



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 29, 2016

Southwest Ranches Council Chambers
7:00 PM Thursday

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 Breitreuz	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. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); EXTENDING THE AGREEMENT FOR AN ADDITIONAL FIVE YEAR TERM; INCREASING THE COMPENSATION EFFECTIVE OCTOBER 1, 2017; PROVIDING FOR THE LEASE OF OFFICE SPACE COMMENCING OCTOBER 1, 2017; APPROVING A POST-DISASTER RELIEF AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A POST DISASTER RELIEF AGREEMENT WITH C.A.P. GOVERNMENT SERVICES, INC. TO PROVIDE FOR ADDITIONAL DISASTER RESPONSE AND RECOVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING USAGE POLICIES FOR THE COUNTRY ESTATES FISHING HOLE PARK AND THE SUNSHINE RANCHES EQUESTRIAN PARK; STANDARDIZING INSURANCE REQUIREMENTS FOR RENTABLE PARK FACILITIES IN ACCORDANCE WITH THE TOWN'S INSURANCE REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

Discussion

11. SW 190th Avenue Paving Timeline

12. Approval of Minutes

a. August 25, 2016 Regular Meeting

13. 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 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: 9/29/2016
SUBJECT: CSI Seventh Modification & Post Disaster Relief Agreement

Recommendation

It is in the best interest of the Town to approve the Seventh Modification of the Agreement with Code Services Inc. to extend the term from September 30, 2017 to September 30, 2022, increase compensation and to provide for the lease of office space. It is also in the best interest of the Town to approve the Post Disaster Relief Agreement with Code Services Inc. for the provision of Disaster Response and Recovery services to facilitate the Town to receive FEMA reimbursement for CSI Services rendered at the time of a declared disaster.

Strategic Priorities

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

Background

On March 29, 2006, pursuant to Resolution No. 2006-051, the Town Council approved an agreement with CSI Code Services, Inc. to provide code enforcement services to the Town of Southwest Ranches.

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

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

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

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

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

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

On September 15, 2014, pursuant to Resolution No 2014-059 the Town approved the Sixth Amendment to its Agreement with CSI to include additional zoning services and extend the term of the Agreement until September 30, 2017.

Fiscal Impact/Analysis

Compensation – effective FY 2018

In consideration of CS's agreement to hire a part time administrative coordinator for at least 128 hours per month, commencing on October 1, 2017, such annual compensation shall be increased from an annual fee of \$125,000 to an annual fee of \$144,700, which shall be paid in monthly installments of \$12,058.33 (currently \$10,416.65).

In the event that the part time administrative coordinator is not assigned to the Town, the Town's monthly payment, or prorated portion thereof, shall be reduced to \$10,416.65., until such time as a new part time administrative coordinator has been assigned to the Town. In the event that a secondary certified code enforcement officer is not assigned to the Town, the Town's monthly payment, or prorated portion thereof, shall be reduced to \$7,791.61, until such time as a secondary certified code officer has been assigned to the Town.

Office Lease – effective FY 2018

Commencing on October 1, 2017, CSI shall lease two (2) offices at the sole discretion of the Town Administrator for a monthly fee of \$500.00 per month or \$6,000 annually.

Emergency Services – effective upon adoption

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.

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 emergency management.

Should the foregoing fees be in conflict with the current FEMA reimbursable schedule, the Town and CSI shall be governed by FEMA's reimbursable schedule and/or review.

It is understood that cost recovery can be from 0 – 100 percent based upon FEMA's reimbursement schedule at the time of a declared event.

In the event CSI's rates exceed FEMA rates, FEMA rates shall apply.

The following is the hourly rate for CSI personnel:

Community Development Director	\$39.00/hour
Code Enforcement Officer	\$26.00/hour
Administrative Coordinator	\$18.00/hour

Staff Contact:

Sandy Luongo, General Services Manager/Emergency Manager
Dawn Mehler, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	9/23/2016	Resolution
Seventh Modification - TA Approved	9/23/2016	Exhibit
Post Disaster Agreement - TA Approved & MS Revision	9/23/2016	Agreement

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RESOLUTION NO. 2016-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); EXTENDING THE AGREEMENT FOR AN ADDITIONAL FIVE YEAR TERM; INCREASING THE COMPENSATION EFFECTIVE OCTOBER 1, 2017; PROVIDING FOR THE LEASE OF OFFICE SPACE COMMENCING OCTOBER 1, 2017; APPROVING A POST-DISASTER RELIEF AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, On September 15, 2014, pursuant to Resolution No 2014-059 the Town approved the Sixth Amendment to its Agreement with CSI, which included the provision of additional zoning services and it extended the term of the Agreement until September 30, 2017; and

WHEREAS, the Town desires to modify its Agreement with CSI to extend CSI's term, to increase CSI's compensation, to provide for the lease of office space, and to provide an agreement for post-disaster relief; and

WHEREAS, this Resolution also seeks to satisfy Section 2-203 (f) of the Town's Procurement Code, which requires Town Council approval for leases of all Town property.

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

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

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

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the modification 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.

[Signatures on Following Page]

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 ____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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EXHIBIT "A"

SEVENTH MODIFICATION TO AGREEMENT

THIS SEVENTH MODIFICATION TO AGREEMENT entered into as of the ____ day of September, 2016 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and CSI Code, Services, Inc., a corporation of the State of Florida ("Consultant"), for the purpose of extending and amending the Agreement between the Town and Consultant dated April 10th, 2006 (the "Original Agreement").

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, On September 15, 2014, pursuant to Resolution No 2014-059 the Town approved the Sixth Amendment to its Agreement with CSI, which included the provision of additional zoning services and it extended the term of the Agreement until September 30, 2017; and

WHEREAS, the Town desires to modify its Agreement with CSI to extend CSI's term, to increase CSI's compensation, to provide for the lease of office space, and to provide for the provision of emergency services; and

WHEREAS, this Seventh Amendment to the Agreement seeks to effectuate the agreement of both parties as specifically described herein.

NOW, THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 2.9 of Article 2 "Scope of Services" shall be amended to read as follows:

2.9 Commencing on October 1, 2017, TOWN shall lease to CSI, at a monthly fee of Five Hundred Dollars (\$500.00) per month, two rooms in make available to CSI a room at Town Hall for the purposes of performing the Scope of Services as provided herein. The location of such rooms shall be in the sole discretion of the Town Administrator, and is subject to change.

3. Section 2.10 of Article 2 "Scope of Services" shall be created to read as follows:

2.10 In addition to the above services, during a declared state of local emergency, CSI shall work with the Town to provide, at the sole direction of the Town Administrator, post disaster assistance. The scope of such service, and the fee for such service, shall be as specifically delineated in the attached

executed Post Disaster Relief Agreement, which has been attached hereto and is incorporated herein by reference.

4. Section 3.1 of Article 3 "Term of the Agreement" shall be amended to read as follows:

3.1 This Agreement shall become effective on March 22, 2012, (the Effective Date), and shall continue in full force and effect through ~~September 30, 2017~~ September 30, 2022, with extensions to be approved by the TOWN and CSI, unless earlier terminated in accordance with paragraph 3.2 hereof.

