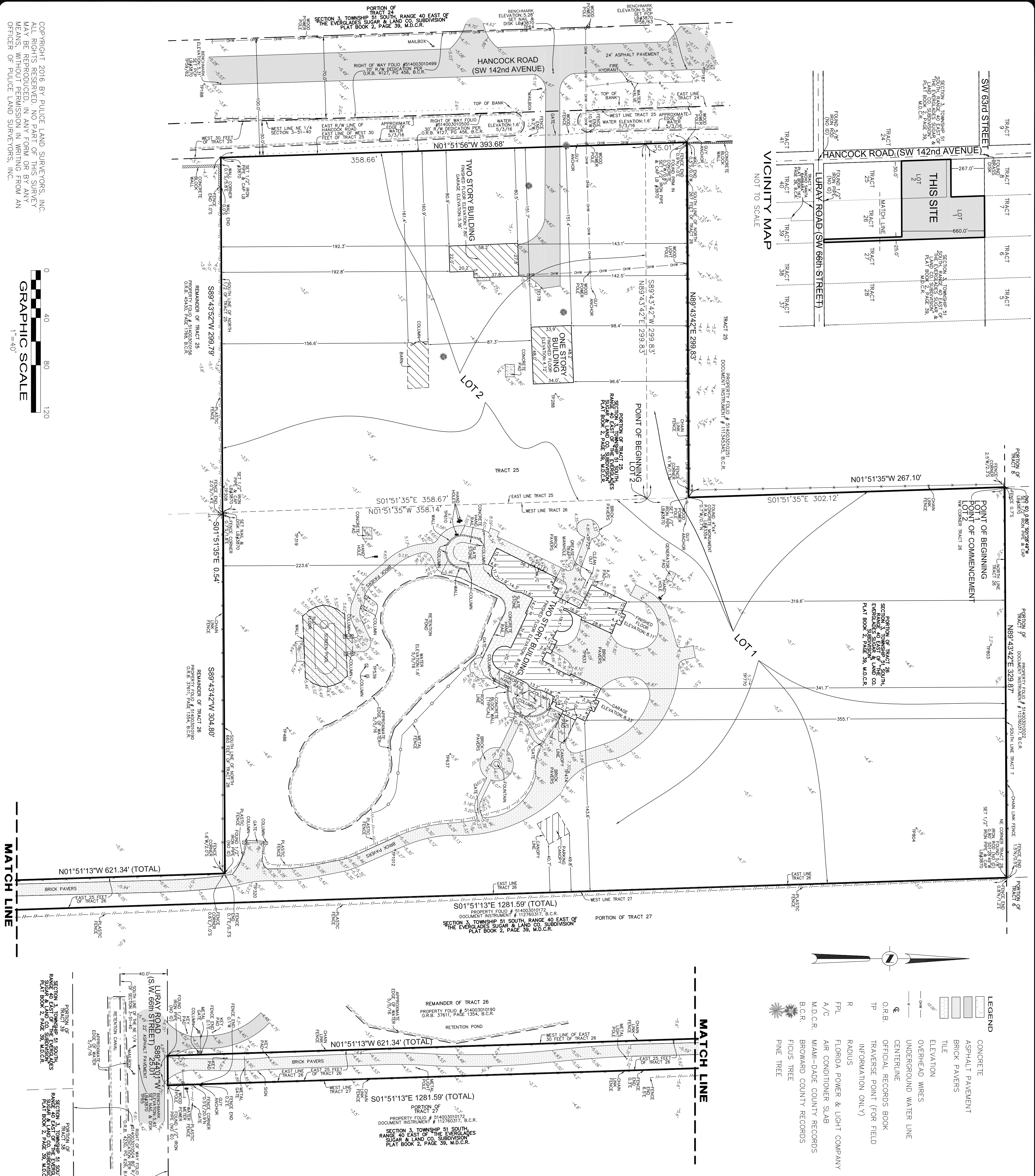
CERTIFICATE OF AUTHORIZATION LB#387C

DRAWN BY: R.F.

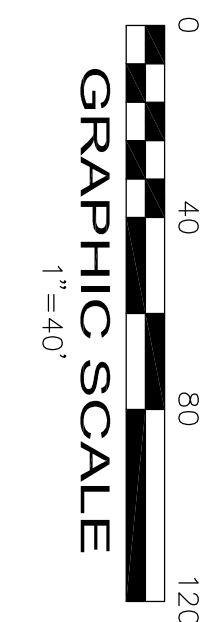
FILE: W. PEARL CONSTRUCTION

CHECKED BY: J.F.P.

ORDER NO.: 60959



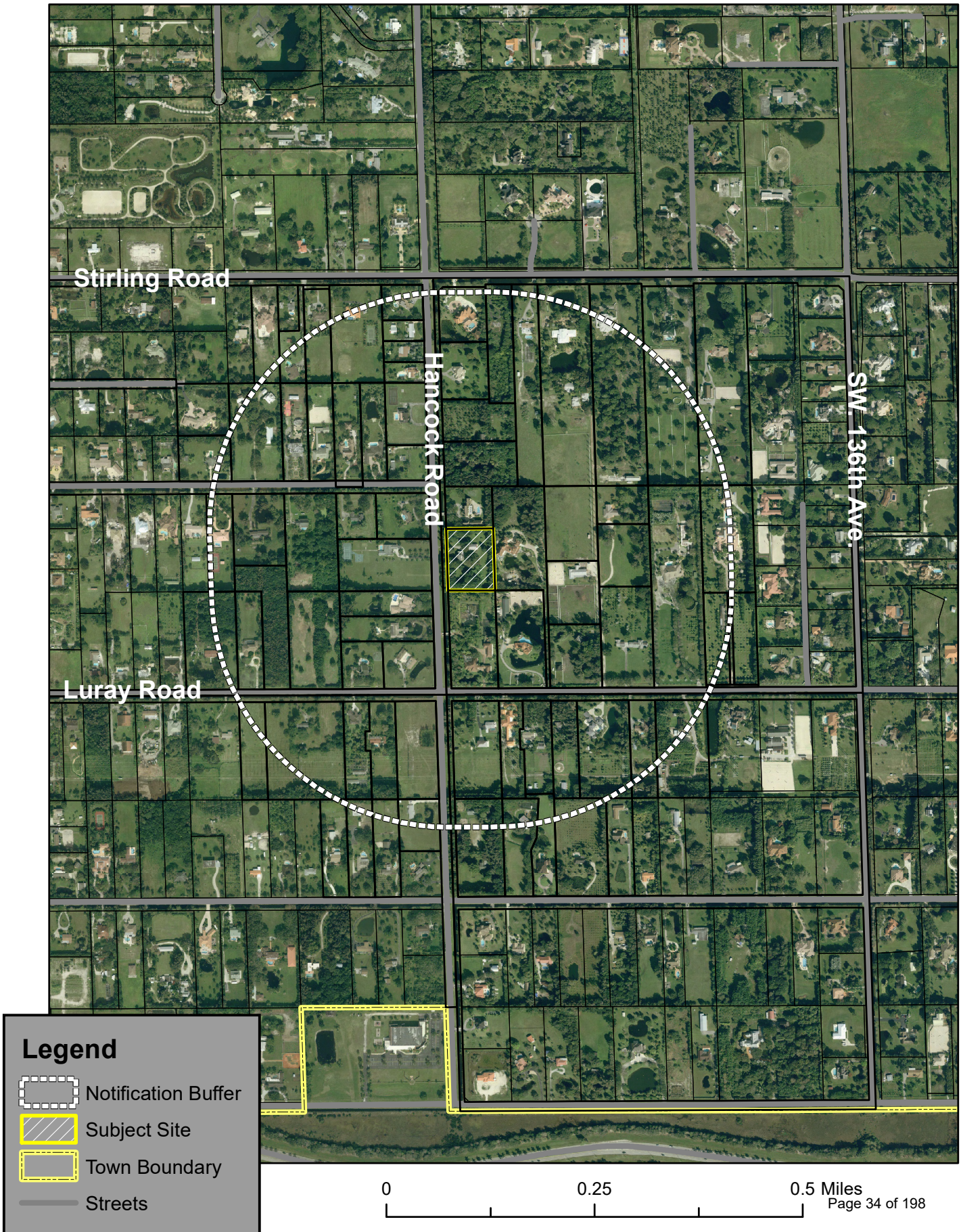
COPYRIGHT 2016 BY POLICE LAND SURVEYORS, INC.
ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAY BE REPRODUCED, IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF POLICE LAND SURVEYORS, INC.



MATCH LINE

TOWN OF SOUTHWEST RANCHES

Waiver of Plat Application || WP-13-16 || 6400 Hancock Rd.



NAME_LINE_1	NAME_LINE_2
FLEURANT,GUY	
MOSES,RAYMOND M & BAIDWATTE	
BULZACCHELLI,MATTHEW SCOTT	
SALAS,LAURA	
13900 LIVING TR	AGUILERA,IVAN GABRIEL TRSTEE
AGUILERA,IVAN G & SIMONA F	
PINO,DOMINIC C & SHARON L	PINO FAMILY TR
CHRISTOPH,VICTOR D & ZURBANO,N	VICTOR D CHRISTOPH REV TR
MIRZA,KHALID A	
SAPPEY,CHANTAL & GILLES	
PEARL,SUSAN	PEARL,WARREN
OSHEROFF,MATTHEW G H/E	OSHEROFF,ROBIN & OSHEROFF,MARC
HM DEVELOPMENT GROUP LLC	
AGUIRRE,ARMAND & DENISE	
FALLETTA,VINCENT J	VINCENT J FALLETTA REV TR
IBRAHIM,ANDRIA & LUCIENNE	ANDRIA & LUCIENNE IBRAHIM REV TR
LALLOUZ,JENNIFER	
BROWN,MARCO &	KENNY,CLINTON
CAMET,EDUARDO & CARLINA G	
CABRERA,FERNANDO	POULSON,JESSICA A
LARRIEU,MIGUEL A	MIGUEL A LARRIEU REV TR
CEDOLA,LEONARD & FERN	
JAFFE,LINDA	
MCLEARY,GRAHAM B & JESSICA T	
DEDRICK,D FRED	JORDAN,RENEE M
DIPASQUALE,CHRISTOPHER & TARA	
DIMATTINA,REBECCA A	REBECCA A DIMATTINA REV TR
YESTER,BRENDA K	
SWEARINGEN,E H & VIRGINIA T	
HUDSON-PHILLIPS,C S LE	HUDSON-PHILLIPS,KEVIN A ETAL
KHAN,REHAN & NARJIS	
CASE,W H & PATRICIA	
KRATISH,JILL	
MALDONADO,MARIBEL	MARIBEL MALDONADO REV LIV TR
ODOM,JOHN F & MARY LU	
SPEER,RICHARD H/E	SPEER,SUZANNE
WEECH,RONALD & MICHELLE	
JACAPA LLC	
LORENZO,PEDRO ANTONIO &	LORENZO,FLORENCE RAY
RAYBON D SHEAFFER TR	C/O FLORENCE LORENZO
JACKSON,EDWARD P & KIMBERLY	
HICKMORE,NORMAN	MEJIA,MERCEDES
GILBREATH,DANIEL SCOTT	
KERR,DEBRA	
FOY,ROBERT & FRANCES	
ESPOSITO,KARIN F	

FORD,BILLY RAY JR & BONNIE M	
HOSMER,ERIC	ERIC J HOSMER FAM TR
NAPOLI,CAROL B	CAROL B NAPOLI REV TR
GROSMAN,LEAH LINDA & ROTEM	
RIVAS,VICTOR HUGO PADILLA	PADILLA,LILYSABEL
ENTRUST FREEDOM LLC	WAYNE CASE IRA
PEDLEY,JAMES K	
SANON,JEAN-GARY	SANON,VALENTINE
GUARDIA,CYNTHIA	GUARDIA,PAULO
NIKKI & JOEY NURSERY LLC	
HOLMAN,BRENT E & SANDI D SCOTT	
MITCHELL,JOANN	
PEARL,SUSAN O	
DILLARD,TRAMAR L	
LOPES,HUMBERTO	LOPES,JEANETTE
WEGMANN,MARNETTE F LE	WEGMANN LIV TR
COHEN,GANY R	
SPIRES,DANIEL GREGORY & TINA	
JOHNSON,EDWIN D	
GENTLE TEETH HOLDINGS LLC	
HUSSAIN,MAHMOOD &	HUSSAIN,MOHAMED
AGUILERA,IVAN G	AGUILERA,SIMONA F
HM DEVELOPMENT GROUP LLC	
LAUGHLIN,SHELLY R	
CAILIS,G E & BARBARA A	
ERIC J HOSMER FAM TR	HOSMER,ERIC J TRSTEE
AGUILERA,IVAN G	AGUILERA,SIMONA F
ERIC J HOSMER FAM TR	HOSMER,ERIC J TRSTEE

