



# Southwest Ranches Town Council

**REGULAR MEETING**  
 Agenda of October 12, 2017

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
 Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Doug McKay	<b><u>Town Council</u></b> Freddy Fisikelli Gary Jablonski	<b><u>Town Administrator</u></b> Andrew D. Berns	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice Mayor</u></b> Steve Breitreuz	Denise Schroeder	<b><u>Town Financial Administrator</u></b> Martin Sherwood, CPA CGFO	<b><u>Assistant Town Administrator/Town Clerk</u></b> 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. **Proclamation - Domestic Violence Awareness Month - Karlene Chung**
4. **Proclamation - Broward Reads City**
5. **Presentation - Community Wildlife Habitat and Environmental Sustainability - Rose Bechard-Butman**
6. **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.
7. **Board Reports**
8. **Council Member Comments**
9. **Legal Comments**
10. **Administration Comments**

**Ordinance - 1st Reading**

11. **AN EMERGENCY ORDINANCE OF THE TOWN OF RANCHES, RELATING TO POST-HURRICANE IRMA DISASTER DEBRIS COLLECTION; PROVIDING FOR DECLARATION OF FINDINGS AND INTENT; PROVIDING FOR REMOVAL OF DISASTER DEBRIS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {An emergency ordinance shall**

**only require one reading pursuant to Section 4.03 of the Town Charter}**

### Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000) TO COMPLETE THE INTERCONNECT DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, IN STAUNCH OPPOSITION TO THE CITY OF PEMBROKE PINES LATEST ATTEMPT TO DE-ANNEX A PORTION OF THE TOWN OF SOUTHWEST RANCHES; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE ENTIRE BROWARD DELEGATION, THE GOVERNOR, AND TO SENATE AND HOUSE LEADERSHIP; AND PROVIDING AN EFFECTIVE DATE.

### Discussion

14. Emergency Operations Center Location Acquisition
15. Approval of Minutes
  - a. August 10, 2017 Regular Meeting
  - b. August 22, 2017 Budget Workshop Meeting
  - c. August 24, 2017 Regular Meeting
16. Adjournment

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

# PROCLAMATION

## DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2017

**WHEREAS**, the residents of Southwest Ranches are this town's most precious resource and ensuring their safety, well-being and positive development is a priority and a responsibility that we all share; and

**WHEREAS**, 1 in 3 women and 1 in 4 men have been victims of physical violence by an intimate partner within their lifetime; and

**WHEREAS**, the exposure of young children to such violence is occurring at an alarming rate; and

**WHEREAS**, the U.S. Advisory Board on Child Abuse and Neglect suggests that domestic violence may be the single major precursor to child abuse and fatalities in this country; and

**WHEREAS**, Women In Distress of Broward County, Inc. is the only nationally accredited, state-certified, full service domestic violence center, serving Broward County, through a 24-hour Crisis Intervention Hotline and Emergency Shelter, as well as offering counseling and support for victims and their children; and

**WHEREAS**, by providing individuals with education about healthy relationships, and by changing attitudes that support violence, we work to stop domestic violence for Southwest Ranches residents.

**NOW, THEREFORE**, the Mayor and Town Council do hereby proclaim the month of October 2017 as:

### DOMESTIC VIOLENCE AWARENESS MONTH

in the Town of Southwest Ranches and urge all residents to respond to and work toward ending domestic violence by supporting their communities' efforts to empower and assist victims in finding and accessing the resources they need, and by promoting awareness and prevention of domestic violence in our community.

Dated this 12th day of October, 2017

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**DOUG McKAY, MAYOR**

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# PROCLAMATION

## TOWN OF SOUTHWEST RANCHES BROWARD CITIES LITERACY PARTNERSHIP PROPOSAL

**WHEREAS**, the Broward Reads campaign is a collaborative initiative between community stakeholders including the School Board of Broward County, Broward County, and the Children’s Services Council of Broward County, the United Way of Broward County, among many other community partners; and

**WHEREAS**, the Broward Reads campaign focuses on four critical areas including school readiness, chronic absenteeism, family engagement, and preventing the summer learning loss to ensure Broward’s children are reading at grade level; and

**WHEREAS**, the Broward Reads campaign is partnering with cities within the County to demonstrate a collaborative approach to making grade level reading a priority within their community throughout all of Broward County; and

**WHEREAS**, a Broward Reads City identifies key community stakeholders that can work together to make significant improvements in early literacy; and

**WHEREAS**, a Broward Reads City commits leading public officials to support the Broward Reads Campaign; and

**WHEREAS**, a Broward Reads City commits to designating a city liaison to attending the Broward Reads Campaign for Grade Level Reading’s bi-monthly meetings; and

**WHEREAS**, we understand that ensuring children are able to read at grade level is the moral responsibility of everyone in the community.

**NOW, THEREFORE**, the Mayor and Town Council do hereby proclaim that the Town of Southwest Ranches, Florida, is a Broward Reads City committed to ensuring grade level literacy for all of its children.