5. Section 4.1 of Article 4 "Compensation" shall be amended to read as follows:

4.1 CSI shall provide Code Compliance Services, as described herein and in Exhibit "A", to the Town for an Annual Fee of One Hundred and Twenty Five Thousand Dollars and Zero Cents (\$125,000.00), which shall be paid in monthly installments of Ten Thousand Four Hundred and Sixteen Dollars and Sixty Five Cents (\$10,416.65.) In consideration of CSI's agreement to hire a part time administrative coordinator for at least 128 hours per month, commencing on October 1, 2017, such annual compensation shall be increased to an Annual Fee of One Hundred and Forty Four Thousand Seven Hundred Dollars and Zero Cents (\$144,700.00), which shall be paid in monthly installments of Twelve Thousand Fifty Eight Dollars and Thirty Three Cents (\$12,058.33). In the event that a secondary certified code enforcement officer is not assigned to the Town, the Town's monthly payment, or prorated portion thereof, shall be reduced to ~~Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.)~~ Seven Thousand Seven Hundred and Ninety One Dollars and Sixty Seven Cents (\$7,791.61), until such time as a secondary certified code officer has been assigned to the Town, which in no event shall be more than sixty (60) days, unless the Town Administrator grants an extension for good cause shown. In the event that the part time administrative coordinator is not assigned to the Town, the Town's monthly payment, or prorated portion thereof, shall be reduced to Ten Thousand Four Hundred and Sixteen Dollars and Sixty Five Cents (\$10,416.65.), until such

time as a new part time administrative coordinator has been assigned to the Town, which in no event shall be more than sixty (60) days, unless the Town Administrator grants an extension for good cause shown. CSI shall provide the Town Administrator with an invoice documenting that said services have been performed and CSI shall be provided with payment as delineated in Section 4.2 below. The TOWN shall not be required to pay CSI ~~compensation of the enforcement officers fail to perform if the officer(s) fail to perform~~ or if the code enforcement officer(s) or part time administrative coordinator provide services below the minimum hourly requirement as delineated in Section 2.1 above.

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

IN WHITNESS WHEREOF, this Extension and Modification is accepted and executed as of this _____ day of September, 2016.

TOWN OF SOUTHWEST RANCHES

CSI CODE SERVICES, INC.

Jeff Nelson, Mayor

Robert Solera, President

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to form and correctness:

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

POST-DISASTER RELIEF AGREEMENT
FOR EMERGENCY BUILDING CODE ENFORCEMENT SERVICES

This Post-Disaster Relief Agreement for Emergency Building Code Enforcement Services (“Agreement”) is entered into this ____ day of September, 2016, by and between Code Services Incorporated, a Florida corporation (“Consultant”), whose address is 4839 SW 148 Avenue # 217, Davie, Florida 33330 and Town of Southwest Ranches, a Florida municipal corporation, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330.

WITNESSETH:

WHEREAS, Consultant currently provides code enforcement services for the Town and the Consultant has agreed to provide disaster response and recovery services to the Town in the event a state of local emergency is declared; and

WHEREAS, this Agreement is necessary in order for the Town to be eligible for FEMA reimbursement for any disaster or emergency event work that Consultant participates/assists in as described herein and as defined in Exhibit 2, on the terms and conditions set forth herein.

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 Consultant hereby agree to the following terms and conditions.

Section 1: Scope of Services – Emergency Management

- 1.1 During a declared state of local emergency, the Code Enforcement Official and/or staff shall arrive at the Town’s Municipal Emergency Operations Center (“MEOC”) upon the establishment of the MEOC command site, and remain at the site until it’s no longer operational or discharged by the Incident Commander. CONSULTANT shall be responsible for staffing the MEOC when operational and assisting with damage assessment and safety inspections. The Code Enforcement Officer and/or staff shall have immediate access to building plans and other essential building information.
- 1.2 CONSULTANT shall work with the Town during post disaster (natural or man-made) times, in restoring Comprehensive Building Code Services pursuant to the Florida Building Code and executed order of the Governor or Town Administrator. CONSULTANT shall provide personnel to assist with damage assessment teams. CONSULTANT shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.
- 1.3 CONSULTANT shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the Town’s Fire Rescue, Law Enforcement or any authorized Town representative.
- 1.4 Consultant shall participate/assists in disaster or emergency event work as defined in Exhibit 2 set forth herein.
- 1.5 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the CONSULTANT shall perform all services in accordance with FEMA guidelines.

- 1.6 It is the intent of this Agreement for CONSULTANT to provide disaster recovery technical assistance to TOWN, as required. This service shall include Program Management Assistance.
- 1.7 CONSULTANT shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.

Section 2: Term of the Agreement

- 2.1 This Agreement shall continue in full force and effect from the date of the execution until September 30, 2022

Section 3: Compensation & Method of Payment

- 3.1 The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed during the first 70 hours of actual work following a disaster event. Payment will only be made for debris that FEMA determines eligible. In the event CONSULTANT's rates exceed FEMA rates, FEMA rates shall apply.
- 3.2 Consultant shall continue to be paid in accordance with Exhibit 1 herein. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Consultant 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, Consultant shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period. If the Town serves an Immediate Termination Notice, Consultant shall be paid for any services properly rendered through the date of service of the Immediate Termination Notice.
- 3.3 Consultant 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, Consultant 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, Consultant shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period. If the Town serves an Immediate Termination Notice, Consultant shall be paid for any services properly rendered through the date of service of the Immediate Termination Notice.
- 3.3 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, Consultant 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 Consultant 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: FEMA REIMBURSEMENTS

- 4.1 CONSULTANT shall assist the TOWN in completing any 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 may include, but is not limited to, the timely completion and submittal

of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to TOWN.

- 4.2 During the FEMA or FHA audit phases, CONSULTANT shall make available all records related to the performance of the services under this Agreement.

Section 5: FEDERAL-AID REQUIREMENTS

- 5.1 Consultant shall comply with the following basic federal-aid requirements that must be followed for emergency repair projects and permanent restorations projects. These requirements apply to all state and local agency contracts for both emergency and permanent restoration types of projects. These agency contracts cannot be waived just because there is a State or FEMA emergency declaration.

- 5.2 Federal Highway Administration Emergency Relief Program:

A. The parties acknowledge that from time to time, if applicable, the TOWN may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. CONSULTANT acknowledges that, if applicable, CONSULTANT will be required to adhere to additional requirements that include:

- (1) Compliance with Davis-Bacon wage rates, including the wage rate tables, Incorporated herein by reference and available at <http://www.dastateil.us/construction/wage/htm>;
- (2) Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;
- (3) Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto;
- (4) Compliance with the Federal "Buy America Requirements", a copy of which is attached hereto and incorporated herein as Exhibit "D";
- (5) Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273), attached hereto and incorporated herein as Exhibit "D";
- (6) Compliance with CFR Part 26, Disadvantaged Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System on the website found at www.bipincwebapps.com/bizwebflorida; and
- (7) Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.

The parties acknowledge that the current agreement between the parties is strictly for debris removal work and that the Davis-Bacon and related acts (DBRA) provisions do not apply; however, pursuant to the requirements of FHWA, these

provisions are required to be incorporated as part of this Agreement for if and when they would become applicable. Therefore, FHWA-1273 is attached hereto and incorporated herein as Exhibit "D".

- (8) Compliance with the Copeland "Anti-Kickback" Act
(1) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (9) Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all of these contract clauses.
- (10) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subConsultant as provided in 29 C.F.R. § 5.12.
- (11) Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.
- (12) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- (13) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- (14) Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Consultant for cost control or labor efficiency. Therefore, a time-and-materials contract must set a ceiling price that the Consultant exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Consultant is using efficient methods and effective cost controls. **[Note that FEMA will previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed.]**
- B. In accordance with FHWA-1273, the CONSULTANT acknowledges and agrees that thirty percent (30%) of the work must be performed with its own forces.
- C. In addition to the above, there are additional procedures necessary to receive reimbursement from FHWA for disaster recovery services on "On-System" and "Off-System" roadways as summarized in the Scope of Services. The CONSULTANT acknowledges and agrees that it is knowledgeable of these requirements, incorporated as part of the Florida Department of Transportation Contract Nos. Z4004-R0 and Z4007-RO, and shall adhere to same as amended from time to time.
- D. CONSULTANT acknowledges and agrees to adhere to all requirements of the Federal Emergency Management Agency (FEMA) and that it is knowledgeable of the applicable requirements and guidelines. CONSULTANT shall adhere to these requirements, as amended from time to time.

Section 6: Miscellaneous Provisions

- A. CONSULTANT shall not enter upon private property for any reason without obtaining permission, and CONSULTANT shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of CONSULTANT, CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Town Administrator, or he shall make good such damage or injury in an acceptable manner.
- B. **Joint Preparation**. Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this 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.

C. **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.

D. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, 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 September 2016.

WITNESSES:

CONSULTANT: CSI Code Services, Inc.