ADDRESS_LINE_1	CITY	STATE	ZIP
1 SUNSET LN	POMPADRO BEACH	FL	33062
13811 LURAY RD	SOUTHWEST RANCHES	FL	33330
13900 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13921 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
13930 LURAY RD	SOUTHWEST RANCHES	FL	33330
14001 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
14011 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
14041 LURAY RD	SOUTHWEST RANCHES	FL	33330
14051 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
14075 SW 143 CT #2	MIAMI	FL	33186
14100 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
14120 LURAY RD	SOUTHWEST RANCHES	FL	33330
14120 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14160 LURAY RD	SOUTHWEST RANCHES	FL	33330
14200 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
14211 SUNSET LANE	SOUTHWEST RANCHES	FL	33330
14221 LURAY RD	SOUTHWEST RANCHES	FL	33330
14251 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
14300 SUNSET LANE	SOUTHWEST RANCHES	FL	33330
14301 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
14320 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
14321 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
14345 SUNSET LANE	SOUTHWEST RANCHES	FL	33330
14351 SUNSET LN	SOUTHWEST RANCHES	FL	33330
14390 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
14400 SUNSET LANE	SOUTHWEST RANCHES	FL	33330
14402 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14420 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14441 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
14499 SUNSET LN	SOUTHWEST RANCHES	FL	33330
14500 SUNSET LN	SOUTHWEST RANCHES	FL	33330
14501 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
14530 MARVIN LANE	SOUTHWEST RANCHES	FL	33330
15000 FOXHEATH DR	FORT LAUDERDALE	FL	33331
1820 N CORPORATE LAKES BLVD #108	WESTON	FL	33326
18780 NW 79 WAY	HIALEAH	FL	33015
18780 NW 79 WAY	HIALEAH	FL	33015
19151 SW 54 PL	SOUTHWEST RANCHES	FL	33332
3336 SE CASSELL LN	STUART	FL	34997
6041 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
6101 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
6150 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
6230 HANCOCK RD	SOUTHWEST RANCHES	FL	33330

6311 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
6320 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
6401 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
6431 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
8374 MARKET ST # 249	LAKEWOOD RCH	FL	34202
PO BOX 820603	PEMBROKE PINES	FL	33082
14161 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
6201 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
708 NW 177 AVE	PEMBROKE PINES	FL	33029
135 WESTON RD #328	WESTON	FL	33326
6441 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
14000 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
14041 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
2635 W 79 ST	HIALEAH	FL	33016
13880 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13901 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
13850 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14300 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14301 LURAY RD	SOUTHWEST RANCHES	FL	33330
6670 SW 17 AVE	MIAMI	FL	33183
11159 HELENA DR	COOPER CITY	FL	33026
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14075 SW 143 CT #2	MIAMI	FL	33186
6231 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
6721 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
6320 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
6220 HANCOCK RD	FORT LAUDERDALE	FL	33330



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
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandy Luongo, General Services Manager/Emergency Manager
DATE: 9/14/2016
SUBJECT: Debris Removal Emergency Services

Recommendation

In order to avoid interruption of services under the agreements, the Town and the respective vendors agree that it is in the best interest of the Town to extend the agreements with Bergeron Emergency Services, as the primary vendor, Grubbs Emergency Services, LLC as secondary vendor, and Ash Britt, Inc. as a tertiary vendor to provide debris removal and disaster response/recovery services for an additional term of 5 years respectively.

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

On April 20, 2011 the Town, through an RFP, received fourteen (14) competitive bids for services requested. Bergeron Emergency Services, was selected as the primary vendor, Grubbs Emergency Services, LLC as secondary vendor, and Ash Britt, Inc. as a tertiary vendor to provide debris removal and disaster response/ recovery services.

The Town entered into five year agreements with Bergeron Emergency Services on September 12, 2011, Grubbs Emergency Services LLC on October 3, 2011 and Ash Britt, Inc. on January 3, 2011. All three agreements are due to expire on September 11, 2016.

(Bergeron), October 2, 2016 (Grubbs) and January 2, 2017 (Ash Britt).

Fiscal Impact/Analysis

The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed following a disaster event. In the event the vendor's rates exceed FEMA rates, FEMA rates shall apply.

It is acknowledged and agreed by the vendors that this amount is the maximum payable and constitutes a limitation upon the Town's obligation to compensate vendors for its services related to the agreement.

The Town shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

The vendors shall assist the Town in completed and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway administration (FHA) or designated local agencies, relating to costs arising out of debris management. This service shall be provided by the vendors, as required, at no additional cost to the Town.

Staff Contact:

Sandy Luongo, General Services Manager/Emergency Manager

ATTACHMENTS:

Description	Upload Date	Type
Debris Removal Reso - TA Approved	8/31/2016	Resolution
Exhibit A - Bergeron Addendum - TA Approved	9/1/2016	Exhibit
Exhibit B - Grubbs Addendum - TA Approved	9/1/2016	Exhibit
Exhibit C - AshBritt Addendum - TA Approved	9/1/2016	Exhibit

RESOLUTION NO. 2016-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN ADDENDUM TO THE AGREEMENTS WITH BERGERON EMERGENCY SERVICES, AS THE PRIMARY VENDOR, GRUBBS EMERGENCY SERVICES, LLC AS A SECONDARY VENDOR, AND ASH BRITT, INC. AS A TERTIARY VENDOR TO PROVIDE DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an agreement with Bergeron Emergency Services, as the Primary Vendor, Grubbs Emergency Services, LLC as the Secondary Vendor, and Ash Britt, Inc. as the Tertiary Vendor to provide these services to the Town; and

WHEREAS, the five (5) year agreements with all three vendors are due to expire within the next few months; and

WHEREAS, the Town of Southwest Ranches and the vendors desire to extend the Agreements for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same 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 authorizes a five (5) year extension to the Agreements between the Town of Southwest Ranches and Bergeron Emergency Services as the Primary Vendor, Grubbs Emergency Services, LLC as the Secondary Vendor, and Ash Britt, Inc. as the Tertiary Vendor to provide debris removal and disaster response/recovery services to the Town, in accordance with the Addendums attached hereto as Exhibits "A", "B", and "C" respectively.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2016, on a motion by _____ and seconded by _____.

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

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

113476427.1

**ADDENDUM TO AGREEMENT FOR
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004**

THIS ADDENDUM ("Addendum") is made and entered into on this ____ day of September 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Bergeron Emergency Services (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an Agreement with Bergeron Emergency Services, LLC ("Contractor"); and

WHEREAS, on September 12, 2011, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on September 13, 2016 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

- 1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

Section 2: Term of the Agreement and Agreement Time

- 2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: Insurance

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

Section 5: Miscellaneous Provisions

- A. **Joint Preparation**. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- B. **Binding Authority**. Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. **Truth-in-Negotiation Certificate**. Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. **Defined Terms**. Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.

- E. Effect of this Addendum.** Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal and Disaster Response/Recovery Services
RFP No. 11-004

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Bergeron Emergency Services and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of September, 2016.

WITNESSES:

CONTRACTOR: Bergeron Emergency Services

By: _____

_____, _____ (title)

____ day of September, 2016

TOWN OF SOUTHWEST RANCHES

By: _____

Jeff Nelson, Mayor

____ day of September, 2016

By: _____

Andrew D. Berns, Town Administrator

____ day of September, 2016

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**ADDENDUM TO AGREEMENT FOR
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004**

THIS ADDENDUM ("Addendum") is made and entered into on this ____ day of September, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Grubbs Emergency, LLC (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an Agreement with Grubbs Emergency Services, LLC ("Contractor"); and

WHEREAS, on October 3, 2011, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on October 3, 2016 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

Section 2: Term of the Agreement and Agreement Time

2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: Insurance

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

Section 5: Miscellaneous Provisions

- A. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- B. **Binding Authority.** Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. **Truth-in-Negotiation Certificate.** Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. **Defined Terms.** Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.

- E. Effect of this Addendum.** Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal and Disaster Response/Recovery Services
RFP No. 11-004

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Grubbs Emergency Services, LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of September, 2016.

WITNESSES:

CONTRACTOR: Grubbs Emergency Services, LLC

By: _____
_____, _____ (title)
____ day of September, 2016

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor
____ day of September, 2016

By: _____
Andrew D. Berns, Town Administrator
____ day of September, 2016

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**ADDENDUM TO AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES
AND ASH BRITT, INC. FOR DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY
SERVICES
RFP No. 11-004**

THIS ADDENDUM ("Addendum") is made and entered into on this _____ day of September, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Ash Britt, Inc. (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an Agreement with Ash Britt, Inc. ("Contractor"); and

WHEREAS, on January 3, 2012, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on January 4, 2017 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

- 1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

Section 2: Term of the Agreement and Agreement Time

- 2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

RFP No. 11-004

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the Term.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: Insurance

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

Section 5: Miscellaneous Provisions

- A. **Joint Preparation**. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- B. **Binding Authority**. Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. **Truth-in-Negotiation Certificate**. Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. **Defined Terms**. Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal
and Disaster Response/Recovery Services

RFP No. 11-004

- E. Effect of this Addendum.** Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal
and Disaster Response/Recovery Services

RFP No. 11-004

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: ASH BRITT, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of September, 2016.

WITNESSES:

CONTRACTOR: ASH BRITT, INC.

By: _____
_____, _____ (title)
____ day of September, 2016

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

____ day of September 2016

By: _____
Andrew D. Berns, Town Administrator

____ day of September 2016

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. 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
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandy Luongo, General Services Manager/Emergency Manager
DATE: 9/14/2016
SUBJECT: Emergency Debris Monitoring Addendum

Recommendation

In order to avoid interruption in services under the agreement, the Town and the vendor agrees that it is in the best interest of the Town to extend the agreement with O'Brien's Response Management, Inc. to provide debris monitoring services for an additional term of 5 years.

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

On April 20, 2011 the Town, through an RFP, received five (5) competitive bids for services requested. O'Brien's Response Management was selected as the vendor to provide debris monitoring services in the aftermath of a disaster. The Town entered into a five year agreement with O'Brien's Response Management on or about September 20, 2011 and the contract is due to expire on September 20, 2016.

Fiscal Impact/Analysis

The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed following a disaster event. In the event the vendor's rates exceed FEMA rates, FEMA rates shall apply.

It is acknowledged and agreed by the vendor that this amount is the maximum payable and constitutes a limitation upon the Town's obligation to compensate vendor for its services related to the agreement.

The Town shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

The vendor shall assist the Town in completed and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway administration (FHA) or designated local agencies, relating to costs arising out of debris monitoring management. This service shall be provided by the vendor, as required, at no additional cost to the Town.

Staff Contact:

Sandy Luongo, General Services Manager/Emergency Manager

ATTACHMENTS:

Description	Upload Date	Type
Debris Monitoring Reso - TA Approved	8/31/2016	Resolution
Debris Monitoring Addendum - TA Approved	9/1/2016	Exhibit

RESOLUTION NO. 2016-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN ADDENDUM TO THE AGREEMENT WITH O'BRIEN'S RESPONSE MANAGEMENT INC. TO PROVIDE DEBRIS MONITORING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 18, 2011, the Town advertised a Request for Proposals ("RFP") for disaster debris monitoring services; and

WHEREAS, on August 4, 2011, pursuant to Resolution No. 2011-078, the Town Council selected O'Brien's Response Management Inc. ("O'Brien's") to provide debris monitoring services for the Town; and

WHEREAS, on September 20, 2011, O'Brien's entered into a five (5) year agreement with an optional five (5) year extension; and

WHEREAS, the Town of Southwest Ranches and O'Brien's both desire to exercise the additional five (5) year extension.

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

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

Section 2. The Town Council hereby authorizes a five (5) year extension of the Agreement between the Town of Southwest Ranches and O'Brien's Response Management Inc. to provide debris monitoring services to the Town.

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

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

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

Ranches, Florida, this ____ day of _____, 2016, on a motion by _____ and
seconded by _____.

Nelson ____
Fisikelli ____
Breitkreuz ____
Jablonski ____
McKay ____

Ayes ____
Nays ____
Absent ____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

113451716.1

**ADDENDUM TO AGREEMENT FOR
DISASTER DEBRIS MONITORING SERVICES
RFP No.11-005**

THIS ADDENDUM ("Addendum") is made and entered into on this ____ day of September, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and O'Brien's Response Management Inc. (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on April 18, 2011, the Town advertised a Request For Proposals ("RFP") for disaster debris monitoring services; and

WHEREAS, on August 4, 2011, pursuant to Resolution No. 2011-078, the Town Council approved an Agreement with O'Brien's Response Management Inc. ("Contractor"); and

WHEREAS, on September 20, 2011, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on September 20, 2016 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of disaster debris monitoring services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

- 1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

Section 2: Term of the Agreement and Agreement Time

- 2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the subsequent Term.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: Insurance

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

Section 5: Miscellaneous Provisions

- A. **Joint Preparation**. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- B. **Binding Authority**. Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. **Truth-in-Negotiation Certificate**. Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. **Defined Terms**. Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Disaster Debris Monitoring Services
RFP No. 11-005

E. Effect of this Addendum. Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Disaster Debris Monitoring Services
RFP No. 11-005

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: O'Brien's Response Management and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of September, 2016.

