



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 19, 2020

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Steve Breitreuz	Bob Hartmann Jim Allbritton Gary Jablonski David Kuczenski	Andrew D. Berns <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> 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. **Selection of Vice Mayor**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER
_____ AS THE NEW VICE MAYOR OF THE TOWN
OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.**

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

Ordinance - 1st Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES,
FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL
IMPROVEMENTS FOR FISCAL YEARS 2021-2025 PURSUANT TO
CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**

EFFECTIVE DATE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH R & D ELECTRIC, INC. IN THE AMOUNT OF ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$133,500.00) TO PURCHASE AND TO INSTALL A GENERATOR AT THE SOUTHWEST RANCHES FIRE STATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5950 ASAD COURT, 13590 STIRLING ROAD, 5850 ASAD DRIVE, AND 5900 ASAD WAY, FOUR SINGLE FAMILY HOMES LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A NEWLY REVISED FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; REPEALING AND REPLACING THE INITIAL FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT APPROVED BY THE TOWN COUNCIL ON MARCH 12, 2020 PURSUANT TO RESOLUTION R-2020-030 ADOPTED ON MARCH 12, 2020; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN ECONOMIC HARDSHIP GRANT FOR THOSE AGRICULTURAL PROPERTY OWNERS FINANCIALLY IMPACTED BY THE MOST RECENT FIRE ASSESSMENT ON AGRICULTURAL STRUCTURES; PROVIDING FOR THE ECONOMIC HARDSHIP GRANT PROCESS; PROVIDING FOR A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

15. Significant Rainfall Planning and Response - Mayor Breitkreuz
16. Approval of Minutes
 - a. September 14, 2020 Regular Meeting

17. Adjournment

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

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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Council Member
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, 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 Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/19/2020
SUBJECT: Appointment of New Vice Mayor

Recommendation

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

Strategic Priorities

A. Sound Governance

Background

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Appointment of Vice Mayor Reso - TA Approved	11/12/2020	Resolution

RESOLUTION NO. 2021 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town's electorate amended Section 2.03 of the Town's Charter to provide for the annual appointment of the Town's Vice Mayor; and

WHEREAS, on November 7, 2006 the Town's electorate further amended Section 2.03 of the Town's Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

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 appoints Council Member _____ as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 19th day of November 2020, on a motion by _____

and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37741720.1



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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/19/2020
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital

improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Assistant Town Planner

Emily McCord Aceti, Community Services Manager

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

ATTACHMENTS:

Description	Upload Date	Type
CIE Update Ordinance - TA Approved	11/12/2020	Resolution
Capital Improvement Element GOPS	10/16/2020	Exhibit
Five Year CIE - Support Document	10/16/2020	Exhibit

ORDINANCE 2021 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2021-2025 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on November 19, 2020 and recommends the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Five-Year Schedule of Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this 19th day of November, 2020 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ____ day of _____, 2020 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

37741531.1

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

{9J-5.016(3)(a)}

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5)}

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c

- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7}

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2}

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7}

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be 100 percent of gross capacity (with re-locatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five-year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long-Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Evaluate the public benefits of annexing lands into the Town.
3. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
4. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
5. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
6. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
7. Encourage enforcement of the Town's current land development regulations.
8. Analyze the 2010 Census data, and evaluate the Comprehensive Plan to reflect new data.
9. Develop and maintain a tertiary drainage plan for all the areas within our Town.
10. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.
11. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.
14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.
15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

						(mill=TBD)		(mill=TBD)		(mill=TBD)	
	<u>Guardrails Installation Project</u>	390,000	NF	390,000	NF	205,000	NF	205,000	NF	-	NF
	<u>Street Lighting</u>	-	-	25,000	TFB	201,000	NF	196,000	NF	-	422,000
	-										
	PROJECT TOTALS	\$3,040,051		\$2,295,575		\$2,585,906		\$2,702,131		\$7,909,331	\$18,532,994

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>STx</u>	<u>Mobility Advancement Program/Transportation Surtax</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

PROPOSED FY 2020-2021 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2021-2025): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two-lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 2020/21 – 2024/25
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2020/21 – 2024/25

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The July 14, 2020 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference. The December 30, 2014 Cooper City 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY 2020/21 – 2024/25 is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long-term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS for each public elementary, middle, and high school within Broward County is as follows:

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The adopted LOS will be met within the short and long-range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational

Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY 2020/21 – 2024/25 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second

issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five-year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long-Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital

improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2021 - FY 2025

Department Name	Project Name	FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		Total
<u>Public Safety/</u> <u>General Fund &</u> <u>Capital Projects</u> <u>Fund</u>	<u>Fire Wells Replacement and Installation</u>	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	<u>Fire Safety Modular Protective Awnings</u>	19,500	GF-FB	-		-		-		-		19,500
	<u>Emergency Operations Center</u>	-		-		-		-		5,400,000	NF	5,400,000
	-											
<u>Town wide /</u> <u>Capital Projects</u> <u>Fund</u>	<u>TH Complex Safety, Drainage, Mitigation Improvements</u>	180,000	G	-		-		-		-		180,000
	-											
	<u>Frontier Trails Conservation Area</u>	60,000	CIP-FB	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,939,650
	<u>PROS Playground Surfacing Conversion</u>	154,160	NF	120,904	NF	26,775	NF	-		-		301,839
<u>Parks,</u> <u>Recreation &</u> <u>Open Space/</u> <u>Capital Projects</u> <u>Fund</u>	<u>Country Estates Park</u>	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	<u>PROS Entranceway Signage</u>	60,000	NF	40,000	NF	-		-		-		100,000
	<u>Calusa Corners Park</u>	50,000	NF	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	<u>Southwest Meadows Sanctuary Park</u>	50,000	NF	518,406	NF	518,406	NF	518,406	NF	518,406	NF	2,123,624
	<u>Sunshine Ranches Equestrian Park Playground Rehabilitation</u>	32,125	NF	-		-		-		-		32,125
	<u>Country Estates Park Ballfield Improvement</u>	31,726	NF	-		-		-		-		31,726
	-											
	<u>Drainage Improvement Projects</u>	882,685	G, TFB GF Tfr	92,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	138,000	NF	1,388,685
<u>Public Works:</u> <u>Engineering/</u> <u>Transportation</u> <u>Fund</u>	<u>Drainage Improvement Surtax Projects</u>	53,160	STx	-		-		-		-		53,160
	<u>Pavement Striping and Markers</u>	26,735	GF Tfr	33,265	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	210,000
	<u>Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)</u>	869,960	NF	450,000	STx +GF- Tfr (mill)=TBD)	450,000	STx +GF- Tfr (mill)=TBD)	450,000	STx +GF- Tfr (mill)=TBD)	450,000	STx +GF- Tfr (mill)=TBD)	2,669,960