Dated this 12th day of October, 2017

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**DOUG McKAY, MAYOR**

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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**

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**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 McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñoz, Assitant Town Administrator/Town Clerk  
**DATE:** 10/12/2017  
**SUBJECT:** EMergency Oridiance - ROE Debris Removal

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### **Recommendation**

Motion to approve the ordinance.

### **Strategic Priorities**

A. Sound Governance

C. Reliable Public Safety

### **Background**

Pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes, the Town of Southwest Ranches is authorized to protect the public health, safety, and welfare of its residents and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law

On September 4, 2017, Governor Rick Scott, pursuant to Executive Order 17-235, declared a State of Emergency for the State of Florida in the wake of Hurricane Irma. On September 5, 2017, President Trump declared a Federal State of Emergency in the wake of Hurricane Irma. On September 6, 2017, pursuant to the authority vested in him by Section 8-1 of the Town Code of Ordinances, Town of Southwest Ranches Administrator, Andrew Berns issued a proclamation declaring that a state of emergency exists within the Town of Southwest Ranches, in preparation for Hurricane Irma. On September 10 and September 11, 2017, the Town of Southwest Ranches, together with communities throughout the State of Florida, were

severely impacted by Hurricane Irma.

Hurricane Irma has created widespread disaster debris throughout Southwest Ranches, which poses a significant and immediate threat to health, safety and welfare of Southwest Ranches residents and the public at large. The debris caused by Hurricane Irma are within public and private communities and blocking public roads, private roads that are open to the public, and private roads, which are causing difficulties in providing emergency medical, police, and fire services. Debris blocking roads, place the residents of the Town of Southwest Ranches in jeopardy. This is an emergency condition, constituting an immediate threat to the life, health, and safety of the residents of Southwest Ranches and it is necessary to immediately combat this significant threat to the life and safety of our residents and property. It is necessary for the Town to enact this ordinance, providing the authority to clear road debris within private communities and on private roads. The Town deems it necessary to maintain safe and unobstructed roads, throughout the Town, to allow for safe passage; and

In order to facilitate the timely removal of debris from private roads, streets, and communities during this time of emergency, the Town needs right of entry and indemnification, onto private roads, streets, and communities to clear or collect disaster debris.

### **Fiscal Impact/Analysis**

It is anticipated that FEMA will cover the costs of all debris removal at 90%, while the State will cover an additional 5% of those costs. The Town will be responsible for at least 5% of debris removal costs subject to audit of expenses.

### **Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk



**ORDINANCE NO. 2018-001**

**AN EMERGENCY ORDINANCE OF THE TOWN OF RANCHES,  
RELATING TO POST-HURRICANE IRMA DISASTER DEBRIS  
COLLECTION; PROVIDING FOR DECLARATION OF FINDINGS AND  
INTENT; PROVIDING FOR REMOVAL OF DISASTER DEBRIS;  
PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes, the Town of Southwest Ranches is authorized to protect the public health, safety, and welfare of its residents and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law; and

**WHEREAS**, on September 4, 2017, Governor Rick Scott, pursuant to Executive Order 17-235, declared a State of Emergency for the State of Florida in the wake of Hurricane Irma; and

**WHEREAS**, on September 5, 2017, President Trump declared a Federal State of Emergency in the wake of Hurricane Irma; and

**WHEREAS**, on September 6, 2017, pursuant to the authority vested in him by Section 8-1 of the Town Code of Ordinances, Town of Southwest Ranches Administrator, Andrew Berns issued a proclamation declaring that a state of emergency exists within the Town of Southwest Ranches, in preparation for Hurricane Irma; and

**WHEREAS**, on September 10 and September 11, 2017, the Town of Southwest Ranches, together with communities throughout the State of Florida, were severely impacted by Hurricane Irma; and

**WHEREAS**, Hurricane Irma has created widespread disaster debris throughout Southwest Ranches, which poses a significant and immediate threat to health, safety and welfare of Southwest Ranches residents and the public at large; and

**WHEREAS**, the debris caused by Hurricane Irma are within public and private communities and blocking public roads, private roads that are open to the public, and private roads, which are causing difficulties in providing emergency medical, police, and fire services; and

**WHEREAS**, debris blocking roads, place the residents of the Town of Southwest Ranches in jeopardy; and

**WHEREAS,** this is an emergency condition, constituting an immediate threat to the life, health, and safety of the residents of Southwest Ranches and it is necessary to immediately combat this significant threat to the life and safety of our residents and property; and

**WHEREAS,** it is necessary for the Town to enact this ordinance, providing the authority to clear road debris within private communities and on private roads; and

**WHEREAS,** the Town deems it necessary to maintain safe and unobstructed roads, throughout the Town, to allow for safe passage; and

**WHEREAS,** in order to facilitate the timely removal of debris from private roads, streets, and communities during this time of emergency, the Town needs right of entry and indemnification, onto private roads, streets, and communities to clear or collect disaster debris; and

**WHEREAS,** pursuant to the authority granted by Florida Statute 166.041 and Town of Southwest Ranches Code of Ordinances Section 4.03, Southwest Ranches is authorized to adopt this emergency ordinance.