WITNESSES:

CONTRACTOR: O'Brien's Response Management

By: _____
_____, _____ (title)
____ day of September, 2016

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor
____ day of September, 2016

By: _____
Andrew D. Berns, Town Administrator
____ day of September, 2016

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



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

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Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 9/14/2016
SUBJECT: Transportation Surtax ILA

Recommendation

Consideration of a motion to approve the resolution.

Strategic Priorities

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

Background

After months of debate and negotiations, Broward County and municipalities representing 94% of the County's population ("sponsoring municipalities") agreed to place measures on the November 8, 2016 ballot that would create two (2) half cent surtaxes to fund County-wide transportation projects and municipality specific infrastructure projects. The sponsoring municipalities and the County have negotiated a Transportation System and Infrastructure Surtaxes Interlocal Agreement (ILA), attached as Exhibit "A", which includes agreed upon ballot language for both half cent surtaxes and provides for the terms, conditions and implementation.

Although the Town was not one of the sponsoring municipalities should the ballot measures be

approved by the County-wide electorate, the Town must approve and execute the ILA by September 30th to receive its share of revenue for eligible projects.

Fiscal Impact/Analysis

Adoption and execution of the ILA will ensure that the Town receive its share of revenue. If approved, the State Department of Revenue will begin collecting the surtaxes in January of 2017. The Town may begin to receive infrastructure surtax revenue as soon as FY 2017 but it should not be later than FY 2018 for eligible projects. The Town's estimated first full year revenues, as provided by the Broward Metropolitan Planning Organization, are more than \$643K.

Staff Contact:

Russell Muñiz, Assistant Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Surtax ILA Resolution - TAAproved	9/8/2016	Resolution
Surtax ILA - Exhibit A	9/8/2016	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A COMPROMISE SALES SURTAX PROPOSAL BETWEEN THE PARTICIPATING BROWARD MUNICIPALITIES AND BROWARD COUNTY; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE TRANSPORTATION SYSTEM AND INFRASTRUCTURE SURTAXES INTERLOCAL AGREEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE; SUPPORTING THE COUNTY'S PLACEMENT OF A 30 YEAR ONE HALF-CENT INFRASTRUCTURE SALE SURTAX AND A 30 YEAR ONE-HALF CENT COUNTYWIDE TRANSPORTATION SYSTEM SALES SURTAX ON THE NOVEMBER 8, 2016 GENERAL ELECTION BALLOT IN ACCORDANCE WITH THE SURTAXES INTERLOCAL AGREEMENT AND SECTION 212.055, FLORIDA STATUTES; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the levy of a local government infrastructure sales surtax of 0.05% or 1% upon transactions occurring within Broward County that are taxable pursuant to Chapter 212, Florida Statutes, subject to approval by a majority of those voting in a referendum election; and

WHEREAS, in order to address urgent local government infrastructure needs, the governing bodies of municipalities representing over 94% of the County's population (the "sponsoring municipalities") voted to approve a uniform resolutions to place on the November 8, 2016 ballot, for consideration by the countywide electorate, a proposed infrastructure surtax levy of 1% utilizing the ballot language set forth in the Municipal Surtax Resolution (the "Initial Municipal Ballot Proposal"); and

WHEREAS, the Town Council refrained from considering the Initial Municipal Ballot Proposal; and

WHEREAS, Section 212.055(1), Florida Statutes, authorizes the County to levy a Charter County and Regional Transportation System sales surtax of up to 1% upon transactions occurring within Broward County that are taxable pursuant to Chapter 212, Florida Statutes, also subject to approval by a majority of those voting in a referendum election; and

WHEREAS, on May 24, 2016, the County Commission voted to place on the November 8, 2016 ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of 0.75% (the "Initial County Ballot Proposal"); and

WHEREAS, a concern has been raised that the combined potential levy of 1.75% may be perceived by interested stakeholders and the electorate as collectively more than required to presently address the most urgent transportation and infrastructure needs, thereby increasing the risk that the countywide electorate will reject the proposed levies, which would prevent the Broward municipalities and the County from adequately addressing the community's critical transportation and infrastructure needs; and

WHEREAS, in the spirit of compromise and collaboration, and to increase the likelihood that the countywide electorate will approve of the proposed levies, the sponsoring municipalities and the County have agreed to a proposal to modify the initially-proposed tax levies reducing each proposed levy to 0.05% so that the combined proposed levy is 1% instead of 1.75% (the "Compromise Proposal"); and

WHEREAS, the sponsoring municipalities and the County have negotiated a Transportation System and Infrastructure Surtaxes Interlocal Agreement, attached as Exhibit "A", which includes agreed upon ballot language for both .5% surtaxes and provides for the terms, conditions and implementation of the Compromise Proposal (the "Surtaxes Interlocal Agreement"); and

WHEREAS, in accordance with the Surtaxes Interlocal Agreement, the 0.5% levies and a brief general description of planned projects will be placed on the November 8, 2016 countywide election ballot (the "Ballot Measures") and all parties have pledged to work together to educate the electorate on these Ballot Measures; and

WHEREAS, the Surtaxes Interlocal Agreement provides for an independent Transportation and Infrastructure Surtax Oversight Board to be established to review proposed projects for consistency with applicable law and the Surtaxes Interlocal Agreement; and

WHEREAS, if the Ballot Measures are approved by the electorate, in order for the Town to obtain its share of the revenue, the Surtaxes Interlocal Agreement must be entered into by the municipality prior to the November election; and

WHEREAS, this Resolution seeks to comply with the County's requirements;

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

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Southwest Ranches as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. Approval of Compromise Proposal. The Town hereby approves the Compromise Proposal and supports the County's placement of a .5% Local Government Infrastructure Surtax and .5% Countywide Transportation System Surtax on the November 8, 2016 ballot in accordance with the Surtaxes Interlocal Agreement, attached as Exhibit "A".

Section 3. Approval of Surtaxes Interlocal Agreement. The Surtaxes Interlocal Agreement between the Broward municipalities and the County, attached as Exhibit "A", is hereby approved.

Section 4. Authorization to Execute Surtaxes Interlocal Agreement. The appropriate Town officials are authorized to execute the Surtaxes Interlocal Agreement, attached as Exhibit "A", together with such non-substantive changes as are acceptable to the Town Council and approved as to form and legal sufficiency by the Town Attorney.

Section 5. Public Education. To the fullest extent permissible under Florida law, the Town pledges to educate the public concerning the Compromise Proposal and the Ballot Measures in accordance with the terms of the Surtaxes Interlocal Agreement.

Section 6. Distribution of Resolution. The Town Clerk is directed to distribute this Resolution to the Board of County Commissioners for Broward County, the Broward County League of Cities, the Broward County Supervisor of Elections, and each of the municipalities in Broward County.

Section 7. Implementing Actions. The Town Council is hereby authorized to take any actions necessary to implement the aims of this Resolution.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 9. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 10. Effectiveness and Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

113498571.1

TRANSPORTATION SYSTEM AND INFRASTRUCTURE SURTAXES INTERLOCAL AGREEMENT

This Transportation System and Infrastructure Surtaxes Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities that formally approve this Agreement consistent with its provisions and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County and existing under the laws of the State of Florida (the "Municipalities").

Recitals

- A. Section 212.055(1), Florida Statutes, authorizes the County to levy a discretionary sales surtax of up to 1% for transportation system purposes, subject to approval by a majority of those voting in a referendum election.
- B. Section 212.055(2), Florida Statutes, authorizes the levy of a discretionary sales surtax of 0.5% or 1% for local government infrastructure purposes, also subject to approval by a majority of those voting in a referendum election.
- C. Because of the urgent need for transportation system improvements, on May 24, 2016, the County Commission voted to place on the November 8, 2016, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of 0.75% (the "Initial County Ballot Proposal").
- D. Because of urgent local government infrastructure needs, municipalities representing a majority of the County's population voted to place on the November 8, 2016, ballot, for consideration by the countywide electorate, a proposed infrastructure surtax levy of 1% (the "Initial Municipal Ballot Proposal").
- E. The County Commission and the governing bodies of the Municipalities have determined that the combined potential levy of 1.75% may be perceived by interested stakeholders and the electorate as collectively more than required to presently address the most urgent transportation and infrastructure needs, thereby increasing the risk that the countywide electorate will reject the proposed levies, which would prevent the County and Municipalities from adequately addressing the community's critical transportation and infrastructure needs.
- F. In the spirit of compromise and collaboration, and to increase the likelihood that the countywide electorate will approve of the proposed levies, the County and the Municipalities, working together to protect the health, safety, and welfare of their residents and visitors, have agreed to modify the initially-proposed tax levies, including by reducing each levy to 0.5% so that the combined proposed levy is 1% instead of 1.75%.
- G. Such levies and a brief description of planned projects will be placed on the November 8, 2016, countywide election ballot (the "Ballot Measures"), and the County and Municipalities have pledged to work to educate the electorate on the importance of the Ballot Measures.

H. The County Commission enters into this Agreement after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;
2. The ten-year Transportation Development Plan approved by the County Commission on October 27, 2015, and presented to the Broward Metropolitan Planning Organization ("MPO") on September 10, 2015, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial ad valorem tax revenues to subsidize transit operations. This is caused in part by expected diminishment in gas tax revenues, which have traditionally substantially contributed to the County's transit operations;
3. The proposed transportation surtax would further the County Commission's 2016-2020 Strategic Plan, the County Commission's declared value of "cooperatively delivering an efficient and accessible regional intermodal transportation network," and the County Commission's goal to "develop, market and achieve passage of a transit surtax to support a variety of long-term, regional transit and infrastructural needs";
4. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2040 Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible due to a lack of dedicated revenue for operations and maintenance; and
5. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and business that would have otherwise been allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding opportunities to advance the mobility goals of the region.

I. The Municipalities, through their governing bodies, enter into this Agreement after having made the following findings:

1. The Municipalities are presently without sufficient revenues to adequately fund the infrastructure needs within the County and are without sufficient fiscal resources to adequately fund infrastructure and equipment to address transportation, mobility, and safety needs to benefit the local economy and the citizens of Broward County and the Municipalities;
2. The provision of adequate and efficient infrastructure facilities upon which the public depends on a day to day basis is a matter of great public concern to the citizens of Broward County and the Municipalities; and
3. The moneys received from the infrastructure surtax may be utilized to finance, plan, construct, renovate and improve needed infrastructure, provide public safety vehicles, equipment and infrastructure, acquire land for public recreation, conservation or the protection of natural resources, improve infrastructure to address transportation and safety needs to benefit the local economy and the citizens of Broward County and of the Municipalities within Broward County, and such infrastructure projects will be for the use and benefit of the citizens of Broward County and of the Municipalities.

J. To provide for enhanced accountability, objectivity, transparency, and efficiency in the expenditure of surtax proceeds, the parties desire that an independent Transportation and Infrastructure Surtax Oversight Board be established to review proposed projects for consistency with applicable law and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Municipalities agree as follows:

Agreement

I. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

II. Condition Precedent to Effectiveness of Agreement. This Agreement shall be effective only if the following occur before noon on June 24, 2016 (the parties agree that the County may unilaterally extend this deadline if the Broward County Supervisor of Elections ("SOE") confirms in writing prior to that time that the deadline for withdrawing the Initial County Ballot Proposal and Initial Municipal Ballot Proposal, and deadline for submitting the new Ballot Measures, is later than noon on June 24, 2016):

- A. Municipalities representing more than fifty percent (50%) of the County's total population have taken formal action to approve this Agreement, which includes the Ballot Measures;
- B. Municipalities representing more than fifty percent (50%) of the County's total population have taken formal action to irrevocably withdraw their prior direction to the SOE to place the Initial Municipal Ballot Proposal on the November 8, 2016, general election ballot; and

- C. Documentation confirming that the above two requirements have been met is emailed to the Broward County Attorney and SOE.