	<u>Guardrails Installation Project</u>	390,000	NF	390,000	NF	205,000	NF	205,000	NF	-	NF	1,190,000
	<u>Street Lighting</u>	-	-	25,000	TBF	201,000	NF	196,000	NF	-	-	422,000
-												
PROJECT TOTALS		\$3,040,051		\$2,295,575		\$2,585,906		\$2,702,131		\$7,909,331		\$18,532,994

Funding Source Code	Funding Source Name
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>STx</u>	<u>Mobility Advancement Program/Transportation Surtax</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Council Member
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, 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 Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/19/2020
SUBJECT: Approving Agreement with R & D Electric Inc. for the Hazard Mitigation Grant Program Funded Fire Station Generator

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

The Town of Southwest Ranches has one centrally located fire station at 17220 Griffin Road. It is not equipped with a generator. The 2,880-square foot station houses two departments: Station 112 (Davie Fire Rescue) and Station 82 (Southwest Ranches Volunteer Fire Rescue). Therefore, the Town applied for and was awarded a HMGP grant from FEMA to purchase and install a generator for the fire station.

CPZ Architects developed the plans and specifications for this project. On August 12, 2020, the Town advertised IFB No. 20-013 for the purchase and installation a stationary emergency standby 150kw generator, automatic transfer switch and a high velocity hurricane zone style

enclosure. On September 18, 2020, the Town received five (5) bids.

Vendor	Amount
R & D Electric Inc.	\$ 133,500.00
Cruz Electrical Corp. (OAC Action Construction Inc)	\$ 144,250.00
Bejar Construction Inc.	\$ 147,511.00
Zabatt Engine Services, Inc. DBA Zabatt Power Systems, Inc.	\$ 157,790.00
Vercetti Enterprises, LLC	\$ 205,222.99

After reviewing the bids, it was determined R & D Electric Inc. submitted the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code.

Fiscal Impact/Analysis

The Town budgeted \$148,000 in FY 2020 budget (PS Fire Admin Machinery and Equipment: Account 001-3100-522-64100) to cover all expenses to place the generator in service. The Town was awarded a HMGP grant from FEMA during FY 2020. The grant will pay for 75% of the costs, up to \$105,750. The Town will be responsible for a 25% match (or \$35,250) plus initial start-up costs of \$7,000 comprising mainly of diesel fuel totaling \$42,250 which will be funded from restricted General Fund Fire Control Fund Balance. As of September 30, 2020 (FY 2020), \$8,750 of the portion of Town match was incurred for design, drawings and bid assistance therefore leaving \$33,500 to carryover to FY 2021 along with the grant award of \$105,750 totaling \$139,250.

As per grant requirements, the project must be complete by June 2021.

Staff Contact:

Emily Aceti, Community Services Manager

Rod Ley, P.E., Public Works Director

Venessa Redman, Senior Budget and Procurement Officer

Martin Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Fire Station Generator Reso - TA Approved	11/12/2020	Resolution
Exhibit - R & D Bid	10/19/2020	Exhibit
Agreement	10/22/2020	Agreement

RESOLUTION 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH R & D ELECTRIC, INC. IN THE AMOUNT OF ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$133,500.00) TO PURCHASE AND TO INSTALL A GENERATOR AT THE SOUTHWEST RANCHES FIRE STATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches fire station, located at 17220 Griffin Road, is not equipped with a generator; and

WHEREAS, the Town of Southwest Ranches applied for and was awarded Hazard Mitigation Grant Program funding from FEMA in the amount of One Hundred Five Thousand Seven Hundred Fifty Dollars and Zero Cents (\$105,750.00) with a twenty-five percent (25%) match to purchase and to install a generator at the fire station; and

WHEREAS, pursuant to Resolution 2019-053 adopted on August 22, 2019, the Town entered into an agreement with FEMA and as per grant requirements, the project must be completed before June 30, 2021; and

WHEREAS, the Town budgeted One Hundred Forty-Eight Thousand Dollars and Zero Cents (\$148,000.00) for this project in the FY 2019-2020 Budget (PS Fire Admin Machinery and Equipment: Account 001-3100-522-64100) and has carried over the remaining funds to FY 2020-2021 for these improvements; and

WHEREAS, on August 12, 2020, the Town advertised IFB No. 20-013 for the purchase and installation of a stationary emergency standby 150kw generator, automatic transfer switch and a high velocity hurricane zone style enclosure; and

WHEREAS, on September 18, 2020, the Town received five (5) bids; and

WHEREAS, it was determined that the bid received from R & D Electric Inc. of One Hundred Thirty-Three Thousand Five Hundred Dollars and Zero Cents (\$133,500.00) is the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, the Town Council believes that entering into an agreement with R & D Electric Inc. for these services is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves an agreement with R & D Electric Inc. in the amount of One Hundred Thirty-Three Thousand Five Hundred Dollars and Zero Cents (\$133,500.00) for the improvements in substantially the same form as that attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this 19th day of November 2020 on a motion by

_____ and seconded by _____.

Breitkreuz _____

Hartmann _____

Albritton _____

Jablonski _____

Kuczenski _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

[Signatures on Next Page]

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

#37741607

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**ELECTRICAL ENGINEERS
ELECTRICAL CONTRACTORS**

7447 NW 48th Street
Miami, Florida 33166
Phone: (305)-403-7841
Fax: (305)-403-7842
EC#13001534

Town of Southwest Ranches Fire Station Generator IFB NO. 20-013

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

PROPOSER INFORMATION
[Please print clearly]

NAME: R & D Electric, Inc.