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

TOWN OF SOUTHWEST RANCHES

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

ATTEST:

Russell Muñiz, MMC
Assistant Town Administrator/Town Clerk

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

**APPROVED AS TO FORM
AND CORRECTNESS:**

Keith M. Poliakoff, Town Attorney

Exhibit 1

ADDITIONAL FEES FOR EMERGENCY MANAGEMENT SERVICES - PROPOSED

Should the foregoing fees be in conflict with the current FEMA reimbursable schedule, the Town shall be governed by FEMA's reimbursable schedule and/or review.

1. Community Development Director \$39.00/hour
2. Code Enforcement Officer \$26.00/hour
3. Administrative Coordinator \$18.00/hour

Exhibit 2

Scope of Work

The Consultant shall assist in a pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Consultant shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town's property. Consultant may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town's property, property damage recommendation(s) to repair the Town's property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Consultant will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her their Designee to the Consultant of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Consultant shall timely provide the Town Administrator or his/her their Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Consultant shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Consultant's failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Consultant by the Town.

Consultant shall participate in an all Town emergency management meetings and exercises.

Consultant shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT and other applicable Federal, State or local agency regulations and policies are required.



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: 9/22/2016
SUBJECT: CAP Government Services - Disaster Response and Recovery Services

Recommendation

It is in the best interest of the Town to approve the Agreement with C.A.P. Government Services, Inc. for the provision of Disaster Response and Recovery Services. This provision will allow for FEMA reimbursement for C.A.P. Services, Inc., if rendered, at the time of a declared disaster.

Strategic Priorities

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

Background

On October 5, 2006, pursuant to Resolution No. 2007-001, the Town Council approved an Agreement with C.A.P Government Services, Inc. for plans review and building inspection services.

The Town has extended the contracts with CAP for building department services via Resolutions 2010-009, 2010-031, 2010-036, 2011-045, 2011-038, 2012-10.

On March 8, 2012, pursuant to Resolution 2012-028, the Town Council approved a new three-

year Agreement with CAP, with an optional three-year extension.

On June 25, 2015, pursuant to Resolution 2015-055, the Town Council approved a new three-year Agreement with CAP, with an optional three-year extension.

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.

The vendors shall assist the Town in completing 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 emergency management.

Should the foregoing fees be in conflict with the current FEMA reimbursable schedule, the Town and CAP shall be governed by FEMA's reimbursable schedule and/or review.

It is understood that FEMA cost recovery can be from 0 – 100 percent based upon FEMA's reimbursement schedule at the time of a declared event.

The following is the hourly rate for Emergency Services for C.A.P. Government Services, Inc.

Title or Description of Staff Position	Rate per Hour
Principal	\$140
Chief Building Official	\$110
Assistant Building Official	\$100
Discipline Chief Mechanical	\$85
Discipline Chief Electrical	\$85
Discipline Chief Plumbing	\$85
Discipline Chief Structural	\$85
Structural Plans Examiner & Inspector	\$80
Mechanical Plans Examiner & Inspector	\$80
Electrical Plans Examiner & Inspector	\$80
Plumbing Plans Examiner & Inspector	\$80
Administrative Managers	\$80
Permit Technician	\$40
Professional Engineer	\$120
Architect	\$120

Staff Contact:

Sandy Luongo, General Services Manager/Emergency Manager
Dawn Mehler, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution-TA Approved	9/22/2016	Resolution
Disaster Recovery Agreement - TA Approved	9/23/2016	Agreement
Exhibit 4	9/23/2016	Exhibit

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RESOLUTION NO. 2016-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A POST DISASTER RELIEF AGREEMENT WITH C.A.P. GOVERNMENT SERVICES, INC. TO PROVIDE FOR ADDITIONAL DISASTER RESPONSE AND RECOVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5, 2006, pursuant to Resolution No. 2007-001, the Town Council approved an Agreement with C.A.P Government services, Inc. (hereinafter "CAP") for plans review and building inspection services; and

WHEREAS, on June 25, 2015, pursuant to Resolution 2015-055, the Town Council approved a new three-year Agreement with CAP, with an optional three-year extension; and

WHEREAS, both CAP and the Town desire to create a post disaster relief agreement for disaster response and recovery services under the terms and conditions as specifically delineated in Exhibit "A."

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

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

Section 2. The Town Council hereby approves a Post Disaster Relief Agreement with CAP Government Services, Inc. as specifically delineated in Exhibit "A," attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the modification 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 _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

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

113538262.1

POST-DISASTER RELIEF AGREEMENT FOR BUILDING DEPARTMENT SERVICES

POST-DISASTER RELIEF AGREEMENT FOR BUILDING DEPARTMENT SERVICES ("Agreement") is made and entered into on this ____ day of _____ 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330 and C.A.P. Government, Inc. (hereinafter referred to as "Contractor"), whose address is 343 Almeria Avenue, Coral Gables, Florida 33134.

WITNESSETH:

WHEREAS, Contractor currently provides building department services for the Town and the Contractor has agreed to provide disaster response and recovery services to the Town in the event a state of local emergency is declared; and

WHEREAS, this Agreement is necessary in order for the Town to be eligible for FEMA reimbursement for any disaster or emergency event work that Contractor participates/assists in as described herein and as defined in Exhibit 2, on the terms and conditions set forth herein.

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 to the following terms and conditions.

Section 1: Scope of Services

1.1 During a declared state of local emergency, the Building Official or Assistant Building Official/Chief Building Code Inspector shall arrive at the Town's Emergency Operations Center ("MEOC") upon the establishment of the MEOC command site, and remain at the site until it's no longer operational or discharged by the Incident Commander. CONTRACTOR shall be responsible for staffing the MEOC when operational and assisting with damage assessment and safety inspections. The Building Official or Assistant Building Official/Chief Building Code Inspector shall have immediate access to building plans and other essential building information.

1.2 CONTRACTOR shall work with the Town during post disaster (natural or man-made) times, in restoring Comprehensive Building Code Services pursuant to the Florida Building Code and executed order of the Governor or Town Administrator. CONTRACTOR shall provide personnel to assist with damage assessment teams. CONTRACTOR shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.

1.3 CONTRACTOR shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the Town's Fire Rescue, Law Enforcement or any authorized Town representative.

1.4 Contractor shall participate/assist in disaster or emergency event work as defined in

Exhibit 2 set forth herein.

1.5 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the CONTRACTOR shall perform all services in accordance with FEMA guidelines.

1.6 It is the intent of this Agreement for CONTRACTOR to provide disaster recovery technical assistance to TOWN, as required. This service shall include Program Management Assistance.

1.7 CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.

Section 2: Term of this Agreement

2.1 This Agreement shall continue in full force and effect from the execution date below to until June 25, 2018.

Section 3: Compensation & Method of Payment

3.1 The parties acknowledge that current FEMA guidelines require that all payments be based' on time and material costs for work performed during the first 70 hours of actual work following a disaster event. Payment will only be made for debris that FEMA determines eligible, and only for work Contract Administrator and CONTRACTOR include in the Task Authorization, which shall include sufficient information on the scope of work necessary and the cost to complete the debris collection and disposal process. In the event CONTRACTOR's rates exceed FEMA rates, FEMA rates shall apply.

3.2 CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 CFR 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook in effect at the time the services are delivered. CONTRACTOR and TOWN will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load, and CONTRACTOR will not invoice TOWN for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards shall be recorded by CONTRACTOR and numbered tickets shall be supplied to the TOWN by CONTRACTOR. Copies of each load record will be available to CONTRACTOR and TOWN'S designee on site.

3.3 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement and in accordance with Exhibit 1 herein. 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. If the Town serves an Immediate Termination Notice, Contractor shall be paid for any services properly rendered through the date

of service of the Immediate Termination Notice.

3.4 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: FEMA REIMBURSEMENTS

4.1 CONTRACTOR shall assist the TOWN in completing any 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 may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to TOWN.

4.2 During the FEMA or FHA audit phases, CONTRACTOR shall make available all records related to the performance of the services under this Agreement.