III. Ballot Measures. The terms of this Agreement shall be interpreted and implemented in accordance with the Ballot Measures, which are attached hereto as Exhibit 1. Once this Agreement becomes effective (as provided above), the Ballot Measures shall be timely forwarded by the County to the SOE for placement on the November 8, 2016, general election ballot. No other ballot measure regarding either of these surtaxes, or any other surtax, shall be placed on the ballot by any party hereto; however, any party may place other measures on the ballot that are unrelated to either surtax or to projects to be funded thereby. Concurrently with forwarding the Ballot Measures to the SOE, the County shall withdraw its direction to the SOE to place the Initial County Ballot Proposal on the November 8, 2016, general election ballot.

IV. Entitlement to Surtax Proceeds.

- A. All transportation surtax proceeds remitted by the Florida Department of Revenue ("FDOR") as required by law (less any administrative or other costs lawfully deducted by FDOR) are hereby defined as the "Transportation Surtax Proceeds." All infrastructure surtax proceeds remitted by FDOR as required by law (less any administrative or other costs lawfully deducted by FDOR) are hereby defined as the "Infrastructure Surtax Proceeds." Transportation Surtax Proceeds and Infrastructure Surtax Proceeds may be collectively referred to as "Surtax Proceeds."
- B. Throughout the term of this Agreement, the County shall be entitled to receive directly from FDOR one hundred percent (100%) of the Transportation Surtax Proceeds, and shall be entitled to receive the percentage of Infrastructure Surtax Proceeds allocated to the unincorporated area based on the population calculation referenced below.
- C. The Municipalities that have joined this Agreement (including the unincorporated area) shall collectively be entitled to receive directly from FDOR one hundred percent (100%) of the Infrastructure Surtax Proceeds that were paid by taxpayers through December 31, 2036 (some of which will be remitted by FDOR in the first calendar quarter of 2037). Infrastructure Surtax Proceeds paid by taxpayers from January 1, 2037, through December 31, 2046, shall be allocated as follows: The Municipalities that have joined this Agreement (including the unincorporated area) shall collectively be entitled to receive directly from FDOR sixty percent (60%) of such Infrastructure Surtax Proceeds, and the County shall be entitled to receive directly from FDOR forty percent (40%) of such Infrastructure Surtax Proceeds.
- D. All Municipalities that have joined this Agreement (and have not withdrawn from participation in this Agreement) shall be entitled to receive distributions of their *pro rata* shares of the Infrastructure Surtax Proceeds (as allocated in the preceding paragraph), based on the population calculation as provided below. A municipality shall be deemed to have joined the Agreement as of the date it provides to the

County a copy of a validly-executed signature page and a copy of a resolution documenting that the municipality has taken formal action to join the Agreement.

- E. For purposes of calculating each Municipality's and the County's (on behalf of the unincorporated area) *pro rata* share of Infrastructure Surtax Proceeds, population figures and percentages shall be adjusted annually based on the figures contained in the document referred to as the "Florida Population Estimates for Counties and Municipalities," published on an annual basis by the Office of Economic and Demographic Research for the State of Florida. Allocations during each calendar year during the term of this Agreement shall be based on the "Florida Population Estimates for Counties and Municipalities" in effect on October 1 of the preceding year. The parties agree to submit to FDOR the necessary documentation to support the *pro rata* allocations to the County and the Municipalities during the term of this Agreement.
- F. Municipalities that have joined this Agreement prior to October 1, 2016, shall be entitled to receive their *pro rata* shares of Infrastructure Surtax Proceeds upon the commencement of distribution by FDOR in 2017. Municipalities that do not join the Agreement by October 1, 2016, but join prior to October 1, 2017, shall be entitled to receive their *pro rata* shares of only the Infrastructure Surtax Proceeds distributed by FDOR on or after January 1, 2018. Any municipality that has not joined the Agreement by October 1, 2017, shall be entitled to join in January through September 30 of 2018, or January through September 30 of any subsequent year, in which event it shall be entitled to receive its *pro rata* share of only the Infrastructure Surtax Proceeds distributed by FDOR beginning January 1 of the following year.
- G. By executing this Agreement, the County has joined it both in its capacity as a regional government and on behalf of the unincorporated area of the County for purposes of the unincorporated area's entitlement to its *pro rata* share of Infrastructure Surtax Proceeds.
- H. All Infrastructure Surtax Proceeds that would have been distributed to municipalities but for those municipalities either (i) not having become parties to the Agreement, (ii) having become parties but not yet being entitled to receive a distribution, or (iii) having withdrawn from being a party to the Agreement shall be distributed, *pro rata*, to those Municipalities (including on behalf of the unincorporated area) that are parties to the Agreement and entitled to a distribution at the time of the relevant distribution.

V. **Oversight Board.**

- A. **Establishment.** The parties hereby establish an independent "Transportation and Infrastructure Surtax Oversight Board" (the "Oversight Board"), which shall be comprised of the following nine (9) members, who shall be uncompensated, with at least seven (7) of the nine (9) members being Broward County residents:

1. One former elected official;
 2. One former city or county manager;
 3. One Certified Public Accountant;
 4. One member of The Florida Bar;
 5. One finance professional;
 6. One urban planning or land use professional;
 7. One engineering or construction management professional;
 8. One professional architect; and
 9. One professional environmental scientist.
- B. No member of the Oversight Board shall, at any time during his or her term, be an elected official or have an employment or contractual relationship with, or be employed by any entity that has a contractual relationship with, the County or any municipality within the County.
- C. The following five (5) persons (collectively, the "Appointing Authority"), none of whom may be an elected official, shall, based on procedures established by majority vote, make nominations for members of the Oversight Board and shall, also by majority vote, appoint such members on or before January 15, 2017 (any designee may be removed and replaced at any time by the designor) (no member of the Appointing Authority may be a member of the Oversight Board):
1. The designee of the President of Nova Southeastern University or, if no such designation is made, the designee (by majority vote) of the four (4) other members of the Appointing Authority;
 2. The designee of the Broward Workshop;
 3. The designee of the Broward County Council of Chambers (of Commerce);
 4. The joint designee of the Broward County Auditor and Broward League of Cities' Auditor; and
 5. The Director of the Florida Atlantic University Center for Environmental Studies, or such person's designee.
- D. Term of Oversight Board Members. Oversight Board members shall serve four-year terms commencing on the date a majority of members have first been appointed. Members may be reappointed for successive terms. Members may be removed for good cause determined by supermajority vote of the Appointing Authority, and may be removed by a majority vote of the Appointing Authority if the member no longer meets the qualifications for membership. Any member appointed to fill a vacancy shall serve for the balance of the vacated term. The Appointing Authority shall meet as required to appoint or remove members.
- E. Oversight Board Meetings. The Oversight Board shall meet at least quarterly throughout the term of the Agreement. The members shall elect a chairperson to preside over meetings. The Oversight Board shall establish its own rules of procedure for conducting its meetings.

- F. Staffing. The Oversight Board shall retain such staff as it reasonably determines is necessary for it to efficiently perform its functions, including administrative staff, consultants, and legal counsel. No administrative staff, consultants, or legal counsel to the Oversight Board shall have an employment or contractual relationship with, or be employed by any entity that has a contractual relationship with, the County or any municipality within the County.
- G. The annual costs of the Oversight Board, including for administrative staff, legal counsel, and consultants, shall be paid fifty percent (50%) by the County and fifty percent (50%) by Municipalities that have joined this Agreement and that are entitled to any distribution during the applicable fiscal year, with each Municipality's (and the unincorporated area's) share being the same as its share of the Infrastructure Surtax Proceeds during the applicable year (the "Municipal Contribution"). The Oversight Board shall provide an annual budget to the County and Municipalities. The annual budget shall not exceed one-half of one percent (0.5%) of the sum of the Transportation Surtax Proceeds and the Infrastructure Surtax Proceeds from the prior year, unless it is approved by the County and Municipalities representing a majority of the population of Municipalities who are parties to the Agreement. Notwithstanding the prior sentence, the County and Municipalities representing a majority of the population of Municipalities who are parties to the Agreement shall agree on an Oversight Board budget for the first partial year, which shall cover the cost of the Oversight Board's activities through September 30, 2017. Subsequent annual budgets, which shall cover October 1 of the applicable year through September 30 of the following year, shall be provided by the Oversight Board to the County and Municipalities by June 1 of each year. The County and Municipalities shall pay to the Oversight Board their *pro rata* shares of the expenses by April 15, 2017 (to cover the period through September 30, 2017) and by October 1 of 2017 and each subsequent year.
- H. Compliance with Dispute Resolution Requirements. The Oversight Board shall comply with the dispute resolution requirements stated in Section IX below.
- I. Project Applications. The Oversight Board shall develop standard form project applications which shall be completed and submitted by the applicant in connection with a request for project approval. The application forms shall, at a minimum, meet the requirements of this Agreement.
- J. Project Oversight. All approved projects shall be subject to the Oversight Board's review for the duration of the project and thereafter for audit purposes. The Oversight Board may issue annual reports on the performance of ongoing projects and may provide recommendations for any proposed performance improvements. All parties agree to fully cooperate with the Oversight Board and to provide timely and accurate responses to Oversight Board requests for information.
- K. The Oversight Board shall be disbanded when all obligations under this Agreement have been performed or otherwise met.

VI. Approval of Projects. Surtax Proceeds may only be expended on projects approved by the Oversight Board.

- A. Minimum Requirements for Projects. No project shall be approved by the Oversight Board unless and until the Oversight Board determines in writing that:
 - 1. The project, as described in the project application, is permissible under the applicable subsection of Section 212.055, Florida Statutes; and
 - 2. The applicant has submitted all required external audits pursuant to Section VII.C. below (this condition shall not be applicable until after the first external audit is required to be submitted) and, if it has, whether such audits demonstrate that the applicant, at the time of application, is in compliance with the requirements of this Agreement.
- B. Additional Requirements for Projects that Involve Bond Financing. Additionally, no project that involves bond financing (including bond issuance, refinancing, or repayment) shall be approved by the Oversight Board unless and until it receives:
 - 1. A written opinion from qualified bond counsel retained by the project applicant stating that the proposed expenditure of Surtax Proceeds (i) complies with all applicable legal requirements and (ii) is not inconsistent with any existing bond covenants to which the applicant has obligated itself. If bond counsel determines that the proposed project is only partially fundable with Surtax Proceeds pursuant to the applicable subsection of Section 212.055, the written opinion shall identify those portions of the project fundable with Surtax Proceeds and, if practicable, shall state the total dollar value of those portions; and
 - 2. A certified copy of the applicant's governmental resolution or other formal action approving the project expenditure and any related bond issuance, refinancing, or repayment.
- C. Timing and Content of Oversight Board Decision. If the Oversight Board determines that the project meets all of the above-referenced requirements (as applicable, depending on whether bond financing is involved), it shall approve the project and shall send written notice of such approval to the applicant. If an approved project is only partially fundable with Surtax Proceeds pursuant to Section 212.055, the Oversight Board's written approval shall identify those portions of the project fundable with Surtax Proceeds. The written notice of approval may contain recommendations made by the Oversight Board regarding best practices or other methods that may be employed to improve the project. If the Oversight Board determines that the project does not meet one or more of the above-referenced requirements, the Oversight Board shall reject the project and shall send written notice thereof to the applicant. Such notice shall specify the reason(s) why the project was rejected. Rejected projects may be modified by the

applicant and resubmitted for subsequent consideration by the Oversight Board. The Oversight Board shall issue its written notice of project approval or rejection within ninety (90) days after its receipt of a complete project application.

- D. Except as would otherwise be prohibited by applicable law or by the terms of any grant or other agreement, the Municipalities and the County agree that Surtax Proceeds may be used to fund approved projects in whole or in part to the full extent such funding is consistent with the applicable subsection of Section 212.055, Florida Statutes, including any approved project that has commenced prior to the initial levy of the applicable surtax, and may be used to fund joint projects between or among parties to this Agreement.