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

**Section 1:** This ordinance shall be known as the Southwest Ranches Post-Hurricane Irma Disaster Debris Recovery Ordinance.

**Section 2:** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

**Section 3: Declaration of Finding and Intent.** Southwest Ranches finds that debris from Hurricane Irma has created an immediate public health and safety threat to its residents. During an emergency, it is necessary for the Town to eliminate immediate threats to the life, health, and safety of residents, as well as ensure that the entire Town has unobstructed roadways allowing first responders to arrive timely and safely to protect residents. In order to respond to these emergency conditions, the Town must expeditiously clear debris from all roads, including roads in private communities. Removal from private roads and rights-of-way and ingress/egress easements shall be limited to necessary actions to permit emergency vehicles to provide necessary services. This is necessary to eliminate an imminent threat to the public health, safety and welfare. The Town Council of the Town of Southwest Ranches hereby authorizes the removal of debris from private roads, rights-of-ways, and ingress/egress easements in private communities to the extent set forth herein. The actions authorized herein do not permit debris removal except from the streets, rights-

of-ways, ingress/egress easements, and only to the extent necessary to clear streets for emergency vehicle travel and delivery of services essential to the public health and safety. No other property will be cleared in a private community. A valid public emergency exists justifying the need for each property owner or association to grant the Town of Southwest Ranches the right of entry onto private roads and streets to clear or collect disaster debris on or adjacent to the private road or street. By an affirmative vote of at least 4/5ths, the Town Council approves the Right of Entry Agreement attached hereto as Exhibit A, which provides indemnification to the Town and our contractors, for each property owner or association to execute, granting to the Town of Southwest Ranches the right of entry onto private roads and streets to clear or collect disaster debris on or adjacent to the private road or street to protect the health and safety of residents and employees. This right of entry shall in no way grant the Town of Southwest Ranches permanent ownership or responsibility to private roadways, private streets, or private communities. In conjunction with the right of entry, each property owner adjacent to a private road, private street, or private community association shall indemnify and hold harmless the Town of Southwest Ranches and their agents, officers, employees, volunteers, contractors, and subcontractors, from any and all claims, losses, penalties, demands, judgments, costs of suit, and attorney fees, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the work performed by any of the above pertaining to any hazard or disaster mitigation, recovery, or reconstruction management.

**Section 4: Severability.** If any one or more of the provisions of this Ordinance shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be separate from the remaining provisions, and shall in no way affect the validity of all other provisions of this Ordinance.

**Section 5: Conflict.** That all Sections or parts of Sections of the Code of Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolution, in conflict are hereby repealed to the extent of such conflict.

**Section 6: Effective Date.** This Ordinance shall be effective immediately upon its adoption.

**Section 7:** This Ordinance shall be valid until the State of Emergency affecting the Town of Southwest Ranches has ended, upon which this Ordinance is automatically repealed.

**PASSED AND ADOPTED** this 12<sup>TH</sup> day of October, 2017 on a motion

made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114457371.1



**Town of Southwest Ranches**  
**13400 Griffin Road**  
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## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 10/12/2017  
**SUBJECT:** Entering into an Agreement with the Florida Department of Environmental Protection (FDEP) for a Comprehensive Interconnect Drainage Project

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with FDEP for the design and construction of a comprehensive Interconnect Drainage Project.

### **Strategic Priorities**

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

### **Background**

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

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

of the project consisting of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, street repair and repaving, and installation of swales and grass sodding.

The specific consortium of drainage projects include the following:

- 1 . Construct catch basin adjacent to 5501 SW 136th Avenue (Holatee Trail) with associated piping and headwall structure connecting to the Central Broward Water Control District (CBWCD) S-33 Canal on the east side of Holatee Trail.
- 2 . Upgrade culverts and restoration of eastside swale along Dykes Road from Huntridge Drive to Calusa Corners Park with new underdrain and headwall connections at SW 51<sup>st</sup> Manor, SW 53<sup>rd</sup> Court, SW 54<sup>th</sup> Place and SW 56<sup>th</sup> Street. New outfalls will connect to the South Broward Drainage District (SBDD) No. 10 Canal.
3. Install catch basins and associated piping at the intersection of SW 54th Place and SW 188th Avenue, connecting westward to the South Broward Drainage District (SBDD) No. 12 Canal.
4. Grade swales and install drainage pipe to connect an existing catch basin on SW 178<sup>th</sup> Avenue and SW 46<sup>th</sup> Street to the South Broward Drainage District (SBDD) Rolling Oaks Lateral Canal.
- 5 . Install catch basins and associated piping at the SW 201<sup>st</sup> Avenue cul-de-sac, connecting to the South Broward Drainage District (SBDD) Canal.