ADDRESS: 7447 NW 48th St., Miami, FL 33166

FEIN: 61-1428335

LICENSE NUMBER: ELC13001534 STATE OR COUNTY: Florida

LICENSE TYPE: Electrical Contractor
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: N/A
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: Rafael Echarri

BIDDER'S SIGNATURE: 

BIDDER'S NAME: R & D Electric, Inc.

BIDDER'S ADDRESS: 7447 NW 48th St., Miami, FL 33166

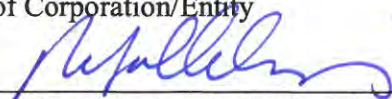
BIDDER'S PHONE NUMBER: Office: 305-403-7841 Cell: 305-303-6450

BIDDER'S EMAIL ADDRESS: rafael@rdelectricinc.com

By: Rafael Echarri

R & D Electric, Inc.
Name of Corporation/Entity

7447 NW 48th St., Miami, FL 33166
Address of Corporation/Entity


Signature of President or Authorized Principal

By: Rafael Echarri

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

Proposal Schedule

Appendix

"A"

APPENDIX A- PROPOSAL SCHEDULE

[illegible]

\$ 133,500.00

Page 38 of 191

Disclosure of Ownership Interest

Appendix

“B”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX B- DISCLOSURE OF OWNERSHIP INTEREST

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA
COUNTY OF Miami Dade

BEFORE ME, the undersigned authority, this day personally appeared Rafael Echarri, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or
☒ the President of R & D Electric, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:
7447 NW 48th Street, Miami, FL 33166

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.


4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013


6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFLIANT SAYETH NAUGHT.



Rafael Echarri, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 18 day of September, 2020, by Rafael Echarri, [X] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Notary Public

Maribel Martinez
(Print Notary Name)
State of Florida at Large
My Commission Expires:



Disclosure of Ownership Interests

[illegible]

Drug Free Workplace Appendix “C”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX C- DRUG FREE WORKPLACE

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

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

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

BIDDER'S SIGNATURE: _____



BIDDER: _____ R & D Electric, Inc

Sworn Statement Pursuant to
Section 287.133(3) (a)
Florida Statutes of Public Entity Crimes
Appendix
“D”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX D
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Southwest Ranches

by Rafael Echarri

for R & D Electric, Inc.

whose business address is 7447 NW 48th St., Miami, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 61-1428335

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

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

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

By: 

Rafael Echarri
(Printed Name)

President
(Title)

Sworn to and subscribed before me this 18 day of Sept, 20 20

Personally known x

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida


Notary Signature



MARIBEL MARTINEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG969914
Expires 6/6/2024

My Commission Expires 6-6-2024

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

Non-Collusion Affidavit
Appendix
“E”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

**APPENDIX E
NON-COLLUSION AFFIDAVIT**

State of Florida)
) ss:
County of Miami Dade)

Rafael Echarri being first duly sworn deposes and says that:

- (1) He/She is the President (Owner, Partner, Officer, Representative or Agent) of R & D Electric, Inc. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

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Certificate of Authority
Corporation
Appendix
“G”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

***APPENDIX G**
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
) ss:
County of Miami Dade)

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

“RESOLVED, that Rafael Echarri, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, September 18th, 2020, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this 18 day of September, 2020.


Secretary:

(SEAL)

BIDDER: R & D Electric, Inc.

Bid Bond Appendix “J”



Surety Bond Seal Addendum

Great American Insurance Company

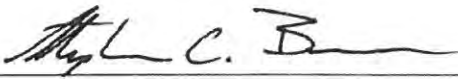
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

Stephen C. Beraha, Assistant Vice President

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX J- BID BOND

Bond No. N/A

BID BOND

State of Florida)
) ss:
County of Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS, that we,

R & D Electric, Inc., as Principal, and Great American Insurance Company

, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of Five percent of total amount bid Dollars (\$ 5% of total amount bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 9, 2020 for

" IFB 20-013 - FIRE STATION GENERATOR"

NOW, THEREFORE,


- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 9th day of September, 2020, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

BIDDER: R & D Electric, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

By: 
Title: President

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

7447 NW 48th Street
(Business Address)

Miami, FL 33166
(City/State/Zip)

305-403-7841
(Business Phone)

SURETY: Great American Insurance Company

By: 
Warren M. Alter, Attorney-in-Fact

(SEAL)

301 E Fourth Street
(Business Address)

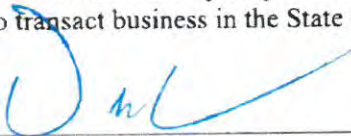
Cincinnati, OH 45202
(City/State/Zip)

513-369-5000
(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent:



Name: Warren M. Alter

Date: 09/09/2020

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 19958

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	
DAVID T. SATINE	MIAMI LAKES, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of APRIL 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 9TH day of APRIL 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more attorneys-in-fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of September 2020



Atty L C. B.

Assistant Secretary

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Governmental Contact Information
Appendix
“K”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX K

GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
City of Miami Beach	1833 Bay Road Miami Beach, FL 33139	305-673-7000	Mr. Adrian Morales
Miami Dade County	7100 NW 36th St Miami, Florida 33166	786-527-5708	Mr. Julio Navarro
City of Miami Police Dept.	400 NW 2nd Avenue Miami, Florida 33128	786-728-1887	Mr. Reynold Valdes

BIDDER: R & D Electric, Inc.

Acknowledgement of Conformance
OSHA Standards
Appendix
“L”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX L
ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

Rafael Echarri, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to R & D's failure to comply with such regulations.