VII. Maintenance and Expenditure of Surtax Proceeds.

- A. No Surtax Proceeds may be expended except to pay valid expenses of a project approved by the Oversight Board. Prior to expenditure, each Municipality and the County agree to maintain all Surtax Proceeds received by them in a segregated trust fund, with no such proceeds (or any interest earned thereon) being comingled with any other funds (including any other transit, transportation, or infrastructure funds). Each party shall create and maintain sufficient records, including invoices and evidence of payment, to permit an external auditor to efficiently identify and document, both generally and on a project-specific basis, all Surtax Proceeds received by the party, the current balance of such proceeds in its segregated trust fund account (including interest earned thereon, if any), and each expenditure of such funds.
- B. Each party shall be solely responsible for its own expenditures of Surtax Proceeds, including with regard to any actual or alleged misuse or overspending of such proceeds, notwithstanding the issuance by the Oversight Board of any project approval or written determination.
- C. Annual Audits. Each party shall retain an external, independent certified public accountant to perform and complete an annual audit of each of the party's approved projects and of all Surtax Proceeds received, maintained, and expended by that party. Each annual audit report shall meet the requirements stated on Exhibit 2. Annual audits shall be performed for each fiscal year in which the party has received, expended, or retained any Surtax Proceeds. The audit may address only the amounts received, maintained, and expended pursuant to this Agreement, or the audit may be part of the party's annual financial audit prepared pursuant to Section 218.39, Florida Statutes, so long as the audit reflects separately the receipt, maintenance, and expenditure of that party's Surtax Proceeds (with the required detail). A certified copy of the completed external audit shall be provided to the Oversight Board by the earlier of nine (9) months after the end of the party's fiscal year or thirty (30) days after the completed audit is received by the party. If, based on its review of an audit, the Oversight Board determines that Surtax Proceeds (or any interest earned thereon) have not been maintained or expended as required

under this Agreement, and if such violation has not been resolved within ninety (90) days after the noncompliant party receives from the Oversight Board written notice of the violation, or within such additional time as the Oversight Board grants in writing if the party has commenced a cure within such ninety-day period, the Oversight Board shall issue a written report documenting, with specificity, each such violation, and shall provide a copy thereof to each party, to the Broward Office of Inspector General ("OIG"), and to FDOR.

- D. Commitment to Spend Portion of Infrastructure Surtax Proceeds on Certain Projects. On a countywide, cumulative basis, the Municipalities shall have a goal to spend between thirteen percent (13%) and twenty-five percent (25%) of the Infrastructure Surtax Proceeds they receive on transportation, transit, and mobility projects, which are hereby defined to mean projects that (i) facilitate the movement of people and goods from place to place, and (ii) directly or indirectly connect to or directly benefit the regional transportation system.

VIII. Limitation On Expenditure of Surtax Proceeds Regarding Projects that May Be Funded Only in Part with Surtax Proceeds. Notwithstanding anything stated in this Agreement to the contrary, any expenditure of Surtax Proceeds in connection with an approved project shall be limited to the amount determined in the project approval or bond counsel opinion, as applicable (or the lesser of the two amounts if both are applicable), to be properly fundable pursuant to the applicable subsection of Section 212.055, Florida Statutes, and this Agreement.

IX. Resolution of Disputes. If any party alleges a breach of this Agreement, or wishes to dispute a decision of the Oversight Board, the parties agree first to try in good faith to settle the dispute through negotiation, and if settlement is not achieved through negotiation, the parties agree to participate in nonbinding arbitration. If the dispute remains unsettled after the nonbinding arbitration, the dispute shall be resolved by filing an appropriate legal action in the 17th Judicial Circuit Court in and for Broward County, Florida. The parties hereby agree that each party to this Agreement has standing to sue to enforce compliance with any of the terms of the Agreement. Nothing in this paragraph modifies the obligation of any party to comply with the requirements of Chapter 164, Florida Statutes, to the extent applicable.

X. Term of Agreement. This Agreement shall remain in full force and effect until all Surtax Proceeds received pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each party's final external audit. In the event both Ballot Measures are not approved by majority vote on November 8, 2016, this Agreement shall be null and void *ab initio*.

XI. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (placed on a ballot in 2017 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

XII. Subsequent Invalidation of Approved Ballot Measure; Joint Litigation Defense.

- A. If both Ballot Measures are approved by a majority of the voters countywide, and one of the two measures is subsequently invalidated by a court of competent jurisdiction (through any available appeals or the lapsing of any right to appeal), the parties agree that the levy on the surviving Ballot Measure shall terminate immediately (subject to any previously-codified FDOR requirements regarding the timing of such termination). If the agreement embodied in the preceding sentence is judicially determined (including through any available appeals or the lapsing of any right to appeal) to be unenforceable, the parties agree that the County shall receive fifty percent (50%) of the proceeds of the levy of the surviving Ballot Measure and that the other fifty percent (50%) shall be distributed *pro rata* to the Municipalities that are parties to the Agreement (including a share for the unincorporated area); provided that the expenditure of those proceeds by each party shall be consistent with the surviving Ballot Measure, shall meet the requirements of this Agreement applicable to the surviving Surtax Proceeds (infrastructure or transportation), and shall meet all legal requirements, including those imposed under Section 212.055, Florida Statutes.
- B. All parties hereto agree not to institute or in any way support any challenge to either Ballot Measure. If one or both of the Ballot Measures is/are challenged, whether pre-election or after said Ballot Measures are approved by a majority of the voters countywide, the parties hereto agree to provide a joint litigation defense through all trial court and appellate court proceedings, and further agree to exert their best efforts to sustain the challenged Ballot Measure(s). The County shall pay fifty percent (50%) of the litigation costs, and shall supply County-funded counsel, and the Municipalities shall pay the remaining fifty percent (50%) of litigation costs (the County shall pay the portion allocable to the unincorporated area) and shall supply litigation counsel funded by the Municipalities.

XIII. Withdrawal. Any Municipality may withdraw from this Agreement on or before October 1 of any year, to be effective on January 1 of the following calendar year, provided that the Municipality is in compliance with all terms of this Agreement. The withdrawing Municipality shall still be required to comply with any and all ongoing reporting, auditing, and other requirements contained in this Agreement.

XIV. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support both Ballot Measures. The parties also agree to work cooperatively to enhance the regional transportation system. Nothing stated in this paragraph shall be interpreted to impede the free speech rights of any individual.

XV. Amendment. Except as to provisions that would change the amount or percentage of Surtax Proceeds distributed to any party, this Agreement may be amended by a written document formally approved by the County and Municipalities that (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. Any amendment that would change the amount

or percentage of Surtax Proceeds distributed to any party must be approved by all parties to this Agreement.

XVI. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XVII. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XVIII. Further Actions; Survival of Provision. If the final external audit submitted by a party to the Oversight Board documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration of the term of this Agreement.

XIX. Notices. Except as otherwise specified in this Agreement, any notices required under the terms and conditions of this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, or by email, as follows:

As to the County:	County Administrator Broward County 115 S. Andrews Avenue, Room 409 Fort Lauderdale, FL 33301 Email: bhenry@broward.org
With a copy to:	County Attorney Office of the County Attorney 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301 Email: jacoffey@broward.org
As to Municipality:	Manager/Administrator Name, address, and email provided on signature page
With a copy to:	Municipal Attorney Name, address, and email provided on signature page

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this paragraph.

XX. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XXI. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XXII. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

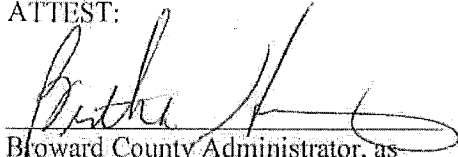
XXIII. Severability. Except as otherwise provided in Section XII, in the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

XXIV. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 22nd day of June, 2016, and the Municipality, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

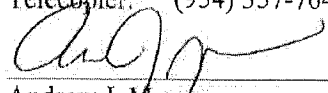
ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor
22nd day of June, 2016

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Andrew J. Meyers
Chief Deputy County Attorney
22nd day of June, 2016

TOWN OF SOUTHWEST RANCHES

Andrew D. Berns, Town Administrator
13400 Griffin Road, Southwest Ranches, FL 33330
aberns@southwestranches.org

ATTEST:

Russell Muñiz, Assistant Town
Administrator/Town Clerk

By: _____
Jeff Nelson, Mayor

Approved as to form and legal _____ day of _____, 2016
Sufficiency for the use of and reliance
by the Town of Southwest Ranches only:

By: _____
Keith Poliakoff, Town Attorney
Arnstein & Lehr, LLP
200 E. Las Olas Boulevard, Suite 1000
Ft. Lauderdale, FL 33301
kpoliakoff@arnstein.com

By: _____
Andrew D. Berns, Town Administrator
_____ day of _____, 2016

113498886.1

Exhibit 1

**FUNDING FOR COUNTYWIDE TRANSPORTATION SYSTEM
THROUGH LEVY OF A ONE-HALF PERCENT SALES SURTAX**

Shall transportation improvements to reduce traffic congestion, develop rail and enhanced bus systems, improve roads and signalization, and develop safe sidewalks and bicycle pathways, be funded by levying a 30-year, 0.5% sales surtax, paid by residents and visitors, with all proceeds held in trust, expenditures overseen by an independent oversight board, and this levy effective only if the infrastructure surtax ballot question immediately below is voter-approved and in effect?

_____ YES

_____ NO

**FUNDING FOR LOCAL GOVERNMENT INFRASTRUCTURE
PROJECTS THROUGH LEVY OF A ONE-HALF PERCENT SALES SURTAX**

Shall construction and improvement of public buildings, facilities and roads, transportation projects, pedestrian safety projects, purchase of equipment and public safety vehicles, and recreation/conservation land acquisition, be funded by levying a 30-year, 0.5% sales surtax, paid by residents and visitors, with all proceeds held in trust, expenditures overseen by an independent oversight board, and this levy effective only if the transportation surtax ballot question immediately above is voter-approved and in effect?

_____ FOR THE 0.5 CENT SALES TAX

_____ AGAINST THE 0.5 CENT SALES TAX

Exhibit 2 - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out the projects funded through the Surtaxes. The report shall be audited and contain sufficient information for the Oversight Board to determine if the project expenditures conform to the interlocal agreement (ILA) and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to the ILA.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

- 1) a description of the project;
- 2) the projected costs of the project as originally approved by the Oversight Board;
- 3) the cumulative expenditures for the project up to the beginning of the year being reported, including the expenditures on those project components that meet the definition of TTM Project;
- 4) the expenditures for the project for the current report year, including the expenditures on those project components that meet the definition of TTM Project; and
- 5) the total cumulative expenditures for the project as of the end of the current year being reported, including the expenditures on those project components that meet the definition of TTM Project.

Section Two presents the Statement of Revenue, Expenditures and Changes in Fund Balance for the separate account/fund established for Surtax funds received pursuant to the ILA, and includes:

- 1) revenue received by source;
- 2) the project expenditures;
- 3) administrative costs including, as applicable, salaries, contractual services, and capital outlay;
- 4) debt service, including principal and interest;
- 5) other expenditures; and
- 6) the beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of non-compliance with the ILA or applicable law. The following is a sample format of the required report.

Sample Format for Financial Information for the Annual Report

XYZ Municipality/County receiving Surtax Funding For Fiscal Year Ended September 30, 201x

Section 1: Project Expenditures (to include detail on TTM Project components of each approved project)

Description Project	Project Budget	Expenditures Current through Prior FY Expenditures	Cumulative Expenditures
Project 1			
	(Show detail of expenditures by budget line item)		
Project 2			
	(Show detail of expenditures by budget line item)		

Total Expenditures	\$1,000,000
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Section II: Statement of Revenue, Expenditures & Changes in Fund Balance

Revenues:

Surtax Receipts	\$ #,###,###
Other	#,###,###
Interest	<u>#,###</u>
Total Revenues	<u>\$ #,###,###</u>

Project/Activity Expenditures (total from Section I)	\$1,000,000
--	-------------

Administrative Costs*:

Salaries	###,###
Contractual Services	###,###
Capital Outlay	<u>###,###</u>
Total Administrative Costs	<u>###,###</u>

Debt Service**:

Principal	###,###
Interest	<u>###,###</u>
Total Debt Service	<u>###,###</u>

Other Expenditures	<u>###,###</u>
Total Expenditures	<u>###,###</u>

Excess of Revenues Over Expenditures	##,###
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Fund Balance October 1	###,###
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Fund Balance September 30	<u>###,###</u>
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Section III: Balance Sheet

Assets (in detail)	<u>\$ ##,###,###</u>
Liabilities and Fund Balances (in detail)	<u>\$ ##,###,###</u>



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
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandy Luongo, General Services Manager
DATE: 9/14/2016
SUBJECT: Town Hall Janitorial Services Agreement

Recommendation

This Resolution has been placed on the agenda for Town Council's review and consideration for a two (2) year agreement with the option for up to three (3) - one (1) year renewals, at the Town's discretion, with Sun City Cleaning Services, Inc. to service the janitorial needs of Town Hall.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On June 21, 2016 the Town, in compliance with the Town's procurement procedures, published an Invitation For Bid (16-002), seeking janitorial services for Town Hall.

On July 15, 2016, at an advertised public meeting, the Town reviewed four (4) proposals and ranked Sun City Cleaning Services, Inc. as the most responsive and responsible proposer.

Fiscal Impact/Analysis

The cost for janitorial services is \$8,100 per year, or \$675 per month, for core services and already has been adopted by the current year budget in fund 001-3900-519-46010.

This agreement allows for additional fees, if additional services are requested by the Town. The Town is not obligated to utilize the alternate services of the vendor if more affordable options are available.