**Fiscal Impact/Analysis**

Funds are available in the Fiscal Year 2017 approved Budget (page 147) - Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). The total project cost is anticipated to be \$400,000, of which \$340,000 will be funded by FDEP.

**Staff Contact:**

Rod Ley, P.E., Town Engineer  
Emily McCord, Community Services Manager

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	10/5/2017	Resolution
Agreement	9/26/2017	Agreement
Exhibit - Pay Request Form	9/26/2017	Exhibit



**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000) TO COMPLETE THE INTERCONNECT DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized these projects; and

**WHEREAS**, these projects are specifically named in the FY 2017-2018 Town Budget; and

**WHEREAS**, the State Legislature has graciously appropriated \$340,000 to assist the Town in completing this project; and

**WHEREAS**, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; and

**WHEREAS**, to accept the State's funds, these improvements must be completed by June 2020; and

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

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

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

**Section 2.** The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and FDEP to receive \$340,000 to complete the Town's comprehensive drainage improvements as outlined in the Agreement attached hereto as Exhibit "A".

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

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

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

Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

114441409.1

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to §215.971, Florida Statutes:

1. Project Title (Project) **Southwest Ranches Drainage Project (HB 2199)** Agreement Number **LP06012**

2. Parties **Florida Department of Environmental Protection,  
3900 Commonwealth Blvd, Tallahassee, FL 32399** (Department)

Grantee Name: **Town of Southwest Ranches** FEID: **65-1036656**  
Grantee Address: **13400 Griffen Road, Southwest Ranches, FL 33330** Entity Type: **Municipality** (Grantee)

3. Agreement Begin Date: **7/1/2017** Date of Expiration: **6/30/2020**

4. Project Number (If different from Agreement Number): Project Location(s): **Southwest Ranches**  
Project Description: **Southwest Ranches Drainage Project**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>340,000</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>1606A</b>	<b>340,000</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

<p>6. Department's Grant Manager Name: <b>Janice Simmons</b> Address: <b>3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</b> Phone: <b>850-245-2978</b> Email: <b>Janice.L.Simmons@dep.state.fl.us</b></p>	<p>Grantee's Grant Manager Name: <b>Emily McCord Aceti</b> Address: <b>13400 Griffin Road Southwest Ranches, FL 33330</b> Phone: <b>(954) 343-7453</b> Email: <b>eaceti@swranches.org</b></p>
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7. The parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement is being executed by the parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.**

9. **Town of Southwest Ranches**

**GRANTEE**

Grantee Name

By

*(Authorized Signature)*

Date Signed

**Andrew D. Berns, Town Administrator**

Printed Name and Title of Person

Signing

10.

**Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

**Janice Simmons, Government Operation Consultant II**

Printed Name and Title of Person

Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
  - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - ii. Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

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## 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

## 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

## 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

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## **8. Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:  
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. **Taxes.** The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. **Interim Payments.** Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. **Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

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the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
  - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

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**11. Retainage.**

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee’s failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department’s intent to withhold retainage. Grantee’s failure to rectify the identified deficiency within the timeframe stated in the Department’s notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
  - i. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual’s claim and \$300,000 each occurrence.
  - ii. Workers’ Compensation and Employer’s Liability Coverage.  
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S., and employer’s liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
  - iii. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
  - iv. Other Insurance.  
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman’s and Harbor Worker’s, or the inclusion of any applicable rider to worker’s compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties’ insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

### **13. Termination.**

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

### **14. Notice of Default.**

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

### **15. Events of Default.**

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
  - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.



- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

## 28. Conflict of Interest.

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

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of the Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

**37. Prohibited Local Government Construction Preferences.**

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

**38. Prohibited Governmental Actions for Public Works Projects.**

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
  - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
  - ii. Provide employees a specified type, amount, or rate of employee benefits;
  - iii. Control, limit, or expand staffing; or
  - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT AGREEMENT  
SPECIAL TERMS AND CONDITIONS  
AGREEMENT # LP06012**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Southwest Ranches Drainage Project. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period.  
The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Costs Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

**5. Match Requirements.**

There is no match required on the part of the Grantee under this Agreement.

**6. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**7. Additional Lobbying Requirements for Federally-Funded Agreements**

This Agreement is not federally funded.

**8. Miscellaneous Contract Terms.**

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. State-owned land.

The work will not be performed on State-owned land.

d. Office of Policy and Budget Reporting.