ATTEST

R & D Electric, Inc
CONTRACTOR

BY: _____



Rafael Echarri
Print Name

Date: 9-18-2020

BIDDER: R & D Electric, Inc.



Certificate of Completion

Presented to

Rafael Echarri

for successful completion of

**OSHA 10: Construction Industry Outreach Training Course (IACET
CEU=1.0)**

Dated: 10/17/2019

A handwritten signature in dark ink, appearing to read "Rafael Echarri", written over a horizontal line.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.

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Bidder Confirmation Qualifications

Appendix

"M"

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

**APPENDIX M
BIDDER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Bidder: R & D Electric, Inc

Bidder's Name: Rafael Echarri

Bidder's Address: 7447 NW 48th Street

Miami, FL 33166

Bidder's Phone Number: 305-403-7841

Bidder's Email: rafael@rdelectricinc.com

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

EC13001534

P02000103457

LBT 5644661

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013



State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me this 18 day of September, 2020
by Rafael Echarri of R & D Electric, Inc (Bidder), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Dade County, Florida


Notary Signature  **MARIBEL MARTINEZ**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG969914
Expires 6/6/2024

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

BIDDER: R & D Electric, Inc



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

EC13001534
CERTIFIED ELECTRICAL CONTRACTOR
ECHARRI, RAFAEL
R & D ELECTRIC INC

ISSUED: 07/14/2020

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD**

LICENSE NUMBER: EC13001534

EXPIRATION DATE: AUGUST 31, 2022

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ECHARRI, RAFAEL
R & D ELECTRIC INC
7447 NW 48 ST
MIAMI FL 33166



ISSUED: 07/14/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that R & D ELECTRIC, INC. is a corporation organized under the laws of the State of Florida, filed on September 25, 2002.

The document number of this corporation is P02000103457.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 29, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2020*



Randy Be
Secretary of State

Tracking Number: 6226290141CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



5654661

RECEIPT NO.

RENEWAL

5309299

BUSINESS NAME/LOCATION

R & D ELECTRIC INC

7447 NW 48TH ST

MIAMI, FL 33166



EXPIRES
SEPTEMBER 30, 2021

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

R & D ELECTRIC INC

C/O RAFAEL ECHARRI PRES

SEC. TYPE OF BUSINESS

196

ELECTRICAL

CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 09/03/2020

CREDITCARD-20-072337

Worker(s)

1

EC13001534

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



Bidder Experience Questionnaire

Appendix

"N"

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX N
BIDDER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name: The Bass Museum
Contract Amount: \$118,000.00
Contract Date: 1/24/2020
Client Name: The City of Miami Beach
Address: 2100 Collins Ave., Miami Beach, FL 33139
Contact Person: Olga Sanchez, Project Manager
Contact Person Tel. No.: 305-673-7405
Contact Person Email: olgasanchez@miamibeachfl.gov

Project Name: Fleet Shop 3B - Generator Replacement
Contract Amount: \$90,000.00
Contract Date: 11-2-2016
Client Name: Miami Dade County, GSA
Address: 7900 SW 107th Avenue, Miami, FL 33173
Contact Person: Aundria Blatch, Project Manager
Contact Person Tel. No.: 305-375-5339
Contact Person Email: aundria.blatch@miamidade.gov

Project Name: Fleet 3 Generator Replacement
Contract Amount: \$99,000.00
Contract Date: 2015
Client Name: Miami Dade County, GSA
Address: 8775-8835 NW 58th St., Doral, FL 33178
Contact Person: Aundria Blatch, Project Manager
Contact Person Tel. No.: 305-375-5339
Contact Person Email: aundria.blatch@miamidade.gov

BIDDER: R & D Electric, Inc.

Sub-Contractor List
Appendix
“O”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX O
SUB-CONTRACTOR LIST

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

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
N/A	N/A	N/A
	No Subcontractors will be Used	

BIDDER: R & D Electric, Inc.

Acknowledgement of Addenda
Appendix
“p”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

APPENDIX P
ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 9/8/2020

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

BIDDER: R&D Electric, Inc

AMENDMENT 1

1. Existing electrical riser plan shows 3 enclosed circuit breakers and a 200amp panel. Actual field conditions are 4 enclosed circuit breakers that are rated at 3 @150 amps and 1 @100amps and a 200amp panel. (See picture below). Does the 100amp circuit need to be backed up to the emergency generator? The design intent is for a 'full system' backup. Yes, the 100A circuit should be included in the new MDP



2. The existing 200amp panel has 20 branch circuits. Which is comprise of 12 single pole 20amp circuits, 2 two pole 20 amp breakers, 1 two pole 125 amp breaker and 1 two pole 30 amp breaker. All circuits are seem to be used. However, the new panel MDP schedule does not show all loads that are currently on the 200amp panel. (See attached picture below). Do all the loads need to be part of the emergency generator system? The design intent is for a 'full system' backup. All items should be included in the MDP.

M



3. Is it acceptable for all feeders and branch circuits that are going into building to be spliced and extended into the new MDP or will be required to pull all new wire? **Yes, if capacity of existing feeders / circuits is not exceeded, this is acceptable.**
4. Is schedule 80 pvc piping acceptable to use in lieu of EMT for all exposed work? **Yes**
5. With the space constraints on the wall for a new ATS and MDP, would it be ok to install this equipment on a standalone rack? **Yes.**
6. Sheet E1.2, shows the requirement for the generator pad to 19'-9" long and 8'-4" wide. This pad will encroach into the covered parking as well as be within 5' of the windows. Is the town ok in losing this parking spot and the windows being partial blocked? (See attached picture) **Yes. The Town is aware of the loss of covered parking space and partial blocking of a window(s).**



Handwritten signature in blue ink.