The following is a bid tabulation for required services per responding vendor:

Vendor	Monthly Janitorial Service	Pressure Clean Building and Grounds (Alternate Pricing)	Pressure Clean Patio and Furniture Only (Alternate Pricing)	Pressure Clean Roof Only (Alternate Pricing)
Sun City	\$675	\$350	\$150	\$450
Cleaning Systems Inc.	\$900	\$500	\$150	\$300
Ceiling to Floor Cleaning Inc.	\$1,083	\$664	\$50	\$500
X Clean Corp.	\$1,290	\$150	\$60	\$250

Staff Contact:

Sandy Luongo, General Services Manager/Emergency Manager

ATTACHMENTS:

Description	Upload Date	Type
Janitorial Services Reso - TA Approved	9/1/2016	Resolution
Janitorial Agreement	8/30/2016	Resolution
IFB 16-002	9/6/2016	Resolution

RESOLUTION NO. 2016 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A TWO (2) YEAR SERVICE AGREEMENT WITH SUN CITY CLEANING SERVICES, INC. TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the agreement for the Town's current janitorial services provider expired on March 31, 2016; and

WHEREAS, in order to avoid interruption of services, on March 24, 2016, pursuant to Resolution 2016-027, the Town Council extended the term on the agreement for an additional thirty (30) day period on a month to month basis, on the terms and conditions set forth in the Agreement, until the Town was able to issue a new solicitation for such services; and

WHEREAS, on June 21, 2016, the Town, in compliance with the Town's procurement procedures, published an Invitation For Bid, 16-002 seeking Janitorial Services for Town Hall; and

WHEREAS, the Town held a mandatory pre-bid meeting on Wednesday, July 6, 2016 at 1:00 pm, and

Whereas, on July 15, 2016, at an advertised public meeting, the Town reviewed four (4) proposals and ranked Sun City, Inc. as the most responsive and responsible proposer; and

WHEREAS, the Town Council believes it is in the best interest of the Town to enter into an agreement with Sun City, Inc. as the Town's preferred janitorial service provider for a two (2) year term which may be renewed for up to three (3), one (1) year renewals at the sole discretion of the Town.

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

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

Section 2: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement with Sun City, Inc. in substantially the same form as that attached hereto as Exhibit "A" and to

make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2016, on a motion by _____ and seconded by _____.

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

113481741.1



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
SUN CITY CLEANING SERVICES, INC.
FOR
TOWN HALL JANITORIAL SERVICES

IFB No. 16-002

**AGREEMENT FOR
TOWN HALL JANITORIAL SERVICES**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of August, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Sun City Cleaning Services, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to Town Hall Janitorial Services (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 16-002 on June 21, 2016 (“IFB”); and

WHEREAS, four (4) Bids were received by the Town on July 22, 2016; and

WHEREAS, the Town has adopted Resolution No. 2016- _____ at a public meeting of the Town Council approving the recommended award and has selected Sun City, Inc. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is Exhibit “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below).

Section 2: Term of this Agreement

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Town Hall Janitorial Services.
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 A two (2) year contract term is contemplated, and may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Bid advertisement, incorporated herein by reference, the IFB, and the Town’s Procurement Code.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed a monthly fee of \$675.00 Dollars ("Contract Price"). See Exhibit "D" for additional pricing.
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

- 6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

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

6.8 Contractor's Insurance Policies shall be endorsed to provide Town with **at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.** Notice shall be sent to:

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

And

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

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

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

6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage,

has been received and approved by the Town.

- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

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

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

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

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of

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

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

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

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide

the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

[SECTION NOT USED]

Section 27: Days

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

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and

supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree to conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

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

With a copy to:

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Sun City Cleaning Services, Inc.
625 NE 11th Avenue
Pompano Beach, FL 33060

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Sun City, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of August, 2016.

WITNESSES:

CONTRACTOR: Sun City Cleaning Services, Inc.

By: _____

_____, _____ (title)

____ day of August, 2016

TOWN OF SOUTHWEST RANCHES

By: _____

Jeff Nelson, Mayor

____ day of August, 2016

By: _____
Andrew D. Berns, Town Administrator

____ day of August, 2016

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**Exhibit “B”
LOCATIONS
AND
CLEANING SCHEDULE**

Location:

Town Hall Administrative Offices and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies will be provided by the vendor
- Vendor will provide all necessary cleaning equipment.

Twice Weekly (each servicing day, preferably Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm – through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays
- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

EXHIBIT "C"
GENERAL HOUSEKEEPING PROVISIONS

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building. Equipment is not to be stored on site at Town Hall.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely.
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors
5. Stripping:
 - a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
 - b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
 - c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

6. Scrubbing/Refinishing:

- a. Scrub floor with grade pads before refinishing
- b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

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EXHIBIT “D”

ADDITIONAL PRICING (Additional Services as requested by the Town)

Service Requests	Frequency	Price
Additional Services		
Pressure clean all concrete areas surrounding the Town Hall building and shed including sidewalks, curbs, remove water stains on building and shed. See below.	Upon Request, Price should be for each request.	\$ 350.00
Clean patio furniture and equipment	Upon Request, Price should be for each request.	\$ 150.00
Pressure clean roof	Upon Request, Price should be for each request.	\$ 450.00

A.Stripping:

- a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
- b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
- c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

B.Scrubbing/Refinishing:

- Scrub floor with grade pads before refinishing
- Scrub with a floor cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

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TOWN OF SOUTHWEST RANCHES



INVITATION FOR BIDS

TOWN HALL JANITORIAL SERVICES

IFB No. 16-002

Date: June 21, 2016

TOWN OFFICIALS

Jeff Nelson, Mayor

Doug McKay, Vice Mayor

Steve Breitzkreuz, Council Member

Freddy Fisikelli, Council Member

Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin Sherwood, Town Financial Administrator

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

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ATTACHMENTS

EXHIBIT “A” – AGREEMENT
EXHIBIT “B” – LOCATIONS AND CLEANING SCHEDULE
EXHIBIT “C” – GENERAL HOUSEKEEPING PROVISIONS

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

CONTRACT DATA

Contract Title: Town Hall Janitorial Services

Contract Number: IFB No.: 16-002

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager: Sandra Luongo, General Services Manager
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Date: June 21, 2016

PUBLIC NOTICE OF INVITATION FOR BIDS (IFB)

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed Bids at the Office of Dawn Mehler, Procurement Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 1:00 PM, Friday, July 22, 2016 at which time they will be publically opened and read for:

“IFB No.: 16-002, Town Hall Janitorial Services”

The Town of Southwest Ranches is interested in obtaining bids from qualified, licensed, insured, and contractors, to provide Town Hall Janitorial Services as described herein. The services consist of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, including all paper goods, trash receptacle liners and supervision necessary to perform and maintain the facilities in a neat, clean and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and OSHA standards.

A mandatory Pre-Bid Meeting is scheduled for 1:00 PM, Friday, July 22, 2016 at the Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

The awarded contractor will be required to execute a contract with the Town of Southwest Ranches in substantially the form attached here as Exhibit “A”.

It is anticipated that bids will be opened at 1:00 p.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Friday, July 22, 2016. Any bid(s) delivered or received after 1:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

In accordance with Florida Statutes, Section 119.071(1)(b)(2), bids are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this IFB should be sent via **facsimile** or **emailed** to:

Dawn Mehler, Procurement Officer

Phone: 954-434-0008

Fax Number: 954-434-1490

Email: dmehler@southwestranches.org

INSTRUCTIONS TO BIDDERS

The Town desires to enter into a contract for the purpose of providing janitorial services from qualified, licensed, insured Contractors as described herein. The work consists of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, including all paper goods trash receptacle liners and supervision necessary to perform and maintain the facilities in neat, clean and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and OSHA standards.

The Town intends to award a contract to the lowest, responsive and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town's Procurement Code.

Bid packages can be obtained through DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwestranches.org/procurement/> or by contacting Dawn Mehler by email at dmehler@southwestranches.org or calling 954-343-7477.

1. COPIES OF SUBMISSION

One **unbound original**, four (4) bound copies, and two (2) compact disks of the entire Bid, including Bid Forms and required submittal/forms shall be submitted to the Town of Southwest Ranches at the office of Ms. Dawn Mehler, Procurement Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Sealed bids clearly marked **"IFB No.: 16-002, Town Hall Janitorial Services"** must be received by the **Procurement Officer either by mail or hand delivery, no later than 1:00 p.m. local time, Friday, July 22, 2016.** A public opening will take place at 1:00 p.m. in the Town's main conference room located at Town Hall on the same date.

The identity of the Bidders and respective total bid price shall be read aloud. However, neither the bids nor information set forth therein shall be made public until the time of a notice of an "Intended Award" or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119. *Where applicable*, however, the Town shall also announce the price submitted in the bids pursuant to Florida Statutes, Section 255.0518.

Facsimile or email submittals will not be accepted. Bids delivered or received after 1:00 p.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

2. ADDENDA OR ADDITIONAL INFORMATION

Any questions or requests for clarification concerning this IFB shall be submitted in writing by facsimile or E-mail and directed to Dawn Mehler, Procurement Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: dmehler@southwestranches.org. The IFB number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than noon, seven (7) calendar days prior to the scheduled bid opening date.** All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwestranches.org/procurement/> or through DemandStar. No questions will be received

verbally, and/or, after the deadline. Bidders are hereby notified that a “Cone of Silence” is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

3. NON-COMPLIANCE

An awarded Bidder’s failure to timely deliver an executed Contract, and Insurance Certificates in forms acceptable to the Town shall result in the cancellation of any Contract and the Bidder’s forfeiture of any and all bid securities.

4. BIDDER WARRANTY

Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of at least three months from the date of the Contract award. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Invitations for Bid will be cause for rejection, as determined in the sole discretion of the Town. After the initial three months from Contract award, prices may be adjusted on an annual basis subject to mutual agreement by both the Contractor and the Town.

5. GUARANTEES

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for Bid purposes only and will be used for tabulation and presentation of the Bid. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

6. BID WITHDRAWAL

Any Bidder may withdraw its bid prior to opening of bids by providing a written notice to the Town. After bids are opened, they shall be irrevocable for a period of ninety (90) days. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

7. CONE OF SILENCE

A Cone of Silence is hereby imposed and made applicable to this IFB, and in accordance with the Town’s Procurement Code. The Cone of Silence shall become effective from the time this IFB is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the IFB process. During the effective time period of the Cone of Silence, any person or entity which submits a bid/response, or that will be subject to evaluation under the terms of this IFB, shall not have any communication with the members of the Town Council relative to this IFB, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A “Cone of Silence” means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town’s Procurement Code.

8. NOTICE TO PROCEED

After execution of the Contract, the Town anticipates issuance of a Notice to Proceed or other written work authorization to the Contractor, or as otherwise set forth in the Contract.

9. EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE WITH GRANT TERMS

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. PUBLIC ENTITY CRIMES

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

11. CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Bidders must disclose with their Bids, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

12. TAXES

To the fullest extent provided by Florida law, Bidders should not include taxes in bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

13. SUBMISSION OF BIDS

It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the public notice of Invitation for Bid. The Town is not responsible for the Bidder's costs associated with preparation of the bid or proposal.

14. BID FORMS

Bidders must use the Bid form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid. Also, Bids having an erasure or corrections must be initialed by the Bidder in ink. Bids shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Bid submission in pencil will not be accepted.

15. MISTAKE

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract, if awarded, at the Bid price.

16. DELIVERY

All delivery costs and charges for materials shall be included in the Bid price. Delivery shall be freight on board (F.O.B.) to the project site in the Town of Southwest Ranches, Florida.

17. LIABILITY, INSURANCE, LICENSING & PERMITS

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder (or his agents) or any person or subcontractor the Bidder utilizes in the completion of his contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

A. WORKER'S COMPENSATION

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Contractor shall carry business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. COMMERCIAL GENERAL LIABILITY:

Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. ENVIRONMENTAL POLLUTION INSURANCE:

[SECTION NOT APPLICABLE]

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past 5 years against their company and/or liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If there are no outstanding claims existing or no claims within the past 5 years, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

18. AWARD OF CONTRACT

The Town reserves the right to accept or reject any and/or all Bids or parts of Bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications. Final determination and award of Contract shall be made by the Town Council.

After opening of Bids, the Town will look for any unbalanced Bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

The Town may award all services to one vendor or may choose to award various portions of the services to multiple vendors.

Pursuant to applicable law and the Town's Procurement Code, the Town reserves the right to reject any and all responses:

- (a) When such rejection is in the best interest of the Town;
- (b) If such response is non-responsive or non-responsible; or
- (c) If the response contains any material irregularities. The Town reserves the right to waive any minor irregularities.