Section 5: FEDERAL-AID REQUIREMENTS

5.1 Contractor shall comply with the following basic federal-aid requirements that must be followed for emergency repair projects and permanent restorations projects. These requirements apply to all state and local agency contracts for both emergency and permanent restoration types of projects. These agency contracts cannot be waived just because there is a State or FEMA emergency declaration.

5.2. Federal Highway Administration Emergency Relief Program:

A. The parties acknowledge that from time to time, if applicable, the TOWN may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. CONTRACTOR acknowledges that, if applicable, CONTRACTOR will be required to adhere to additional requirements that include:

- (1) Compliance with Davis-Bacon wage rates.
- (2) Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;

- (3) Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto;
- (4) Compliance with the Federal "Buy America Requirements", a copy of which is attached hereto and incorporated herein as Exhibit "D";
- (5) Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273), attached hereto and incorporated herein as Exhibit "D";
- (6) Compliance with CFR Part 26, Disadvantaged Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System; and
- (7) Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.

The parties acknowledge that the current agreement between the parties is strictly for debris removal work and that the Davis-Bacon and related acts (DBRA) provisions do not apply; however, pursuant to the requirements of FHWA, these provisions are required to be incorporated as part of this Agreement for if and when they would become applicable. Therefore, FHWA-1273 is attached hereto and incorporated herein as Exhibit "D".

- B. In accordance with FHWA-1273, the CONTRACTOR acknowledges and agrees that thirty percent (30%) of the work must be performed with its own forces.
- C. In addition to the above, there are additional procedures necessary to receive reimbursement from FHWA for disaster recovery services on "On-System" and "Off-System" roadways as summarized in the Scope of Services. The CONTRACTOR acknowledges and agrees that it is knowledgeable of these requirements, incorporated as part of the Florida Department of Transportation Contract Nos. Z4004-R0 and Z4007-RO, and shall adhere to same as amended from time to time.
- D. CONTRACTOR acknowledges and agrees to adhere to all requirements of the Federal Emergency Management Agency (FEMA) and that it is knowledgeable of the applicable requirements and guidelines. CONTRACTOR shall adhere to these requirements, as amended from time to time.

Section 6: Miscellaneous Provisions

A. CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of CONTRACTOR, CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or

rebuilding or otherwise restoring, as may be directed by the Town Administrator, or he shall make good such damage or injury in an acceptable manner.

B. 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.

C. 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.

D. 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 the Agreement, as extended hereby, 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: C.A.P. Government, 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 _____, 2016.

WITNESSES:

Witness

Witness print name

Witness

Witness print name

CONTRACTOR:

C.A.P. Government, Inc.

By: _____

Name: _____

Date: _____, 2016

TOWN OF SOUTHWEST RANCHES

By: _____

Jeff Nelson, Mayor

Dated this ____ day of September, 2016

ATTEST:

Russell Muñiz, MMC
Assistant Town Administrator/Town Clerk

By: _____

Andrew D. Berns, Town Administrator

Dated this ____ day of September, 2016

APPROVED AS TO FORM
AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

Exhibit 1

ADDITIONAL FEES FOR EMERGENCY MANAGEMENT SERVICES - PROPOSED

Should the foregoing fees be in conflict with the current FEMA reimbursable schedule, the Town shall be governed by FEMA's reimbursable schedule and/or review.

The following is the current hourly rate for C.A.P. Government Services, Inc.

Title or Description of Staff Position	Rate per Hour
Principal	\$140
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Discipline Chief Mechanical	\$85
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Discipline Chief Plumbing	\$85
Discipline Chief Structural	\$85
Structural Plans Examiner & Inspector	\$80
Mechanical Plans Examiner & Inspector	\$80
Electrical Plans Examiner & Inspector	\$80
Plumbing Plans Examiner & Inspector	\$80
Administrative Managers	\$80
Permit Technician	\$40
Professional Engineer	\$120
Architect	\$120

Exhibit 2 Scope of Work

The Contractor shall assist in pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Contractor shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town's property. Contractor may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town's property, property damage recommendation(s) to repair Town's property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Contractor will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her Designee to the Contractor of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Contractor shall timely provide the Town Administrator or his/her Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Contractor shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Contractor's failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Contractor by the Town.

Contractor shall participate in all Town emergency management meetings and exercises.

Contractor shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT

and other applicable Federal, State or local agency regulations and policies are required.

Exhibit 3

EMERGENCY AND DISASTER RESPONSE/RECOVERY SERVICES

NOTICE TO PROCEED

TASK AUTHORIZATION NO.: _____

This Task Authorization is issued between the TOWN OF SOUTHWEST RANCHES and CONTRACTOR as required pursuant to the Post-Disaster Relief Agreement with CAP Government, Inc.

This Task Authorization provides for services in accordance with the Post-Disaster Relief Agreement with CAP Government, Inc. and further detailed in the Scope of Work below,

Payment(s) for such service shall be in accordance with the Contract Documents and must not exceed reasonable limits acceptable to the Federal Emergency Management Agency (FEMA).

Total costs for this Task Authorization shall not exceed \$ _____

SCOPE OF WORK:

Time is of the essence. Work must be completed by _____.

Contract Administrator

Date

Contractor

Date

EXHIBIT 4
BUY AMERICA REQUIREMENTS
AND
FEDERAL-AID CONSTRUCTION CONTRACTS – FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (Included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility (or and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SRA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV, shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and rates and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a for-fee account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12649. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification-Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12649. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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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 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: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines
DATE: 9/29/2016
SUBJECT: Amending Park Usage Policies

Recommendation

Council approval of proposed amendment to the policies is requested.

Strategic Priorities

E. Cultivate a Vibrant Community

Background

Insurance requirements previously set forth in existing park policies are in need of being updated to provide the Town with higher levels of indemnity and to ensure consistency with all park usage requirements.

Fiscal Impact/Analysis

No fiscal impact is anticipated.

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Amending Park Usage Policies - TA Approved	9/22/2016	Resolution
Sunshine Ranches Equestrian Park Policy with proposed changes	9/22/2016	Exhibit
Country Estates Fishing Hole Park Policy with proposed changes	9/22/2016	Exhibit

RESOLUTION NO. 2016 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING USAGE POLICIES FOR THE COUNTRY ESTATES FISHING HOLE PARK AND THE SUNSHINE RANCHES EQUESTRIAN PARK; STANDARDIZING INSURANCE REQUIREMENTS FOR RENTABLE PARK FACILITIES IN ACCORDANCE WITH THE TOWN'S INSURANCE REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2009, the Town Council approved Ordinance No. 2009-014, amending the Town of Southwest Ranches Code of Ordinances to provide a section entitled "Specific Park Rules and Regulations", providing for the enactment of specific rules and regulations governing each town park by Resolution; and

WHEREAS, on September 3, 2009, the Town Council approved Resolution No. 2009-078, Establishing Rules, Regulations, and Usage Policies relating to the Sunshine Ranches Equestrian Park; and

WHEREAS, on December 13, 2012, the Town Council approved Resolution No. 2013-016, Amending Resolution No.2009-078 as it relates to the Established Rules and Regulations pertaining to the Sunshine Ranches Equestrian Park; and

WHEREAS, on February 26, 2015, the Town Council approved Resolution No. 2015-032, Establishing Rules, Regulations, and Usage Policies relating to the Country Estates Fishing Hole Park; and

WHEREAS, on July 14, 2016, the Town Council approved Resolution No. 2016-041, Establishing Rules, Regulations, and Usage Policies relating to the Rolling Oaks Park which contained additional insurance requirements; and

WHEREAS, the Town seeks to amend the established policies for the Sunshine Ranches Equestrian Park and the Country Estates Fishing Hole Park to standardize the insurance requirements for all parks in accordance with the Town's insurance requirements.

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 establishes the amended Sunshine Ranches Equestrian Park and Country Estates Fishing Hole Park Policies, as specifically

delineated in Exhibit "A" and Exhibit "B," which are attached hereto and are incorporated herein by reference.