Additional Requirements for Projects with Specific Line Item Appropriations. The Grantee will identify the expected return on investment for this project and provide this information to the Governor’s Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee’s project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

**9. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO. LP06012**

**ATTACHMENT 3**

**PROJECT TITLE:** Southwest Ranches Drainage Project

**PROJECT LOCATION:** The project is located in the Town of Southwest Ranches (Grantee) in southwest Broward County, Florida. The overall project boundary is within the coordinates of: northwest corner (26°03'39.42"N, 80°25'04.52"W), southwest corner (26°02'58.29"N, 80°25'04.70"W), Northeast corner (26°03'47.60"N, 80°19'47.92"W), and southeast corner (26°02'46.93"N, 80°19'45.86"W).

**PROJECT BACKGROUND:** The Grantee has a comprehensive drainage project in their Capital Improvement Element, which is shown on the Grantee's Tertiary Drainage Plan (TDP), which has been approved and prioritized by the Drainage and Infrastructure Advisory Board.

**PROJECT DESCRIPTION:** The project will remove flood waters from roadways in the heavily traveled area of Southwest Ranches. It will provide critical drainage capacity and conveyance for storm-water runoff, thereby reducing roadway flooding and the frequency of property damage and personal injury to motorists and pedestrians. This project includes new drainage pipe, drainage swales, catch basins and outfalls.

The project includes the following:

- Construct catch basin adjacent to 5501 SW 136th Avenue (Holatee Trail) with associated piping and headwall structure connecting to the Central Broward Water Control District S-33 Canal on the east side of Holatee Trail.
- Upgrade culverts and restoration of eastside swale along Dykes Road from Huntridge Drive to Calusa Corners Park with new underdrain and headwall connections at SW 51<sup>st</sup> Manor, SW 53<sup>rd</sup> Court, SW 54<sup>th</sup> Place and SW 56<sup>th</sup> Street. New outfalls will connect to the South Broward Drainage District No. 10 Canal.
- Install catch basins and associated piping at the intersection of SW 54th Place and SW 188th Avenue, connecting westward to the South Broward Drainage District No. 12 Canal.
- Grade swales and install drainage pipe to connect an existing catch basin on SW 178<sup>th</sup> Avenue and SW 46<sup>th</sup> Street to the South Broward Drainage District Rolling Oaks Lateral Canal.
- Install catch basins and associated piping at the SW 201<sup>st</sup> Avenue cul-de-sac, connecting to the South Broward Drainage District Canal.

**TASKS and DELIVERABLES:**

**Task 1: Preconstruction Activities**

**Task Description:** The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the surveying and design and obtain all necessary permits for construction of the project. The Grantee will submit documentation of the preconstruction activities, as described below.

**Deliverables:** Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating % of design completion representing time period covered in the payment request, 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

**Performance Standard:** The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### **Task 2: Bidding and Contractor Selection**

**Task Description:** The Grantee will subcontract the construction of the Southwest Ranches Drainage Project with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

**Deliverables:** Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents, if applicable; 3) electronic copy of bid package; 4) written notice of selected contractor; and 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables..

### **Task 3: Project Management**

**Task Description:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables:** Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.



**Task 4: Construction**

**Task Description:** The Grantee will construct the project consisting of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding, etc.in accordance with the construction contract documents.

**Deliverables:** Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor’s Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.

**Performance Standard:** The Department’s Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee’s construction contract documents.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	<b>Pre-Construction Activities</b>	Contractual Services	\$53,000	10/1/2017	06/30/2019
2	<b>Bidding and Contractor Selection</b>	Contractual Services	\$5,000	5/30/2018	06/30/2019
3	<b>Project Management</b>	Contractual Services	\$10,000	10/15/2018	06/30/2019
4	<b>Construction</b>	Contractual Services	\$272,000	10/15/2018	06/30/2019
Total:			\$340,000		

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## DEPARTMENT OF ENVIRONMENTAL PROTECTION

### Public Records Requirements

#### Attachment 4

##### 1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

##### 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF  
PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public  
Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

## ATTACHMENT 5

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcoming/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

By Mail:

**Audit Director**

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

By Mail:

**Audit Director**

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

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

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**EXHIBIT – 1**

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

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$340,000	140047

Total Award					\$340,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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**EXHIBIT A**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	LP06012		
<b>Grantee Name:</b>	Town of Southwest Ranches		
<b>Grantee Address:</b>	13400 Griffin Road, Southwest Ranches, FL 33330		
<b>Grantee's Grant Manager:</b>	Emily McCord Aceti	<b>Telephone No.:</b>	(954) 343-7453
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>	LP06012		
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06012 and accurately reflects the activities associated with the project.