The Town anticipates issuing a contract to the respondent who can best serve the needs of the Town, and submits the proposal determined to be in the best interest of the Town and in accordance with this RFP and the Code. The Town encourages the offer of early payment discounts as an enhancement to the

Contractor's cash flow and a cost savings to the taxpayer. The Town will consider and actively attempt to earn all discounts offered by the bidder. The Town anticipates award of one contract, but reserves the right to award more than one contract, or not make any award, if to do so is in the interest of the Town.

19. BID CONSIDERATIONS

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

20. ASSIGNMENT

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor and Contractor shall not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

21. DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

22. CANCELLATION

Failure on the part of the awarded Bidder to comply with the terms of this IFB and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the Contract to the next lowest, responsive and responsible Bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town.

23. RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

24. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

25. WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

26. INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible regardless of the partial fault of any party indemnified hereunder.

27. SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this IFB or any Contract awarded.

28. DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby. Unless otherwise required by law the Town shall not be required to procure such articles or services through competitive solicitation, nor shall the Town be required to utilize the lowest priced vendor.

29. GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

30. REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor

in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

31. WRITTEN CONTRACT

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

32. PUBLIC RECORDS LAW

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

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

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

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

retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

[Remainder of page intentionally left blank]

GENERAL CONDITIONS

A. DEFINITIONS

Contract: The written agreement between Town and Bidder who's Bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Bid: The offer or proposal of a Bidder submitted on the prescribed form(s) and including all information and submission required by the IFB.

Change Order: A document which is signed by Contractor and Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

Contract Documents: The Contract, Addenda (which pertain to the Contract Documents), Contractors' Bid (including documentation accompanying the Bid).

Contract Price: The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

Contractor: The person, firm or corporation with whom Town has entered into the Contract with for performance of the Work.

Day: Shall mean calendar day, unless otherwise specified.

Defective: An adjective which when modifying the word "Work" or "Services" refers to Work or Services that are unsatisfactory, faulty, or deficient, or do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or have been damaged prior to Town's final payment.

Effective Date of the Contract: The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver, subject to formal acceptance by the Town Council.

Town: The Town of Southwest Ranches, Florida.

Work: Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the services, all as required by the Contract Documents. The term "Work" may be used interchangeably with the term "Services" throughout this ITB and shall have the same meaning.

B. PRELIMINARY MATTERS

Section not used.

C. CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Services. Any Services, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, or to any permits and conditions thereof, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated. Clarifications and interpretations of the Contract Documents may be issued by the Town.

If during the performance of the Services, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Town in writing at once, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Services affected thereby. Failure to obtain such written interpretation or clarification before proceeding with the Services affected thereby shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation or time, or both, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Services.

D. Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Services”, and pursuant to the Contract.

E. INSURANCE

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB.

F. CONTRACTOR’S RESPONSIBILITIES

Contractor shall supervise and direct the Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Services strictly complies with the Contract Documents.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services and shall comply with all OSHA safety requirements while performing the Services. As a minimum, all personnel performing the Services subject to this IFB and any Contract awarded will be required to wear safety equipment and clothing appropriate for the Service.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any Services pursuant to this IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Services under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

G. CHANGES IN THE WORK

Without invalidating the Contract, the Town may, at any time or from time to time, order additions, deletions or revisions in the Services; these will be authorized by a written Change Order or written Service Change Directive. Upon receipt of a Change Order or written Service Change Directive, Contractor shall promptly proceed with the Service involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

H. CHANGE IN THE CONTRACT PRICE

The Bid price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for the complete and timely performance of the Services. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

I. OWNER MAY STOP THE WORK

If the Service is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Service, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the Service shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other

party.

J. PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary or reasonably inferable to perform the services requested in this IFB. The Service includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Services to the Town at the quoted prices stipulated in the Bid and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Services in strict accordance with the Contract Documents at said prices stipulated in Bid Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Service, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Service exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract, and with the same formality and of equal dignity associated with the original execution of the Contract.

The Town will accept invoices no more frequently than once a month. Invoices shall be processed and normally paid within thirty (30) calendar days of receipt of invoice, except in the case where items being billed are called in question. The Town shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation. Invoices shall be paid in accordance with Florida Prompt Payment Act.

K. SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice to the Town including reasonable overhead and profit thereon except as otherwise limited by this IFB or the Contract; provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

The Town may terminate all Work if Contractor violates in any substantial way any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deem expedient under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work (including correction of defective Work) exceed such unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to

obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for defective Work or otherwise and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract for the convenience of Town. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

L. EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense.

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

M. HOURS OF OPERATION

The Contractor shall perform-janitorial services twice weekly; Wednesday between the hours of 6:00 PM and 7:00 AM Thursday and Friday between the hours of 6:00 PM and 10:00 PM Sunday.

Government offices will be closed on Town Council approved holidays.

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TENTATIVE SCHEDULE OF EVENTS

The **tentative schedule** of events relative to this procurement shall be as follows. Town reserves the right to modify the tentative dates.

	Event	Date
1 .	Issuance of Invitation for Bids	Tuesday, June 21, 2016
2 .	Pre-Bid Meeting	1:00 p.m. Wednesday, July 6, 2016
3 .	Deadline for Request for Clarification	1:00 p.m. Friday, July 15, 2016
4 .	Bids Due / Opening of Bids	1:00 p.m. Friday on July 22, 2016
5 .	Completion of Bid Evaluations	To be determined
6 .	Award of Contract	To be determined

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

ADDITIONAL PRICING (Additional Services as requested by the Town)

Service Request	Frequency	Price per Service
Pressure clean all concrete areas surrounding the building and shed including sidewalks, curbs, remove water stains on building and shed.	Upon Request	\$ _____
Clean patio furniture and equipment	Upon Request	\$ _____
Pressure clean roof	Upon Request	\$ _____

1. Stripping:

- a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
- b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
- c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

2. Scrubbing/Refinishing:

- Scrub floor with grade pads before refinishing
- Scrub with a floor cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

BID AND PROPOSAL FORM

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: Office: _____ Cell: _____

BIDDER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____

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

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE: _____

BIDDER: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

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

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

State of _____)
) ss:
County of _____)

_____ being first duly sworn deposes and says that:

- (1) Contractor acknowledges that all employees that will be on the Town of Southwest Ranches premises have been bonded for theft and property damage.
- (2) Contractor acknowledges that all employees that will be on the Town of Southwest Ranches premises will pass a semi-annual criminal background check and will pass a semi-annual drug test.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

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

BIDDER: _____

_____ being first duly sworn deposes and says that:

- [Signatures on next page]**

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

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

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner
of (Company name) _____, is hereby authorized to execute the Bid dated
_____20____, to the Town of Southwest Ranches and his execution thereof, attested by the
undersigned, shall be the official act and deed of _____.
(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this__ day of_____, 20____.

Secretary:

(SEAL)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

CERTIFICATE OF AUTHORITY (If Joint Venture)

BIDDER: _____

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

BIDDER: _____

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations. Contractor agrees to furnish Material Safety Data Sheets (form OSHA-20) as applicable for hazardous or potentially hazardous products.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

BIDDER: _____

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

All employees of the successful bidder are required to be citizens of the United States or legally entitled to work here.

Each employee of the firm shall have a criminal background check and have been drug tested.

Contractor shall complete the Employee Background Verification Affidavit herein.

Employees must be bonded for theft of client property.

Employees assigned to this contract are to present a professional appearance, shall be neat, clean, well groomed, and courteous, properly dressed and conduct themselves in a respectable manner while performing duties and while on Town property.

Contractor's employees assigned to this contract shall wear a name tag specifying the name of the employee and the Contractor's company name.

Bidder: _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ of _____ (Bidder), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

BIDDER EXPERIENCE QUESTIONNAIRE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

SUBCONTRACTORS LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK

NAME AND ADDRESS OF SUBCONTRACTOR

BIDDER:_____

ACKNOWLEDGEMENT OF ADDENDA

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

BIDDER: _____

LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past five (5) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

BIDDER: _____

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

Dawn Mehler, Procurement Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: dmeehler@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

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EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND

FOR
TOWN HALL JANITORIAL SERVICES

IFB No. 16-002

**AGREEMENT FOR
TOWN HALL JANITORIAL SERVICES**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this ____ day of _____ 201_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to Town Hall Janitorial Services (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. _____ on _____, 201_ (“IFB”); and

WHEREAS, __ Bids were received by the Town on _____, 201_; and

WHEREAS, the Town has adopted Resolution No. 201_- ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is Exhibit “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below).

Section 2: Term of this Agreement

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Town Hall Janitorial Services.
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed a monthly fee of \$ _____ Dollars (“Contract Price”).

- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with **at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.** Notice shall be sent to:

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

And

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense

sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

[SECTION NOT USED]

Section 27: Days

The terms “days” as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor’s fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator’s decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator’s decision shall be final and conclusive. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree to conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby “opt out” of the procedures set forth at Chapter 558.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

Section 32: Notice

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents

pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

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

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

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

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

E. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2016.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____(title)
____ day of _____ 201__

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

____ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 201_

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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**Exhibit “B”
LOCATIONS
AND
CLEANING SCHEDULE**

Location:

Town Hall Administrative Offices and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies will be provided by the vendor
- Vendor will provide all necessary cleaning equipment.

Twice Weekly (each servicing day, preferably Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm – through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces
- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays
- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

EXHIBIT "C"
GENERAL HOUSEKEEPING PROVISIONS

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building. Equipment is not to be stored on site at Town Hall.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely.
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors
5. Stripping:
 - a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
 - b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
 - c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

6. Scrubbing/Refinishing:

- a. Scrub floor with grade pads before refinishing
- b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

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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
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 9/14/2016
SUBJECT: Water Quality Standards

Recommendation

Consideration of a Town Council motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

On July 25, 2016, the Environmental Regulation Commission voted to approve a proposal from the Florida Department of Environmental Protection that would weaken the restrictions on the allowable levels of more than two dozen toxic chemicals that may be released in Florida's lakes, streams, and coastal waters. The new restrictions include increasing the allowable levels of Benzene, Dioxin, and other chemicals which have been linked to serious health issues such as leukemia, cancer, damage to the skin and liver, as well as nervous, immune and reproductive system damage.

The standards approved by the Environmental Regulation Commission on July 25, 2016, will now go to the United States Environmental Protection Agency for final review and approval. The Town Council finds that opposing the Florida Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida waters is in the best interest of the health, safety and welfare of the citizens and residents of the Town.

Fiscal Impact/Analysis

Passage of this resolution will have no fiscal impact on the Town.

Staff Contact:

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Water Quality Standards Reso - TA Approved	9/8/2016	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AFFIRMING THE TOWN'S OPPOSITION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA'S WATERS; EXPRESSING SUPPORT FOR PLACING NEW LIMITATIONS ON UNREGULATED TOXIC CHEMICALS, BUT OPPOSING ANY MEASURE THAT WOULD RELAX, IN ANY WAY, A RESTRICTION THAT PREVENTS A CURRENTLY REGULATED TOXIC CHEMICAL FROM BEING RELEASED INTO FLORIDA'S WATERWAYS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NOT TO APPROVE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S RELAXED RESTRICTIONS; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE BROWARD LEAGUE OF CITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection is Florida's lead agency for environmental management and has obligations that include protecting Florida's air, water, and land pursuant to Chapter 403, Florida Statutes; and

WHEREAS, on July 25, 2016, the Environmental Regulation Commission voted to approve a proposal from the Florida Department of Environmental Protection that would weaken the restrictions on the allowable levels of more than two dozen toxic

chemicals that may be released in Florida's lakes, streams, and coastal waters through revisions to Chapters 62-302 and 62-303 of the Florida Administrative Code; and

WHEREAS, the approval of these restrictions would enable oil and gas drilling companies (including fracking operations), dry cleaning companies, pulp and paper producers, nuclear plants, wastewater treatment plants and other waste producers, to increase the amounts of cancer-causing toxins that they release in Florida's waterways; and

WHEREAS, the new restrictions include increasing the allowable levels of Benzene in Florida's drinking water, which is a cancer-causing petroleum byproduct used in hydraulic fracking and that has been known to cause leukemia, and increasing the allowable levels of Dioxin, in Florida's water supply that has been linked to cancer, damage to the skin and liver, as well as nervous, immune and reproductive system damage; and

WHEREAS, according to the Naples Daily News, Dr. Ron Staff, a Tallahassee allergist and immunologist, voiced his opposition to the new standards stating that "the Department of Environmental Protection should be pushing for even more stringent criteria than what we have now rather than trying to weaken them. Your job is to protect Floridians, not to poison us;" and

WHEREAS, according to the Miami Herald, environmentalists argue that the Florida Department of Environmental Protection's cancer risk measurement would allow for toxin levels that would increase the number of cancer victims to 1 in 100,000 people

or in cases of people who eat fish daily, 1 in 10,000, whereas United States Environmental Protection Agency standards allow for toxin levels that could cause cancer in 1 in a million people; and

WHEREAS, the standards approved by the Environmental Regulation Commission on July 25, 2016, will now go to the United States Environmental Protection Agency for final review and approval; and

WHEREAS, the Town Council finds that opposing the Florida Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida waters is in the best interest of the health, safety and welfare of the citizens and residents of the Town.