Section 3: Effective Date. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this 29th day of September, 2016, on a motion by

_____ and _____ seconded _____ by _____.

Nelson	_____	Ayes	_____
McKay	_____	Nays	_____
Fisikelli	_____	Absent	_____
Breitkreuz	_____	Abstaining	_____
Jabolnski	_____		

ATTEST:

Jeff Nelson, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

113538013.1

Exhibit “A”
Town of Southwest Ranches
Sunshine Ranches Equestrian Park Policy

1. The Sunshine Ranches Equestrian Park shall be open to the public between sunrise and sunset. Park gates shall be closed and locked at dusk.
2. Use of the pavilion and other park amenities are on a first-come, first-served basis. Any organized gathering seeking to utilize a park amenity requires a reservation at least one week in advance. The pavilion may be reserved for two 6-hour periods per week (see Attachments 1 through 3 for details). Anyone seeking to reserve a park amenity must sign a form acknowledging that they have read and understand the Park Policies, Rules, and Regulations.
3. Equestrian use is the primary focus of the park. Park users shall take extreme care not to disturb horses and shall never approach any horse without the owner’s permission. Horse riders must be able to share the facilities with other park users.
4. Children shall be under adult supervision at all times.
5. All users of the park facilities must clean up after themselves and their guests. Trash, including but not limited to decorations, must be disposed of properly. This includes all debris generated by barbequing activity.
6. The Town of Southwest Ranches shall not be responsible for any loss of personal property or injury by fire, theft, accident, or natural incident at the park.

Parks Policy – Prohibited Activities

Although park users are urged to check with the Town to see if their proposed activities will be acceptable, the following is a non-exhaustive list of prohibited activities:

1. Use of the park for events with bounce houses or inflatable equipment that utilize water is prohibited.
2. Use of the park by commercial vendors or enterprises, and for-profit purposes are prohibited.
3. Stapling, taping, tacking, or any affixation to park facilities is prohibited. Balloons, glitter, sequins, confetti, and similar materials are prohibited.
4. No alcoholic beverages or glass containers shall be allowed in the park.
5. Parking at the park shall only be in designated areas; all unloading shall occur only in the designated parking areas.
6. Postings of signs and/or notifications shall be prohibited.
7. All animals shall be under control at all times and domestic pets shall be on a leash of 6 feet or less. Feeding of wildlife is prohibited.
8. Display or discharge of any firearms, fireworks, explosives, paintball guns, and/or similar types of weapons and items is strictly prohibited.
9. No swimming, wading, fishing, or boating.
10. No fires or overnight camping. Barbequing is permitted only in designated areas on Town equipment by approved permit holders.
11. No organized picnic outing, event, or assembly of more than ten (10) people without a reservation. This includes, but shall not be limited to, parades, drills, maneuvers, sports, skills, or contests. The Town Council or Administrator at its sole discretion may grant an exception for non-profit, charitable or youth organizations affiliated with another unit of government.

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Attachment 1
Town of Southwest Ranches
Sunshine Ranches Equestrian Park Pavilion / Facility Rental

The Town's Sunshine Ranches Equestrian Park has a Pavilion and Equestrian Riding Ring facilities that may be rented; however, for-profit activities will not be allowed in the park at any time.

Rules and Regulations:

1. The park pavilion may be rented for only two 6-hour periods in any week. The approved rental of the Pavilion or Riding Ring entitles the person the exclusive use of the Pavilion or Riding Ring only. Restrooms, parking, and other park facilities shall remain open to the general public at all times. The rental of the Pavilion or Riding Ring restricts the use to a maximum of fifty (50) guests.
2. The Sunshine Ranches Equestrian Park Policy (Page 1) shall apply to all persons utilizing the park property. All permit holders shall take all necessary steps to make sure that their guests follow the Equestrian Park Policy. Children shall be supervised at all times. Any person or persons violating Amenity Rental or Park Rules and Regulations or, in the opinion of the Town constituting a public nuisance or potential hazard to public or park property, or exhibiting disorderly conduct, shall be asked to exit the park property. No refunds shall be given to any person or person asked to leave the park.
3. Any person holding a permit to rent a park amenity shall be responsible for their vendor(s)' personnel, vehicles, and equipment and said vendor(s)' compliance with all policies, rules, and regulations.
4. Barbequing is permitted, by approved permit holders only, only on Town equipment in designated areas only. The following rules apply to barbequing activities:
 - NEVER use gasoline or kerosene to start the fire.
 - After using starter fluid, cap the container and move it away from the fire. NEVER add any type of starter fluid once the coals are burning.
 - To stop flare-ups, move cooking grid up and spread out coals.
 - To dispose of the ashes before fully cooled, soak them completely in water before putting them in a non-combustible container.
 - To dispose of the ashes, wrap in foil and put them in an empty non-combustible container.
5. Bounce houses or inflatable equipment that do not utilize water are permitted, to approved permit holders only, only in areas designated by Town's staff or designee.
6. Applicants must specify in their rental application whether barbequing activity will be included and any vendors that will serve the event (i.e., pony rides, food, etc.).
7. Pony ride vendors or other livestock vendors hired for permitted parties must provide proof of negative coggins and any other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)
8. Applicant MUST present a valid driver's license or State photo ID when submitting an application.
9. The Town will not process incomplete applications. All required documentation must be submitted at the time of application.
10. Noncompliance with the Town's stated policies, rules or regulations may result in the revocation of the permit, loss of cleanup/security deposit, and refusal of any subsequent permit applications for up to one year.

Attachment 1

Town of Southwest Ranches

Sunshine Ranches Equestrian Park Pavilion / Facility Rental, continued

Pavilion Rental – Fees, Payment, and Insurance:

1. Full payment for rental fee including security deposit is due at the time of application. All fees are subject to sales tax.
2. Facility Rental and Cleanup/Security Deposit fees are set forth in Attachment 3.
3. Payment may be by cash, check, or money order. If paid by check, a picture I.D. must be presented. Checks should be made payable to the Town of Southwest Ranches.
4. If applicant pays by check, the application must be submitted three (3) weeks prior to the event for funds to be processed. Application MAY BE denied, and the applicant will be responsible for all fees, including legal costs and fees, that may result from insufficient funds.
5. All vendors hired for any permitted party (i.e., pony rides, food vendors, etc.) will be required to provide a current Certificate of Insurance evidencing liability coverage in the amounts set forth in Attachment 3. This information must be submitted at the time of application.
6. If application is denied for any reason, the deposit and rental fee will be returned in full.

Setup/Cleanup/Security Deposit:

1. Cleanup/security deposit is due at the time of application. The Town will inspect the facilities before and following the event.
2. Decorations shall not be stapled, taped, nailed, tacked, or adhered in any way to park property.
3. All decorations, including tying material, must be removed completely and disposed of properly within the permit time.
4. All trash shall be picked up and placed in receptacles. If amount of debris exceeds receptacle space, the permit holder is responsible for removing trash from the property as a part of cleanup.
5. Permit holder is responsible for cleanup and removal of all debris generated by barbeque activity.
6. After the event, if the facility has been sufficiently cleaned, as determined by the Town, the deposit will be returned to the permit holder within two (2) weeks.
7. All costs associated with any damage, trash removal, or other expenses incurred by the Town will be deducted from the security deposit. If cleanup costs exceed the deposit amount, the Town will use all means available to collect from the permit holder; and if not paid, the person will be prohibited from future use of the facilities. Any property damaged by the permit holder or a guest will be replaced/repaired at the sole cost and expense of the permit holder.
8. Failure to clean the facility properly or a violation of park rules will result in the complete loss of the security deposit.

Cancellation:

1. The rental fee and security deposit will be refunded, less \$75 for administrative costs by the Town, if the Town is notified in writing of the cancellation at least one (1) week prior to the scheduled event.
2. If the Town is notified of the cancellation less than one (1) week prior to the scheduled event, only the security deposit will be refunded.
3. No refund of the security deposit will be made if the pavilion is not vacated promptly at the end of the rental period.
4. Applicant MUST initial acceptance of these terms at the time of submission of the application.