---

Signature of Grantee's Grant Manager

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Date

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**EXHIBIT D  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. \_\_\_\_\_ Agreement Effective Dates: \_\_\_\_\_

Grantee: \_\_\_\_\_  
(Name & Mailing Address) \_\_\_\_\_

Grantee's Grant Manager \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_ Date of Request: \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$			\$	
<b>LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:</b>	\$			\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$			\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

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## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in ***Check all that apply:***
  - All permits and approvals required for the construction, which is underway, have been obtained.
  - Construction up to the point of this disbursement is in compliance with the construction plans and permits.
  - The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

\_\_\_\_\_  
Grantee's Grant Manager's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"PREVIOUS PAYMENT REQUESTS" COLUMN:** Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT – PART II**

**REIMBURSEMENT DETAIL**

<b>Grantee Name:</b>		<b>Payment Request No.:</b>					
<b>DEP Agreement No.:</b>							
<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Amount (1)</b>	<b>Local Share or Other Funding or Amount Not Requested (2)</b>	<b>Requested Amount (3)</b>	<b>Check Number</b>	<b>Task/Deliverable Number (4)</b>
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
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				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
<b>Totals:</b>				\$ -	\$ -		

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Beaches**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

**Remit Payment Request by E-mail to:** [Janice.L.Simmons@dep.state.fl.us](mailto:Janice.L.Simmons@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

Cc: Department's Grant/Project Manager

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb\_1

*Attachments:*

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Janice Simmons 850-245-2978**  
[Janice.L.Simmons@dep.state.fl.us](mailto:Janice.L.Simmons@dep.state.fl.us)

**EXHIBIT D  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. \_\_\_\_\_ Agreement Effective Dates: \_\_\_\_\_

Grantee: \_\_\_\_\_  
(Name & Mailing Address)

Grantee's Grant Manager \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_ Date of Request: \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$			\$	
<b>LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:</b>	\$			\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$			\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

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## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

**Check all that apply:**

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

\_\_\_\_\_  
Grantee's Grant Manager's Signature

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL*

**"PREVIOUS PAYMENT REQUESTS" COLUMN:** Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT – PART II**

**REIMBURSEMENT DETAIL**

Grantee Name:						Payment Request No.:		
DEP Agreement No.:								
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)	
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
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				\$ -	\$ -			
				\$ -	\$ -			
<b>Totals:</b>				\$ -	\$ -			

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Beaches**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

**Remit Payment Request by E-mail to:** [Janice.L.Simmons@dep.state.fl.us](mailto:Janice.L.Simmons@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

Cc: Department's Grant/Project Manager

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb\_1

*Attachments:*

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Janice Simmons 850-245-2978**  
[Janice.L.Simmons@dep.state.fl.us](mailto:Janice.L.Simmons@dep.state.fl.us)





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

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

**Town Council**  
**Doug McKay, Mayor**  
**Steve Breitkreuz, Vice Mayor**  
**Freddy Fisikelli, Council Member**  
**Gary Jablonski, Council Member**  
**Denise Schroeder, 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 McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Keith Poliakoff  
**DATE:** 10/12/2017  
**SUBJECT:** Opposition to Pembroke Pines Annexation Efforts

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### **Recommendation**

Motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

### **Background**

Since 1997 the City of Pembroke Pines has continuously attempted to annex portions the Town of Southwest Ranches. In its latest attempt, the Pines has submitted an annexation bill to deannex approximately 40 acres in the Town that the City purchased to resolve an inverse condemnation action filed by the then property owners against the City for blocking access to their property. Akin to prior attempts, the Town believes that the City of Pembroke Pines will next attempt to use this legislation as vehicle to annex other lands within the Town.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description	Upload Date	Type
Opposition to Pines Deannexation Efforts - TA Approved	10/12/2017	Resolution

**RESOLUTION NO. 2018-002**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, IN STAUNCH OPPOSITION TO THE CITY OF PEMBROKE PINES LATEST ATTEMPT TO DE-ANNEX A PORTION OF THE TOWN OF SOUTHWEST RANCHES; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE ENTIRE BROWARD DELEGATION, THE GOVERNOR, AND TO SENATE AND HOUSE LEADERSHIP; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, since 1997 the City of Pembroke Pines has continuously attempted to annex portions the Town of Southwest Ranches; and

**WHEREAS**, in its latest attempt, the City of Pembroke Pines has submitted an annexation bill to deannex approximately 40 acres in the Town that the City purchased to resolve an inverse condemnation action filed by the then property owners against the City for blocking access to their property; and

**WHEREAS**, akin to prior attempts, the Town believes that the City of Pembroke Pines will next attempt to use this legislation as vehicle to annex other lands within the Town; and

**WHEREAS**, as recently as its November 14, 2016 City Commission Meeting, the City of Pembroke Pines City Attorney specifically mentioned the City's plan to buy up the entire Town; and

**WHEREAS**, after the City of Pembroke Pines' 1997 failed attempt to annex the Town, the Broward Delegation set a formal policy that no annexations/de-annexations shall occur without the approval of both governmental agencies; and

**WHEREAS**, in consideration of this policy, the Town of Southwest Ranches would like to make it adamantly clear that it is in staunch opposition to any efforts by the City of Pembroke Pines to de-annex any portion of the Town of Southwest Ranches;

**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 opposes any and all efforts by the City of Pembroke Pines, or otherwise, to de-annex any lands within the Town of Southwest Ranches.