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

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

Section 2. The Town Council of the Town of Southwest Ranches, hereby opposes the Department of Environmental Protection Agency's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters. The Town Council supports the placement of additional limitations on toxic chemicals, but opposes any measure that would relax, in any way, a restriction that prevents a currently regulated toxic chemical from being released into Florida's waterways.

Section 3. The Town Council of the Town of Southwest Ranches, hereby urges the United States Environmental Protection Agency not to approve the Florida Department of Environmental Protection's new restrictions.

Section 4. The appropriate Town officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 5. The Town Clerk is hereby directed to transmit a copy of this resolution to the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Broward County Commissioners, and the Broward League of Cities.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

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

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

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

113471667.1

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 11, 2016

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Richard DeWitt, Deputy Town Attorney

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 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Davie Police Update – Captain Dale Engle

Davie Police Captain Engle provided a PowerPoint presentation depicting the trends of crimes committed within the Town for the current year.

4. Public Comment

The following members of the public addressed the Town Council: Lea Krauss, David Kuczenski, and Dee Schroeder.

5. Board Reports

No board reports were presented.

6. Council Member Comments

Council Member Jablonski spoke about the impending opening of the Franklin Academy charter school and he felt that traffic would be a major problem in the area. He noted that the section of guardrail on Griffin Road near 195th Avenue had finally been completed and was pleased with its appearance.

Council Member Breitkreuz advised that a workshop would be held at 7:00 PM on September 13th regarding Sober Homes (Recovery Residences) to provide information to the residents.

7. Legal Comments

Deputy Town Attorney Dewitt had no comments.

8. Administration Comments

Town Administrator Berns reminded the Town Council of the Budget Workshop that was scheduled for 7:00 PM on August 23rd.

Resolutions

9. A RESOLUTION A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND TEN CENTS (\$151,453.10) WITH WEEKLEY ASPHALT PAVING, INC. TO COMPLETE THE SW 190TH EXTENSION PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A PURCHASE ORDER WITH ERDMAN ANTHONY FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE SW 190TH AVENUE EXTENSION ROADWAY IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY REGARDING THE RESOURCE RECOVERY BOARD TO ALLOW FOR THE DELAY IN THE SALE OF THE PARCEL OF LAND KNOWN AS ALPHA 250; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. Approval of Minutes
a. July 14, 2016 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES.

13. Adjournment – Meeting was adjourned at 7:46 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of September, 2016.*

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.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 28, 2016

13400 Griffin Road

Present:

Mayor Jeff Nelson

Council Member Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

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 7:17 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO EXCUSE THE ABSENCE OF VICE MAYOR MCKAY.

Quasi-Judicial Hearing

3. Variance

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ROLLING OAKS ESTATES SITE PLAN, APPLICATION NO. SP-60-15, FOR EIGHTEEN SINGLE-FAMILY DETACHED DWELLING UNITS ON APPROXIMATELY 37.95 ACRES, LEGALLY DESCRIBED AS THE CLINGAN'S COVE PLAT, AS RECORDED IN PLAT BOOK 168, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; GENERALLY LOCATED ON THE WEST SIDE OF SW 178TH AVENUE AT SW 58TH STREET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski and Mayor Nelson voting Yes.

MOTION: TO APPROVE SUBJECT TO THE CONDITIONS AGREED TO BY THE APPLICANT.

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski and Mayor Nelson voting Yes.

MOTION: TO MOVE ITEM 13 DIRECTLY AFTER ITEM 8.

4. Public Comment

The following members of the public addressed the Town Council: Dee Schroeder and Mike Hanley.

5. Board Reports

No board reports were presented.

6. Council Member Comments

In response to comments made by a member of the public, Council Member Breitkreuz stated that he would follow up on the resident's concerns regarding the filling of a drainage ditch. He spoke of the impact of the new charter school and assured everyone that the Town was monitoring the traffic impact the school will have on the area.

7. Legal Comments

Town Attorney Poliakoff advised that he and the Town's Administrative Staff were diligently working with the Town of Davie to secure an extension on the fire services agreement.

8. Administration Comments

Town Administrator Berns spoke of the last Town Council meeting wherein the Town's surcharge for credit card transactions was discussed as part of the discussion on the Rolling Oaks Park policy. He advised that the 2.75% charge was the Town's actual cost, and consistent with the Town's cost recovery basis philosophy. He advised that legal research had substantiated the Town's imposition of the surcharge and asked the Town Council if there were any objections in imposing the surcharge for future transactions. No objections were raised by the Town Council.

He also sought direction regarding the sale of Engine 82. The Engine, currently listed for \$40,000, has been for sale for over a year with no serious offers. Recently an offer in the amount of \$32,500 has been received and he sought Council direction on whether to accept or not. Council provided direction to accept the offer of \$32,500.

Resolution

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDED A NEIGHBORHOOD SAFETY GRANT IN THE AMOUNT OF SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) TO THE ROLLING OAKS CIVIC ASSOCIATION (ROCA); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

Ordinance – 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ESTABLISHING A NEW LAND USE DESIGNATION ENTITLED, "US HIGHWAY 27 BUSINESS" WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{REQUIRES A SUPERMAJORITY VOTE}**

The following motion was made by Council Member Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO TABLE THE ORDINANCE TO AUGUST 25, 2016 AT 7:00 PM.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2017; AND DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PRELIMINARY FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A DISABLED VETERANS EXEMPTION; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING A PURCHASE ORDER IN THE AMOUNT \$16,800.00 TO WEEKLEY ASPHALT PAVING INC. TO COMPLETE THE SW 54TH PLACE AND SW 207TH TERRACE DRAINAGE IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ELEVEN THOUSAND THREE HUNDRED AND TWO DOLLARS (\$11,302) WITH SOUND PLANNING DISTRIBUTORS, INC. TO COMPLETE THE COUNCIL CHAMBERS TECHNOLOGY IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member Jablonski and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE PREVENTION SERVICES, TO AMEND THE CONTRACT TO ALLOW FOR ADDITIONAL TIME FOR THE PARTIES TO DISCUSS AN ADDITIONAL CONTRACT TERM; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

17. Adjournment – Meeting was adjourned at 8:36 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of September, 2016.*

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.

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WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL

Southwest Ranches, Florida

Tuesday 7:00 PM

August 23, 2016

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Workshop 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 7:12 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Discussion – 2017 Fiscal Year Budget

Town Administrator Berns welcomed the Town Council and the residents to the meeting and outlined the sequence of the meeting. He noted that this meeting was bittersweet as it would be the Mayor's last budget workshop. He read a statement in compliance with the Town's Truth In Millage (TRIM) requirement. He further advised a public hearing would be held on the budget on September 14th. He thanked the Town Council and staff for their efforts in putting the budget together. He then introduced Town Financial Administrator Sherwood who wished to make a PowerPoint presentation on the upcoming 2017 Fiscal Year.

Town Financial Administrator Sherwood summarized the Town's financial position as outlined in the presentation (see attached).

Town Administrator Berns presented a sheet which summarized items that the Town Council wished to discuss further. On page 21 (TSDOR Capital Improvement Project), Council wished to clarify that the target for the replenishment of reserves in the TSDOR Emergency Fund was \$200,000. On page 23 (Drainage Improvement Projects), Town Engineer Rod Ley was asked to outline the drainage projects that were proposed. On page 24 (Pavement Striping and Markers), Town Engineer Rod Ley was asked to outline the pavement striping projects that were proposed. On page 39 (Rights of Way: Increased Level of Service), Parks, Recreation, and Open Space Coordinator December Lauretano-Haines explained the request. The Town Council gave direction to remove the line item for fertilization and mulch (\$52,339). On page 40 (Griffin Road – West: Irrigation System Overhaul), Parks, Recreation, and Open Space Coordinator Lauretano-Haines addressed several questions posed by the Town Council regarding the irrigation system and the needed repairs. The Town Council gave direction to maintain the current funding for this line item (\$43,000) and if additional repairs were needed Council authorization would need to be provided. On page 42 (Community Forestry Maintenance: Level of Service Increase) Parks, Recreation, and Open Space Coordinator Lauretano-Haines explained the funding request. On page 43 (Town Hall Exterior Painting), Town Administrator Berns outlined the need. Council gave

direction to increase the funding to \$18,500. On page 47 (Geographic Information System (GIS) Software), Assistant Town Administrator/Town Clerk Muñiz addressed questions posed by the Town Council regarding what the software can do and what it would be used for. Town Council direction was to fund this project. As a result of the reductions made, the Town Council gave direction to reduce the millage rate from the initially proposed rate of 4.5454.

Mayor Nelson and the Town Council thanked everyone for their attendance and participation.

4. Adjournment – Meeting was adjourned at 9:25 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of September, 2016.*

Jeff Nelson, Mayor

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TOWN OF SOUTHWEST RANCHES ADVISORY BOARD APPLICATION

Please provide as much information as you wish on this form and return it to the office of the Town Clerk at 13400 Griffin Road, Southwest Ranches, FL 33330 or via facsimile to (954) 434-1490. For more information, please call the Town Clerk's office at (954) 434-0008. Applications for Advisory Board vacancies are accepted throughout the year.

Applicant Name: Leah McConnell

Current Occupation: VP of operations

Street Address: 4911 SW 173rd Way SW Ranches

Home Phone: Business Phone: 954 384 4444 Cell Phone: 954 815-3158

Email Address: Leah@jem4.com

Length of Residence in Southwest Ranches: Years 2 Months

Length of time as Business Person in Southwest Ranches: Years 2 Months

Days Available to Attend Meetings: Monday Tuesday ✓ Wednesday ✓ Thursday ✓ Friday

Hours Available to Attend Meetings: Mornings MIDDAYS Afternoons Nights ✓

Please choose your first, second and third choices among the following Advisory Boards. If you are interested in only one, this should be indicated. (Descriptions are attached to this application.)

Standing Boards:

Recreation, Forestry & National Resources Advisory Board

Comprehensive Plan Advisory Board

Drainage & Infrastructure Advisory Board

Rural Public Arts & Design Advisory Board

Schools & Education Advisory Board ✓

Fire Advisory Board

Please tell us about yourself: (such as your education; special training or qualifications; civic experience; special interests, hobbies, or talents):

Resume Attached

Please tell us briefly why you wish to serve on the Advisory Board (s) you have selected:

Applicant Signature: Leah McConnell

Date 8/25/14

Revised: 02/13/13

LEAH MCDONNELL

4911 SW 173rd Way Δ SW Ranches, FL 33331
Leahrmcdonnell@aol.com Δ 954.815.3758

EDUCATION

Doctorate of Education, in progress
Nova Southeastern University, Davie, FL

M.S. Human Resource Management, June 2016
Nova Southeastern University, Davie, FL

B.A., Human Relations, December 2014
Minor: Anthropology

High Point University, High Point, NC
In-major GPA: 3.4

Diploma, May 2011
North Broward Preparatory School, Coconut Creek, FL

WORK EXPERIENCE

Jem4 – Weston, FL

December 2014 – present

Director of Human Resources/VP of Operation

- Aid in hiring new employees (sorting through resumes, conducting interviews, etc.)
- Communicates with restaurant vendors of product changes as well as with employees on new policies
- Assists in opening multiple restaurant locations
- Communicates with managers and CEO to hire, fire, and evaluate employees.

HIGH POINT UNIVERISTY OFFICE OF STUDENT LIFE – High Point, NC August 2013 –December 2014

Assistant Resident Director

- Supervise the day-to-day operations of Resident Assistants
- Assist in training new Resident Assistants
- Perform various tasks given from Resident Director
- Communicate vital information with Office of Student Life and Security
- Promote safe living and studying environment
- Plan and execute developmentally-appropriate programming for residents

HIGH POINT UNIVERISTY OFFICE OF STUDENT LIFE – High Point, NC August 2012 – May 2013

Resident Assistant

- Helped residents in the transition from high school to college

May 2010 – May 2013

Jem4 – Weston, FL

Summer Intern

- Aided in hiring new employees (sorting through resumes, conducting interviews, etc.)
- Communicated with restaurant vendors of product changes as well as with employees on new policies
- Assisted in opening multiple successful restaurants

May 2011 – present

Weston Dining Group – Weston, FL

Treasury Analyst

- Analyzed daily sales reports for multiple restaurants; developed new cash deposit system and forms