• **INITIAL:** _____

Attachment 2
Town of Southwest Ranches
Application for Sunshine Ranches Equestrian Park Facility Rental

Date of Application: _____

Applicant:

Name: _____

Address: _____

City/State: _____

Phone Number: Home: _____ Cell: _____

Driver's License Number or Photo ID Number (attach copy): _____

Date of Rental: _____ Number of attendees expected: _____

Time of Rental (6 Hour Maximum): _____

Will event include Barbeque activity? (Circle answer) Yes / No

Additional Person to Contact, Name: _____

Phone Number: (Home) _____ (Cell) _____

List participating vendors (i.e., bounce house vendor, pony rides, clowns, face painters, food vendors, etc.):

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

Attachment 2

Town of Southwest Ranches

Application for Sunshine Ranches Equestrian Park Facility Rental, continued

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell:) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

• ***If company hired to provide equine services to the event, the vendor MUST furnish proof of negative coggins upon request at the time of the event. All animals must be properly vaccinated in accordance with Chapter 14 of the Town of Southwest Ranches Code of Ordinances.** Other livestock vendors hired for permitted parties must provide other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)

Amount of Rental Fee Paid: (Add 6% sales tax) _____

Amount of Deposit Paid: _____

Total Amount Paid: _____ Applicant's Initials: _____

Circle Type of Remittance: Check Cash Money Order

Check/Money Order Number: _____

Date of Check/Money Order: _____

Applications containing fraudulent and/or omitted information will be denied.

I, _____, the undersigned applicant, have read and understand the
(Print) Name of Applicant
rental and cancellation rules and the Equestrian Park Rules and use policy, as provided to me as part of
this application on _____.
Date

(Print) Name of Applicant

Signature of Applicant

(Print) Name of Town Representative

Signature of Town Representative

Attachment 3
Town of Southwest Ranches
Sunshine Ranches Equestrian Park Rental Fee Schedule

Pavilion Rental Fees

Six hours (between 9:00 a.m. – 4 p.m.) \$250 (Add 6% sales tax)
Security Deposit: \$300
Cleanup and Security Deposit required at time of application.
(Deposit will be returned if the facility is vacated promptly and left in condition found.)

Equestrian Facility Rental Fees

Six hours (between 9:00 a.m. – 4 p.m.) \$250 (Add 6% sales tax)
Security Deposit: \$300
Cleanup and Security Deposit required at time of application.
(Deposit will be returned if the facility is vacated promptly and left in condition found.)

Reservation Cancellation:

In order to be eligible for a refund, notice of cancellation must be made in writing to the Town at least one week prior to intended date of use. The rental fee and security deposit will be refunded, less \$75 for administrative costs by the Town. No refunds will be given for inclement weather, but applicant may request to reschedule.

Ring Preparation:

\$200 per dragging (Add 6% sales tax. At least 48 hours advance notice is required.)

Insurance Requirements for Event/Concessions and/or Vendors:

Certificate of Insurance must be received and approved prior to approval of any reservation at the Town of Southwest Ranches' Facility. Certificates will not be processed without a contact name and phone number as well as a description of the special event in the Description of Operations section of the Certificate of Insurance, so the Finance/Risk Management Department may determine liability coverages. Events at which alcoholic beverages will be served or sold require a vendor with a one-time event permit or permanent liquor license, and/or event insurance covering the service and consumption of alcoholic beverages on premises.

The following are the insurance requirements needed for events or concessions:

\$500,000 minimum for General Liability for *all events* except as noted below for *clowns, face painters and magicians only*.

\$100,000 minimum for General Liability for *clowns, face painters and magicians*.

\$500,000 minimum for Worker's Compensation and Employers' Liability for *all events* where vendors are coming onto any Town of Southwest Ranches property.

\$500,000 minimum for Automobile Liability for *all events* where vendors are coming onto any Town of Southwest Ranches property.

1. Certificates of Insurance MUST have thirty (30) days written notice of cancellation except ten (10) days for nonpayment of insurance premium.
2. Certificates of Insurance MUST have the authorized representative's signature on the bottom right portion of the Certificate of Insurance.
3. Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628 must be the certificate holder AND the additional insured for liability coverages.
4. A description of your special event must be indicated in the Description of Operations section above the certificate holder section on the Certificate of Insurance.

5. All vendors must have a valid Broward County Local Business Tax Receipt.
6. Service and consumption of alcoholic beverages is permissible only with approved reservation, for non-profit use only.
7. Certificate of Insurance is required for all events where alcoholic beverages will be served or sold.
8. Certificate of Insurance required herein shall be submitted via email to Parks@southwesteranches.org with an original mailed to Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.

Additional requirements for Bounce Houses, Pony Rides, Petting Animal Operations:

An adult employee of the vendor must be in attendance at all times during the event. Attendants must be at least 18 years old.

Insurance Requirements for Event Concessions and/or Vendors:

~~Certificate of Insurance is acceptable evidence of insurance. Certificates will not be processed without a contact name and phone number, as well as a business description, so we may determine liability coverage.~~

~~Certificate must be signed by the insurance company's authorized representative.~~

~~Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628, must be listed as Certificate Holder.~~

~~Certificate Holder (Town of Southwest Ranches) must be named as Additional Insured.~~

~~Business contact name and phone number are required on certificate.~~

~~Please include a brief description of business operation and indicate that the certificate is for a special event at the Southwest Ranches park.~~

~~\$300,000 minimum general liability insurance is required, except where noted below.~~

~~Thirty days' written notice of cancellation is required (except 10 days for nonpayment of premium).~~

~~Fax certificates to 954-434-1490 and mail an original to the Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.~~

~~All vendors must have a Broward County Occupational License.~~

Bounce House/Inflatable, Pony Ride, Petting Animal Operations:

~~\$500,000 minimum general liability is required. In addition, an adult employee of the vendor must be in attendance at all times during the event. Attendants must be at least 18 years old.~~

Clowns, Face Painters, Magicians

~~\$100,000 minimum general liability is required.~~

Exhibit “A”
Town of Southwest Ranches
Country Estates Park Policy

1. The Country Estates Park shall be open to the public between sunrise and sunset. Park gates shall be closed and locked at dusk.
2. Use of the pavilion and other park amenities are on a first-come, first-served basis.
3. Any organized gathering seeking to utilize a park amenity requires a reservation at least one week in advance. The pavilion may be reserved for two 6-hour periods per week (see Attachments 1 through 3 for details). Anyone seeking to reserve a park amenity must sign a form acknowledging that they have read and understand the Park Policies, Rules, and Regulations.
4. Park users shall take extreme care not to disturb equestrian users of the Park and shall never approach any horse without the owner's permission. Horse riders must be able to share the facilities with other park users.
5. Children shall be under adult supervision at all times.
6. All users of the park facilities must clean up after themselves and their guests. Trash, including but not limited to decorations, must be disposed of properly. This includes all debris generated by barbequing activity, if applicable.
7. The Town of Southwest Ranches shall not be responsible for any loss of personal property or injury by fire, theft, accident, or natural incident at the park.

Parks Policy – Prohibited Activities

Although park users are urged to check with the Town to see if their proposed activities will be acceptable, the following is a non-exhaustive list of prohibited activities:

1. Use of the park for events with bounce houses or inflatable equipment that utilize water is prohibited.
2. Use of the park by commercial vendors or enterprises, and for-profit purposes are prohibited.
3. Stapling, taping, tacking, or any affixation to park facilities is prohibited. Balloons, glitter, sequins, confetti, and similar materials are prohibited.
4. No alcoholic beverages or glass containers shall be allowed in the park.
5. Parking at the park shall only be in designated areas; all unloading shall occur only in the designated parking areas.
6. Postings of signs and/or notifications shall be prohibited.
7. All animals shall be under control at all times and domestic pets shall be on a leash of 6 feet or less. Feeding of wildlife is prohibited.
8. Display or discharge of any firearms, fireworks, explosives, paintball guns, and/or similar types of weapons and items is strictly prohibited.
9. No swimming, wading, or boating.
10. No fires or overnight camping. Barbequing is permitted only in designated areas on Town equipment by approved permit holders.
11. No organized picnic outing, event, or assembly of more than ten (10) people without a reservation. This includes, but shall not be limited to, parades, drills, maneuvers, sports, skills, or contests.
12. The Town Council or Administrator at its sole discretion reserves the right to grant exceptions to this policy, to waive any informality, non-material irregularity or technicality or take any other such actions that may be deemed to be in the best interests of the Town.