7. Please confirm the fire pump as show on the new riser on Sheet E5.1 does not have to meet the requirements of NFPA 70 article 695 and NFPA 20. *Per conversations with Southwest Ranches Building Department, the existing system is code compliant and shall remain. Addition of generator only within this scope.*
8. Bid Documents say we have to comply with the Davis Bacon Wage Act. Can the town please forward the wage determination rates that were assigned to this project?
Since the construction contract is a Hazard Mitigation Grant Program contract the Davis-Bacon Act and the Copeland "Anti-kickback" Act are not applicable.
9. Is this a FEMA funded project and if so, what is the payment to contractor stipulations?
See attached FEMA Agreement
10. Does back up power have to be supplied during required Outage? If yes who will supply the generator and fuel. *Back-up power will have to be supplied during the outage. Both generator and fuel will be provided by the contractor.*
11. Is fuel for the new generator provided by the Town of Southwest Ranches or does the contactor have to provide? *Fuel for the new generator to be provided by the Contractor.*



Liability Claims

Appendix

“Q”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

**APPENDIX Q
LIABILITY CLAIMS**

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: R & D Electric
 - b. Address: 7447 NW 48th Street Miami, FL 33166
 - c. Phone: 305-403-7842
 - d. Email: maribel@rdelectricinc.com
3. Nature of Claim: See loss runs attached

4. Date of Claim: See loss runs attached.
5. Resolution Date of Claim and how resolved: All claims have been resolved and closed except one-claim#
A000000030370 001 which remains open with \$50,000 in reserves

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

BIDDER: R & D Electric, Inc.

Loss Run

Houston Specialty Insurance Company

TEN-15062

Term: 12/20/2014 - 12/20/2015



for R&D Electric, Inc.

Line of Business: General Liability

As of: 02/25/2020

*****Please note that all loss amounts are shown
excess of appropriate deductible amounts*****

Claim No	Date of Loss	Date Reported	Status	Reserve Category		Balance To Date	Paid To Date	Collected To Date	Total To Date
Claimant	Description of Claim								
5710922081-1	02/01/2015	05/06/2015	CLOSED	GL PD	Loss	\$0.00	\$3,536.24		\$3,536.24
BARRETT HALE	MS. BARRETT INCURRED A SEWER BACK UP DUE TO R D ELECTRIC PE				Expense	\$0.00	\$1,952.39		\$1,952.39
					Totals	\$0.00	\$5,488.63	\$0.00	\$5,488.63
5710923935-1	07/09/2015	08/24/2015	CLOSED	GL PD	Loss	\$0.00	\$926.80		\$926.80
RODRIGUEZ	CLAIMANT STATES THAT AFTER STOPPING AT A RED LIGHT HER PASSE				Expense	\$0.00	\$839.52		\$839.52
MARLEN					Totals	\$0.00	\$1,766.32	\$0.00	\$1,766.32
5710928953-1	12/11/2015	04/28/2016	CLOSED	GL PD	Loss	\$0.00	\$0.00		\$0.00
FPL FIBERNET	Ongoing Ops - DAMAGE TO FPL FIBER NETS CABLE AND DUCTS LOCATE				Expense	\$0.00	\$811.33		\$811.33
					Totals	\$0.00	\$811.33	\$0.00	\$811.33
TNHS17070002-1	06/09/2015	07/26/2017	CLOSED	GL BI	Loss	\$0.00	\$0.00		\$0.00
WASHINGTON	The city tendered this 2015 claim. The LOR claims Ms. Washington was walking on				Expense	\$0.00	\$1,365.00		\$1,365.00
LOUISE	the sidewalk and fell on a raised sidewalk slab that was lifted due to tree roots. One								
	letter references "discovery" - is it in suit?				Totals	\$0.00	\$1,365.00	\$0.00	\$1,365.00
TNHS18020019-1	12/20/2014	02/09/2018	CLOSED	GL PD	Loss	\$0.00	\$0.00		\$0.00
ARTECITY	GLPD-ARTECITY PARK MASTER ASSOC/SUIT* - Insured has been served with a				Expense	\$0.00	\$2,015.00		\$2,015.00
PARK MASTER	lawsuit on 1/19/18 after receiving a Notice of Suit/Tender of Defense & Indem/558								
ASSOCIATION,	Notice in late Dec 2017 in connection with subcontract work they performed at this								
INC. UNK UNK	project under Alta Management. See attached Summons, Complaint with other suit								
	documents, copy of 558 Notice, COI's, and assign claim to an Adjuster ASAP. Ans due								
	2/8? Note: Agency received original suit docs and supports delivered by Insd in person								
	2/7/18!!								

Page 1 of 2

03/10/2020 04:58:37

TNHS19080044-1	11/06/2015	08/28/2019	CLOSED	GL PD	Totals	\$0.00	\$2,015.00	\$0.00	\$2,015.00
MIAMI-DADE WATER & SEWER DEPT DEPARTMENT WHOLESALE					Loss	\$0.00	\$5,834.71		\$5,834.71
					Expense	\$0.00	\$975.00		\$975.00
					Totals	\$0.00	\$6,809.71	\$0.00	\$6,809.71

Cimt, Al under insd's GL, is seeking coverage under policy for alleged damages claimed by the County's W&S Dept alleging damages caused to a sanitary sewer main while insured was doing horizontal boring during installation of FPL Conduit. The damage was discovered by the sewer collection division during routine maintenance. Acosta Tractors retained insd as their Sub. See attached COI, repair invoice from MWASD, pictures, and other supports

Total claims:	6	Totals:	\$0.00	\$18,255.99	\$0.00	\$18,255.99
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W-9
Appendix
“R”

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above R & D Electric, Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 7447 NW 48th Street	Requester's name and address (optional)
6 City, state, and ZIP code Miami, FL 33166	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
6	1	-	1	4	2	8	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 9/17/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Proof of Insurance
Appendix
“S”



CERTIFICATE OF LIABILITY INSURANCE

RDELE

DATE (MM/DD/YYYY)
8/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: PHONE (A/C, No, Ext): 3054434886 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED R&D Electric, Inc. 7447 NW 48th Street Miami FL 33166	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B: Crum and Forster Indemnity Co.</td> <td>31348</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Crum and Forster Indemnity Co.	31348	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Admiral Insurance Company	24856														
INSURER B: Crum and Forster Indemnity Co.	31348														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 15126945

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CA000026913-03	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1337446161	10/21/2019	10/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		GX00000212301	03/31/2020	03/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Southwest Ranches is additional insured with respects to general liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches
 Attn: Andrew D. Berns, Town Administrator
 13400 Griffin Road
 Southwest Ranches, FL 33330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B. M. Carl

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ACORD 25 (2016/03)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176		CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda@easterninsurance.net	
INSURED R & D Electric, Inc. 7447 NW 48 Street Miami FL 33166		INSURER(S) AFFORDING COVERAGE INSURER A: Florida, Citrus, Business & Industries Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N	N/A		10660013-2020	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches FL 33330	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

R & D ELECTRIC, INC.