**Section 3:** The Town Clerk is hereby directed to provide a copy of this Resolution to the entire Broward Delegation, the Governor, and to Senate and House Leadership.

**Section 4: Severability.** If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 5:** This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this 12th day of October, 2017, on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

114459538.1

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

August 10, 2017

13400 Griffin Road

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Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Gary Jablonski

Council Member Freddy Fisikelli

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

**MOTION:** TO MOVE ITEM 10 TO THE BEGINNING OF THE AGENDA.

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE EFFORTS OF THE FLORIDA DON'T TEXT AND DRIVE COALITION BY URGING THE FLORIDA LEGISLATURE TO MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**3. Public Comment**

No members of the public addressed the Town Council.

**4. Board Reports**

None were presented.

**5. Council Member Comments**

Vice Mayor Breitkreuz advised at the next Town Council Meeting there would be a discussion item concerning commercial businesses in Town.

Council Member Jablonski reminded everyone about the Bingo at the Barn event which would be held on the 12<sup>th</sup> of August. On August 24<sup>th</sup>, the Department of Motor Vehicles FLOW program would be on hand to assist with license renewals and other services. On August 25<sup>th</sup>, the SEAB would be participating in a Food Truck event at Hawks Bluff Elementary School to raise funds for the scholarship fund. He reminded everyone about the Budget Workshop on Tuesday, August 22<sup>nd</sup>. He distributed a handout that staff compiled which compared ad valorem revenue between residential and commercial uses per acre which appeared to show a minimal difference between the two categories. He felt that it was important to keep that in mind when considering rezoning residential property to commercial property. Council Member Schroeder felt that vacant properties in the Town brought in virtually no ad valorem revenue. Since no developers have brought forth any plans to develop these vacant properties, perhaps an opportunity existed to allow some commercial development which would generate revenue. Mayor McKay opined that in addition to ad valorem revenue other fees such as permit fees would be generated from commercial construction. Vice Mayor Breitkreuz felt that those fees would be one time fees and therefore not a significant source of revenue. He felt that the analysis performed was a good reminder that the Town exists to preserve the rural lifestyle and therefore there is no reason to do anything else.

Mayor McKay announced that in preparation for the August 22<sup>nd</sup> Budget Workshop he wished to meet with the Chief Bennet to discuss the Volunteer Fire Rescue Department and its operations. Also, he wished to find savings in the budget to identify funds that can be allocated for a future permanent building for the Volunteer Fire Rescue Department.

## **6. Legal Comments**

Town Attorney Poliakoff indicated that the Motion for Summary Judgement was denied in the Pines case and therefore the case will be going to trial.

## **7. Administration Comments**

Town Administrator Berns offered no comments.

### Ordinance – 2<sup>nd</sup> Reading

**8.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING ORDINANCE NO. 2017-03's PROHIBITION OF CANNABIS-RELATED USES IN THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on 1st Reading - July 27, 2017}

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

**MOTION:** TO APPROVE THE ORDINANCE.

## Resolutions

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH AMROAD LLC IN THE AMOUNT OF THIRTY-FOUR THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND EIGHT CENTS (\$34,267.08), TO COMPLETE THE SW 166TH AVENUE STRIPING PROJECT AND THE HANCOCK ROAD STRIPING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION SUBJECT TO THE CORRECTED AGREEMENT PRICE OF \$34,267.08.

**11.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE ZONING IN PROGRESS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES, AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii); ADDING INTO THE ZONING IN PROGRESS THE INSTALLTION OF FIBER FOR BACKHAUL, WITHIN THE TOWN'S RIGHTS-OF-WAY; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS UNTIL THE EARLIER OF THE DATE THE TOWN ADOPTS ITS CODE REVISIONS OR DECEMBER 31, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

## **12. Approval of Minutes**

- a. June 22, 2017 Regular Meeting
- b. June 29, 2017 Special Meeting
- c. July 13, 2017 Regular Meeting

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

**MOTION:** TO APPROVE THE MINUTES.

**13. Adjournment - Meeting was adjourned at 7:43 p.m.**

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 12th day of October, 2017.*

---

*Doug McKay, 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.



**BUDGET WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

August 22, 2017

13400 Griffin Road

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Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Gary Jablonski

Council Member Freddy Fisikelli

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Budget Workshop Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Presentation – Proposed Fiscal Year 2017-2018 Budget**

Mayor McKay welcomed those in attendance and turned the meeting over to Town Administrator Berns who provided an overview of the budget process this year. He advised that Town Financial Administrator Martin Sherwood would provide a presentation based on the budget book previously provided. He explained that the budget book was a “wish list” and the final budget would be different than that which was proposed. The “wish list” as proposed would represent a .29 mill increase in the millage rate over Fiscal Year 2017. Additionally, he explained that a list of projects and their associated costs and millage impacts was provided to Council so that Council could identify which projects could be reduced, or eliminated to find the .29 in millage savings and derive a balanced budget with the same millage rate assessed for Fiscal Year 2017.