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Attachment 1
Town of Southwest Ranches
Country Estates Park Pavilion / Facility Rental

The Town's Country Estates Park has a Pavilion facility that may be rented; however, for-profit activities will not be allowed in the park at any time.

Rules and Regulations:

1. The park pavilion may be rented for only two 6-hour periods in any week. The approved rental of the Pavilion entitles the person the exclusive use of the Pavilion only. Restrooms, parking, and other park facilities shall remain open to the general public at all times. The rental of the Pavilion restricts the use to a maximum of fifty (50) guests.
2. The Country Estates Park Policy (Page 1) shall apply to all persons utilizing the park property. All permit holders shall take all necessary steps to make sure that their guests follow the Park Policy. Children shall be supervised at all times. Any person or persons violating Amenity Rental or Park Rules and Regulations or, in the opinion of the Town constituting a public nuisance or potential hazard to public or park property, or exhibiting disorderly conduct, shall be asked to exit the park property. No refunds shall be given to any person or person asked to leave the park.
3. Any person holding a permit to rent a park amenity shall be responsible for their vendor(s') personnel, vehicles, and equipment and said vendor(s') compliance with all policies, rules, and regulations.
4. Barbequing is permitted, by approved permit holders only, only on Town equipment, if installed, in designated areas only. The following rules apply to barbequing activities:
 - NEVER use gasoline or kerosene to start the fire.
 - After using starter fluid, cap the container and move it away from the fire. NEVER add any type of starter fluid once the coals are burning.
 - To stop flare-ups, move cooking grid up and spread out coals.
 - To dispose of the ashes before fully cooled, soak them completely in water before putting them in a non-combustible container.
 - To dispose of the ashes, wrap in foil and put them in an empty non-combustible container.
5. Bounce houses or inflatable equipment that do not utilize water are permitted, to approved permit holders only, only in areas designated by Town's staff or designee.
6. Applicants must specify in their rental application whether barbequing activity will be included and any vendors that will serve the event (i.e., pony rides, food, etc.).
7. Pony ride vendors or other livestock vendors hired for permitted parties must provide proof of negative coggins and any other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)
8. Applicant MUST present a valid driver's license or State photo ID when submitting an application.
9. The Town will not process incomplete applications. All required documentation and fees must be submitted at the time of application.
10. Noncompliance with the Town's stated policies, rules or regulations may result in the revocation of the permit, loss of cleanup/security deposit, and refusal of any subsequent permit applications for up to one year.

Applicant acknowledgement of rules:

- Rental fee and Security/cleanup deposit is due at the time of booking. Reservations will not be held without payment.
- Renters will have exclusive access to the rented facility/ies only.
- The renter listed on the reservation is the sole liaison between the event and the Town of Southwest Ranches.
- Renters are responsible for set-up, break-down and clean-up of the rental facility/ies. Additional fees apply for clean-up performed by the Town.
- Renters must include set-up, break-down and clean-up within the rental time period.
- Decorations in the facility/ies shall exclude the use of nails, tape, staples, pins on the walls, any adhesives on the doors, windows, furniture, tables, chairs, ceilings or any outside structure.
- Service agencies such as florists, caterers, disc jockey are to deliver and/or drop off any items only during your rental time.
- Based on the nature of the event, the renter may be required to hire an off-duty detail officer or additional staff.
- I have read, understand and agree to abide by The Town of Southwest Ranches Country Estates Park Policy. I will assume full responsibility for cleaning the facility/ies and returning the furnishings to their original position and otherwise have the facility/ies ready for inspection following the rental.
- I understand and acknowledge that I assume full responsibility for any and all damage done to the facility/ies or furnishings during the period of my reservation.

Attachment 1

Town of Southwest Ranches

Country Estates Park Pavilion / Facility Rental, continued

Pavilion Rental – Fees, Payment, and Insurance:

1. Full payment for rental fee including security deposit is due at the time of application. All fees are subject to sales tax.
2. Facility Rental and Cleanup/Security Deposit fees are set forth in Attachment 3.
3. Payment may be by cash, check, or money order. If paid by check, a picture I.D. must be presented. Checks should be made payable to the Town of Southwest Ranches.
4. If applicant pays by check, the application must be submitted three (3) weeks prior to the event for funds to be processed. Application MAY BE denied, and the applicant will be responsible for all fees, including legal costs and fees, that may result from insufficient funds.
5. All vendors hired for any permitted party (i.e., pony rides, food vendors, etc.) will be required to provide a current Certificate of Insurance evidencing liability coverage in the amounts set forth in Attachment 3. This information must be submitted at the time of application.
6. If application is denied for any reason, the deposit and rental fee will be returned in full.

Setup/Cleanup/Security Deposit:

1. Cleanup/security deposit is due at the time of application. The Town will inspect the facilities before and following the event.
2. Decorations shall not be stapled, taped, nailed, tacked, or adhered in any way to park property.
3. All decorations, including tying material, must be removed completely and disposed of properly within the permit time.
4. All trash shall be picked up and placed in receptacles. If amount of debris exceeds receptacle space, the permit holder is responsible for removing trash from the property as a part of cleanup.
5. Permit holder is responsible for cleanup and removal of all debris generated by barbeque activity.
6. After the event, if the facility has been sufficiently cleaned, as determined by the Town, the deposit will be returned to the permit holder within two (2) weeks.
7. All costs associated with any damage, trash removal, or other expenses incurred by the Town will be deducted from the security deposit. If cleanup costs exceed the deposit amount, the Town will use all means available to collect from the permit holder; and if not paid, the person will be prohibited from future use of the facilities. Any property damaged by the permit holder or a guest will be replaced/repaired at the sole cost and expense of the permit holder.
8. Failure to clean the facility properly or a violation of park rules will result in the complete loss of the security deposit.

Cancellation:

1. The rental fee and security deposit will be refunded, less \$75 for administrative costs by the Town, if the Town is notified in writing of the cancellation at least one (1) week prior to the scheduled event.
2. If the Town is notified of the cancellation less than one (1) week prior to the scheduled event, only the security deposit will be refunded.
3. No refund of the security deposit will be made if the pavilion is not vacated promptly at the end of the rental period.
4. Applicant MUST initial acceptance of these terms at the time of submission of the application.

• **INITIAL:** _____

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Attachment 2
Town of Southwest Ranches
Application for Country Estates Park Facility Rental

Date of Application: _____

Applicant:

Name: _____

Address: _____

City/State: _____

Phone Number: Home: _____ Cell: _____

Driver's License Number or Photo ID Number (attach copy): _____

Date of Rental: _____ Number of attendees expected: _____

Time of Rental (6 Hour Maximum): _____

Will event include Barbeque activity? (Circle answer) Yes / No

Additional Person to Contact, Name: _____

Phone Number: (Home) _____ (Cell) _____

List participating vendors (i.e., bounce house vendor, pony rides, clowns, face painters, food vendors, etc.):

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

Attachment 2

Town of Southwest Ranches

Application for Country Estates Park Facility Rental, continued

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell:) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

• ***If company hired to provide equine services to the event, the vendor MUST furnish proof of negative coggins upon request at the time of the event. All animals must be properly vaccinated in accordance with Chapter 14 of the Town of Southwest Ranches Code of Ordinances.** Other livestock vendors hired for permitted parties must provide other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)

Amount of Rental Fee Paid: (Add 6% sales tax) _____

Amount of Deposit Paid: _____

Total Amount Paid: _____ Applicant's Initials: _____

Circle Type of Remittance: Check Cash Money Order

Check/Money Order Number: _____

Date of Check/Money Order: _____

Applications containing fraudulent and/or omitted information will be denied.

I, _____, the undersigned applicant, have read and understand the
(Print) Name of Applicant
rental and cancellation rules and the Country Estates Park Rules and use policy, as provided to me as
part of this application on _____.
Date

(Print) Name of Applicant

(Print) Name of Town Representative

Signature of Applicant

Signature of Town Representative

Attachment 3

Town of Southwest Ranches

Country Estates Park Rental Fee Schedule

Pavilion Rental Fees

Six hours (between 9:00 a.m. – 4 p.m.) \$100 (Add 6% sales tax)

Security Deposit: \$200

Cleanup and Security Deposit required at time of application.