FOR

“IFB 20-013 FIRE STATION GENERATOR”

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

**AGREEMENT FOR
“IFB 20-013 FIRE STATION GENERATOR”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and R & D ELECTRIC, INC. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires for proper permitting and completion of the project consisting of the construction of a generator pad, installation of electrical conduit, installation of an emergency standby 150kw generator with an automatic transfer switch and a high velocity hurricane zone style enclosure, and installation of landscape at 17220 Griffin Road (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 20-013 on August 12, 2020 (“IFB”); and

WHEREAS, five (5) bids were received by the Town on September 18, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- _____ at a public meeting of the Town Council approving the recommended award and has selected R & D Electric, Inc. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“IFB 20-013 FIRE STATION GENERATOR”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred twenty (120) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated/Delay Damages ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred twenty (120) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than **one hundred twenty (120) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 60 calendar days from Substantial Completion or within **one hundred eighty (180) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, One Hundred Thirty Three Thousand, Five Hundred Dollars and Zero Cents (\$133,500.00) ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be

TOWN OF SOUTHWEST RANCHES, FLORIDA
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made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.

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

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor’s Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor’s insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer’s limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

- 6.6 Contractor shall carry the following minimum types of Insurance:

- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent

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contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

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

WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.

- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

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provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under

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this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

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debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL:

RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ,
ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF
SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST
RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that

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

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

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

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal

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meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Rafael Echarri
R & D Electric, Inc.
7447 NW 48th Street
Miami, Florida 33166

Section 33: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

B. Audit and Inspection Rights and Retention of Records. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

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

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

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services

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rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE STATION GENERATOR
IFB NO. 20-013

J. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2020.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 2020

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 2020

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2020

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Council Member
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, 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 Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Public Works Director
DATE: 11/19/2020
SUBJECT: Asad Water Agreements

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure

Background

The Asad family ("Owners") are the owners of four properties lying within the Town of Southwest Ranches at 5950 Asad Court, 13590 Stirling Road, 5850 Asad Drive, and 5900 Asad Way. The Owners are constructing four single family homes. The Owners are desirous of obtaining water services for the properties; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owners.

The proposed Resolution states no objection to the City of Cooper City providing water services to the Owners, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owners and others

seeking water services from the City of Cooper City agree that he/she/it/they shall solely be responsible for all costs of connecting to the water services from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

Fiscal Impact/Analysis

None

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Asad Water Agreement Reso - TA Approved	11/12/2020	Resolution
5850 Asad Drive - Water Agreement	10/30/2020	Agreement
13590 Stirling Road - Water Agreement	10/30/2020	Agreement
5900 Asad Way - Water Agreement	10/30/2020	Agreement
5950 Asad Court - Water Agreement	10/30/2020	Agreement

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5950 ASAD COURT, 13590 STIRLING ROAD, 5850 ASAD DRIVE, AND 5900 ASAD WAY, FOUR SINGLE FAMILY HOMES LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Asad Family ("Owners"), are constructing four single family homes in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Owners are desirous of obtaining water services for their homes, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide these four homes with water services, and is willing to provide such services to the Owners; and

WHEREAS, the Owners are desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, the Owners agrees that they shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 5950 Asad Court, 13590 Stirling Road, 5850 Asad Drive, and 5900 Asad Way, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

Section 4. Effective Date. 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 _____ 2020 on a motion by

_____ and seconded by _____.

Breitkreuz _____

Ayes _____

Hartmann _____

Nays _____

Albritton _____

Absent _____

Jablonski _____

Abstaining _____

Kuczenski _____

[Signatures on Next Page]

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
37743072.1

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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5850 Asad Drive, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, an individual with a property address of 5850 Asad Drive, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

Ammar Asad
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF _____

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

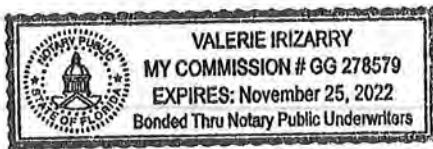
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Ammar Asad to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Ammar Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of July 2020.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires: November 25, 2022



OWNER

BY:

DATE: 7.7.20

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of

20 _____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

BY: _____

MAYOR _____

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

EXHIBIT A

LEGAL DESCRIPTION:

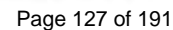
THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41 AND 42, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 89° 43' 46" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 824.76 FEET; THENCE NORTH 00° 47' 33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 47' 33" WEST, A DISTANCE OF 480.41 FEET; THENCE NORTH 43° 58' 04" EAST, A DISTANCE OF 174.42 FEET; THENCE NORTH 89° 43' 41" EAST, A DISTANCE OF 204.84 FEET; THENCE SOUTH 01° 47' 23" EAST, A DISTANCE OF 605.42; THENCE SOUTH 89° 43' 46" WEST, A DISTANCE OF 329.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 191,807.63 SQUARE FEET (4.40 ACRES) MORE OR LESS. #



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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: BAJANDAS,RICHARDO Wafa Issa Asad Irrev Tr
(NAME OF OWNER)

LOCATION: 13590 Stirling Rd, Southwest Ranches, FL 33330

THIS AGREEMENT effective this _____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and BAJANDAS,RICHARDO Wafa Issa Asad Irrev Tr, an individual with a property address of 13590 Stirling Rd, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

Wafa Asad
12767 Equestrian Trl
Davie, Florida 33330

FOR THE TOWN OF _____

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

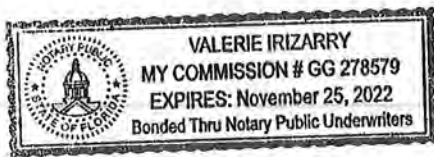
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Wafa Asad to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Wafa Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of July 2020.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires: November 25, 2022



OWNER

BY: _____

DATE: 7.7.20

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of

_____,
20 ____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF

ATTEST:

BY: _____

MAYOR _____

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20_____.

FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

SW 60TH ST

STIRLING RD

Parcel Information

Folio Number: 514002060010

Owner: BAJANDAS, RICHARDO WAI
ISSA ASAD IRREV TR

13590 STIRLING RD
Situs Address: SOUTHWEST RANCHES FL
33330

Legal: LINDO RANCHES 148-38 B
PARCEL A

Millage Code: 3413

Use Code: 01

Land Value: \$ 329,180

Building Value: \$ 1,399,820

Other Value: 0

Total Value: \$ 1,729,000

SOH Capped Value: \$ 1,729,000

Homeshead Exempt. Amt: \$ 25,000

WVD Exempt. Amt: \$ 0

Other Exempt. Amt: \$ 0

Taxable Value: \$ 1,679,000

Sale Date 1: 12/06/2019

Sale Price 1: \$ 1,395,000

Deed Type 1: WD

Sale Date 2: 11/18/2019

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5900 Asad Way, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, an individual with a property address of 5900 Asad Way, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE
TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
Ammar Asad
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF _____

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

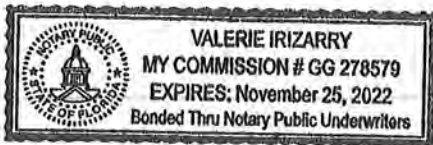
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Ammar Asad to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Ammar Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of July, 2020.

My commission expires: November 25, 2022



NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: _____

DATE: 7-7-20

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,

20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

BY: _____

MAYOR _____

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

EXHIBIT A

LEGAL DESCRIPTION:

THE WEST HALF OF TRACTS 43 AND 44, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH;

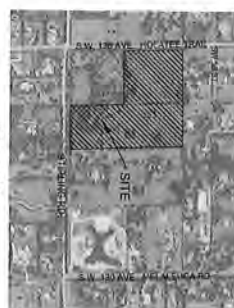
THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 43 AND 44, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 89° 43' 46" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 659.76 FEET; THENCE NORTH 00° 47' 33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 47' 33" WEST, A DISTANCE OF 605.41 FEET; THENCE SOUTH 89° 43' 41" WEST, A DISTANCE OF 619.79 FEET; THENCE NORTH 01° 47' 46" WEST, A DISTANCE OF 660.40 FEET; THENCE NORTH 89° 43' 36" EAST, A DISTANCE OF 1,114.71; THENCE SOUTH 01° 47' 23" EAST, A DISTANCE OF 660.44 FEET; THENCE SOUTH 89° 43' 41" WEST, A DISTANCE OF 204.84 FEET; THENCE SOUTH 43° 58' 04" WEST, A DISTANCE OF 174.42 FEET; THENCE SOUTH 01° 47' 33" EAST, A DISTANCE OF 480.41 FEET; THENCE SOUTH 89° 43' 46" WEST, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AND THE WEST 40 FEET OF TRACTS 43 AND 44, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 843,122.09 SQUARE FEET (19.36 ACRES) MORE OR LESS. #



NOT TO SCALE

DESCRIPTION

DESCRIPTION:
THE EAST PART OF THE WEST 1/4 OF TRACTS 41 AND 42, N 23 SECTION 36, TOWNSHIP 20 SOUTH, RANGE 42 EAST, ACCORDING TO THE "2nd PINEHURST ALCOHOL FREE ZONE CONVEYANCE SUBDIVISION NO. 1," AS RECORDED IN PLAT #11004, 2, 1888 17, OF THE PUBLIC RECORDS OF DALLAS COUNTY, TEXAS.

[illegible]

NOTES:

- [illegible]

LEGEND:

[illegible]

THE DOCUMENTS AS SUCH ARE NEUTRAL AND BASED ON THE NORTH AMERICAN AFFAIRS DIVISION OF 1908 (AND 1909)

TYPICAL DRAINAGE PLAN

C-7

180350

13341 STIRLING ROAD
ASAD RESIDENCES
SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

PILLAR CONSULTANTS, INC.
Consulting Engineers, Planners, Surveyors

5230 S. University Drive - Suite 104

Orlando, Florida 33328

P.C. #35461

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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5950 Asad Court, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, an individual with a property address of 5950 Asad Court, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's 1 (WATER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

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CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

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K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

Adnan Asad
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF _____

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

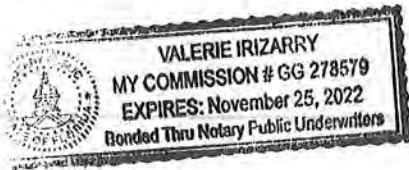
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Adnan Asad to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Adnan Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of July 2020.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires: November 25, 2022



OWNER

BY: _____

DATE: 7.7.20

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of

_____,
20 ____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

BY: _____

MAYOR _____

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

EXHIBIT A

LEGAL DESCRIPTION:

THE EAST HALF OF THE WEST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH $89^{\circ} 43' 46''$ EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 329.88 FEET; THENCE NORTH $00^{\circ} 47' 33''$ WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ} 47' 33''$ WEST, A DISTANCE OF 605.41 FEET; THENCE NORTH $89^{\circ} 43' 41''$ EAST, A DISTANCE OF 329.88 FEET; THENCE SOUTH $01^{\circ} 47' 33''$ EAST, A DISTANCE OF 605.41 FEET; THENCE SOUTH $89^{\circ} 43' 46''$ WEST, A DISTANCE OF 329.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 199,712.65 SQUARE FEET (4.59 ACRES) MORE OR LESS. #