Town Financial Administrator Sherwood summarized the proposed Fiscal Year 2018 budget via a PowerPoint presentation. He sought direction from the Town Council.

Vice Mayor Breitzkreuz distributed an analysis of calls for fire service received by the Davie Fire Rescue Department. The summary of his findings illustrated the majority of calls for service in the western portion of Town were not meeting the national standard for response times of 4 minutes or less. In fact, there were a significant number of calls that exceeded 8 minutes for response times. He believed that for this reason it was “inconceivable” to reduce coverage or service out west. He believed that the fire station needed to be moved further west to help reduce response times. He also believed that the dual coverage of the Davie Fire Rescue Department and the Volunteer Fire Rescue Department was critical to providing service in Town. The remainder of the Town Council indicated their support for the Volunteer Fire Rescue Department, but operational issues were discussed such as the new Engine 82 mechanical issues, number of radios, and breathing apparatus.

With the operational issues of the Volunteer Fire Rescue Department discussed, the Town Council discussed the list of projects submitted by Town Administrator Berns. The Town Council gave direction to postpone the parking lot safety improvement which would save \$98,425. Further projects that were delayed or reduced included park equipment at Sunshine Ranches Equestrian Park Playground Rehab, Country Estates Park Perimeter Fencing, Pavement Striping and Marking, TSDOR, Comprehensive Plan Update, PROS Playground Equipment Maintenance Services, Information Technology Replacement Program, Town Hall Exterior Painting, and Stormwater Master Plan.

Town Financial Administrator Sherwood summarized the direction given by Town Council. He advised that the cuts from the project list provided a savings of \$402,266 to the proposed budget which provided a \$14,979 buffer from the amount needed to retain the Fiscal Year 2017 millage rate of 4.4629. He advised that staff would be ready to discuss any further issues at the First Public Hearing of the budget on September 13<sup>th</sup>.

**4.** Adjournment - Meeting was adjourned at 9:55 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 12th day of October, 2017.*

---

*Doug McKay, 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.

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

August 24, 2017

13400 Griffin Road

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Present:

Mayor Doug McKay

Russell Muñiz, Assistant Town Administrator/Town Clerk

Vice Mayor Steve Breitzkreuz

Martin D. Sherwood, Town Financial Administrator

Council Member Freddy Fisikelli

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Council Member Denise Schroeder

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 McKay at 7:07 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Public Comment**

The following members of the public addressed the Town Council: Delsa Edmonson, Newell Hollingsworth, David Kuczynski, Jeff Spear, Barry Neunzig, John Eastman, and Bob Hartmann.

**4. Board Reports**

None were presented.

**5. Council Member Comments**

Vice Mayor Breitzkreuz appreciated Administration's efforts regarding the transition of solid waste providers. Addressing comments made during public comment, he felt that FPL needed to do a better job Town-wide of tree maintenance.

Council Member Jablonski advised that on August 25<sup>th</sup>, the Schools and Education Advisory Board would be holding a food truck fundraiser at the Sunshine Ranches Equestrian Park in conjunction with Hawks Bluff Elementary School.

Mayor McKay indicated he wished to discuss the Southwest Ranches Volunteer Fire Rescue Department By-Laws in the near future.

**6. Legal Comments**

Town Attorney Poliakoff advised that the Sun-Bergeron Joint Venture was placed on notice of their breach of the contract. He indicated that LGL F/K/A as Sun has indicated that they will be walking away from the contract effective September 30<sup>th</sup> and now the Town was waiting to hear from Bergeron. Bergeron has indicated that they did not agree and wished to try to work with the Town and their partner to cure the breach. He assured the residents that the Town was taking this matter through the legal channels and as Vice Mayor Breitzkreuz previously indicated, a new service provider for collection would begin on October 1<sup>st</sup>.

**7. Administration Comments**

None.

Discussion

**8.** Code Enforcement Commercial Use - Robert Solera, Community Development Director Mr. Solera gave a PowerPoint presentation which illustrated the impacts of commercial businesses on the rural lifestyle. Some of these impacts included increased traffic, staging of vehicles, business waste placed with residential waste, and mulching operations. After public comment and Town Council discussion, direction was given to add to the list of prospective proactive enforcement: mulching operations, and a restriction of no more than 3 commercial vehicles parked at a residence. Community Development Director Solera was directed to bring back a final list of proactive code enforcement activities for Town Council approval at a future meeting.

**9. Approval of Minutes**

- a. July 27, 2017 Regular Meeting
- b. August 2, 2017 Special Meeting

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

**MOTION:** TO APPROVE THE MINUTES.

**10. Adjournment** - Meeting was adjourned at 8:40 p.m.

*Respectfully submitted:*

\_\_\_\_\_  
*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 12th day of October, 2017.*

\_\_\_\_\_  
*Doug McKay, 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.