(Deposit will be returned if the facility is vacated promptly and left in condition found.)

Reservation Cancellation:

Notice of cancellation, in writing to the Town, at least one week prior to intended date of use. The rental fee and security deposit will be refunded, less \$75 for administrative costs by the Town. No refunds will be given for inclement weather, but applicant may request to reschedule.

Insurance Requirements for Event/Concessions and/or Vendors:

Certificate of Insurance must be received and approved prior to approval of any reservation at the Town of Southwest Ranches' Facility. Certificates will not be processed without a contact name and phone number as well as a description of the special event in the Description of Operations section of the Certificate of Insurance, so the Finance/Risk Management Department may determine liability coverages. Events at which alcoholic beverages will be served or sold require a vendor with a one-time event permit or permanent liquor license, and/or event insurance covering the service and consumption of alcoholic beverages on premises.

The following are the insurance requirements needed for events or concessions:

\$500,000 minimum for General Liability for *all events* except as noted below for *clowns, face painters and magicians only*.

\$100,000 minimum for General Liability for *clowns, face painters and magicians*.

\$500,000 minimum for Worker's Compensation and Employers' Liability for *all events* where vendors are coming onto any Town of Southwest Ranches property.

\$500,000 minimum for Automobile Liability for *all events* where vendors are coming onto any Town of Southwest Ranches property.

1. Certificates of Insurance MUST have thirty (30) days written notice of cancellation except ten (10) days for nonpayment of insurance premium.
2. Certificates of Insurance MUST have the authorized representative's signature on the bottom right portion of the Certificate of Insurance.
3. Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628 must be the certificate holder AND the additional insured for liability coverages.
4. A description of your special event must be indicated in the Description of Operations section above the certificate holder section on the Certificate of Insurance.
5. All vendors must have a valid Broward County Local Business Tax Receipt.
6. Service and consumption of alcoholic beverages is permissible only with approved reservation, for non-profit use only.
7. Certificate of Insurance is required for all events where alcoholic beverages will be served or sold.
8. Certificate of Insurance required herein shall be submitted via email to Parks@southwesteranches.org with an original mailed to Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.

Additional requirements for Bounce Houses, Pony Rides, Petting Animal Operations:

An adult employee of the vendor must be in attendance at all times during the event. Attendants must be at least 18 years old.

Insurance Requirements for Event Concessions and/or Vendors:

~~Certificate of Insurance is acceptable evidence of insurance. Certificates will not be processed without a contact name and phone number, as well as a business description, so we may determine liability coverage.~~

~~Certificate must be signed by the insurance company's authorized representative.~~

~~Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628, must be listed as Certificate Holder.~~

~~Certificate Holder (Town of Southwest Ranches) must be named as Additional Insured.~~

~~Business contact name and phone number are required on certificate.~~

~~Please include a brief description of business operation and indicate that the certificate is for a special event at the Southwest Ranches park.~~

~~\$300,000 minimum general liability insurance is required, except where noted below.~~

~~Thirty days' written notice of cancellation is required (except 10 days for nonpayment of premium).~~

~~Fax certificates to 954-434-1490 and mail an original to the Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.~~

~~All vendors must have a Broward County Occupational License.~~

Bounce House/Inflatable, Pony Ride, Petting Animal Operations:

~~\$500,000 minimum general liability is required.~~

Clowns, Face Painters, Magicians

~~\$100,000 minimum general liability is required.~~

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 25, 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 7:10 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearing

3. Variance

A RESOLUTION AND FINAL ORDER OF THE BOARD OF ADJUSTMENT OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING VARIANCE APPLICATION NO. VA-072-16 BY THE ARCHDIOCESE OF MIAMI, FOR ARCHBISHOP MCCARTHY HIGH SCHOOL; GRANTING A VARIANCE FROM THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF SOUTHWEST RANCHES, SUBSECTION 060-080 PERTAINING TO MAXIMUM PERMITTED HEIGHT IN THE COMMUNITY FACILITY DISTRICT; 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. **{TABLED FROM JUNE 23, 2016}**

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 5-0 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. {1. VARIANCE FOR THE MAXIMUM HEIGHT IS ONLY FOR THE THEATER AND CLASSROOM. 2. ALL PORTABLES SHALL BE REMOVED FROM THE PROPERTY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. 3. THE THEATER SHALL HAVE A MAXIMUM OF 1900 SEATS. 4. THEATRE SHALL ONLY BE USED FOR SCHOOL PERFORMANCES. 5. THE TOWN SHALL HAVE USE RIGHTS. 6. THEATER CANNOT BE UTILIZED IS ANOTHER EVENT IS SCHEDULED TO BE HELD ON THE ADJACENT ST. MARK'S PROPERTY. 7. VARIANCE WILL EXPIRE IF APPLICANT DOES NOT OBTAIN A PERMIT OR DEVELOPMENT ORDER WITHIN 6 MONTHS. 8. APPLICANT TO PAY ALL COST RECOVERY FEES PRIOR TO ISSUANCE OF THE BUILDING PERMIT FOR THE WALL.}

4. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth, David Kuczynski, Mike Hanley, and Dee Schroeder.

5. Board Reports

No board reports were presented.

6. Council Member Comments

Council Member Breitzkreuz reminded everyone about the CERT Team classes offered by the Town of Davie that begin on September 13th. He advised that it was important for members of the community to receive this training in the event of a storm or other natural disaster. He spoke of the tropical storm that was being monitored in the Atlantic and asked that residents ensure they were prepared for any impacts. He asked that residents contact he or Town Administrator Berns if they experienced any adverse impacts from the opening of the Franklin Academy School out west. He further advised that a workshop on Recovery Residences was scheduled for September 13th at Town Hall. He responded to comments made during public comments regarding the millage, and clarified that while the millage had been held steady for many years, roads that needed to be maintained were not being addressed. Commenting on the previous Budget Workshop held on August 23, 2016, he voiced his disappointment with the lack of resident turnout. He was hopeful that more people would attend the first public hearing on the budget on September 14th.

7. Legal Comments

Town Attorney Poliakoff spoke of settlement negotiations with New Testament Baptist Church and indicated that a settlement agreement will be considered by the Town Council in the near future. He spoke of the Town's methods for the imposition and collection of Code Enforcement fines. He spoke of a recent instance in which a bank foreclosed on a property and attempted to refrain from ensuring that the Town's Code Enforcement lien was satisfied. After a lawsuit was filed a judge ruled in the Town's favor ruling that the Town's lien was not extinguished because of the forfeiture action.

8. Administration Comments

Town Administrator Berns responding to comments made during public comments regarding the grand opening of the Segadores Church on SW 210th Avenue, indicated that Davie Police has been contracted by the church to have a duty detail during normal services. He was hopeful that any traffic impacts would be relegated to their parking lot. He also advised that a late e-mail received from Broward County Emergency Management has indicated the impending storm has been downgraded.

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 - TABLED FROM JULY 28, 2016}

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

MOTION: TO APPROVE THE ORDINANCE SUBJECT TO THE RECOMMENDATIONS MADE BY THE LOCAL PLANNING AGENCY (LPA).

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CHANGE ORDER TO THE AGREEMENT WITH AMROAD, LLC IN THE AMOUNT OF FOURTEENTHOUSAND FIVE HUNDRED SIXTY DOLLARS (\$14,560), TO COMPLETE THE SW 172ND AVENUE EDGE LINE STRIPING 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 Vice Mayor McKay, seconded by Council Member Breitzkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

At 7:42 PM the following motion was made by Vice Mayor McKay, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO TEMPORARILY SUSPEND THE REGULAR TOWN COUNCIL MEETING AND RECONVENE THE LPA MEETING.

At 9:09 PM 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 ADJOURN THE LPA MEETING AND RECONVENE THE REGULAR TOWN COUNCIL MEETING.

11. Adjournment – Meeting was adjourned at 9:19 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 29th 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.