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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Council Member
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, 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 Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/19/2020
SUBJECT: Revised 1st amendment to County ILA for Emergency Communications

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

The Town of Southwest Ranches entered into an agreement with Broward County for participation in the Consolidated Regional E-911 Communication System on August 22, 2013. As part of this agreement the County is designated to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems. Pursuant to an Operator Agreement executed between County and the Broward Sheriff's Office (BSO), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or

Florida Department of Law Enforcement (FDLE} requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties. County and the Town desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

The Town Council initially adopted the First Amendment to the agreement on March 12, 2020 via Resolution 2020-030. This newly revised First Amendment supersedes the agreement approved via R-2020 and incorporates changes received from member cities and are indicated via underline and strikethrough in the agreement.

Fiscal Impact/Analysis

Approval of this 1st amendment to the interlocal agreement with Broward County has no associated costs.

Staff Contact:

Andrew D. Berns, Town Administrator

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Revised 1st Amendment to ILA on Regional Communication - TA Approved	11/12/2020	Resolution
First Amendment to Agreement for Participation in E911 Communications System	11/2/2020	Agreement

RESOLUTION NO. 2021 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A NEWLY REVISED FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; REPEALING AND REPLACING THE INITIAL FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT APPROVED BY THE TOWN COUNCIL ON MARCH 12, 2020 PURSUANT TO RESOLUTION R-2020-030 ADOPTED ON MARCH 12, 2020; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches entered into an agreement with Broward County for participation in the Consolidated Regional E-911 Communication System on August 22, 2013; and

WHEREAS, as part of this agreement the County is designated to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems; and

WHEREAS, pursuant to an Operator Agreement executed between County and the Broward Sheriff's Office (BSO), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services; and

WHEREAS, County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE} requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties; and

WHEREAS, County and the Town desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement; and

WHEREAS, the Town Council initially adopted the First Amendment to the agreement on March 12, 2020 via Resolution 2020-030; and

WHEREAS, this newly revised First Amendment to the Regional Interlocal Agreement repeals and replaces the First Amendment to the Regional Interlocal Agreement approved by the Town Council on March 12, 2020 pursuant to Resolution R-2020-030; and

WHEREAS, this newly revised First Amendment to the Regional Interlocal Agreement incorporates changes received from member cities, which are indicated via underline and strikethrough in the agreement; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to approve the newly revised First Amendment to the Regional Interlocal Agreement between the County and the Town for Cooperative Participation in a regional public safety intranet.

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

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

Section 2: The Town Council hereby approves the newly revised First Amendment to the regional interlocal agreement between Broward County and the Town of Southwest Ranches providing for cooperative participation in a regional public safety intranet, in substantially the same form as that attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3: The Town Council hereby repeals and replaces the initial First Amendment to the Regional Interlocal Agreement approved by the Town Council on March 12, 2020, pursuant to Resolution R-2020-030.

Section 4: Authorization. The Mayor, and Town Attorney, are hereby authorized to enter into the Agreement and to make any changes that may be necessary to effectuate the intent of this Resolution.

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

[SIGNATURES ON THE NEXT PAGE]

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

Ranches, Florida, this 19th day of November, 2020 on a motion by

_____ and seconded by _____.

Breitkreuz _____

Ayes _____

Hartmann _____

Nays _____

Allbritton _____

Absent _____

Jablonski _____

Abstaining _____

Kuczenski _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

37741630.1

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**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the

base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be January 1, 2021.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); the Operational Review Team (ORT) is responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 **Administrator**. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 **Agreement**. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

- ~~2.3~~ **2.2 Administrative Call.** The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received ~~in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard an~~ a Agreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities that provides the Base Level of Services to all Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight, and operations of the Consolidated Regional E-911 Communications System. Operational data shall be reviewed on an annual basis, and results from the review will be used as the basis for determining the staffing level for System Services to support the Base Level of Service for the subsequent fiscal year. No dispatch consolidation modifications

relative to System Services for any Participating Community shall be made based upon the element of Base Level of Services identified in Section 2.3(ii) (namely, the answer delay in a four-hour block of time for a single radio talk group staffed by a single radio operator) ("Consolidated Talk Group Change") until an analysis is completed by Fitch & Associates (or other consultant competitively procured by County) based upon no less than twelve (12) months of operational data after the cutover to the P25 digital trunked simulcast radio system. Furthermore, County shall provide the affected Participating Communities with said data and the proposed Consolidated Talk Group Change at least thirty (30) days prior to any such modification. Within that thirty (30) day period, County shall meet with the public safety officials of the affected Participating Communities to seek mutual acceptance of the proposed Consolidated Talk Group Change. In the event mutual acceptance is not achieved, the proposed Consolidated Talk Group Change will go through the engagement process for final resolution. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. The System shall operate subject to the control, internal operating rules and regulations of County. County, Operator, and Participating Communities agrees to comply with the requirements of the applicable Management Control Agreements relating to COUNTY operation of the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ the Broward Sheriff's Office to authorize the use of the Participating Community's FDLE router. All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County, County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The

operation and efficiency performance criteria for the System (the "Standards") shall be as set forth ~~on Exhibit "B" (the "Standards")~~; provided, however, ~~the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator.~~ **Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of three (3) members appointed by the Fire Chiefs Association, three (3) members appointed by the Police Chiefs Association, and one (1) member appointed by the City Managers Association. The ORT shall review and recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.**

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.

12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies**

or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards. City agrees to comply with any enforcement actions required by these policies and procedures ~~for~~, **including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; **notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.**

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2020, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2020

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
06/04/2020
First Amendment Participation Agreement
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

TOWN OF SOUTHWEST RANCHES

RUSSELL MUÑIZ, TOWN CLERK

By: _____
TOWN MAYOR

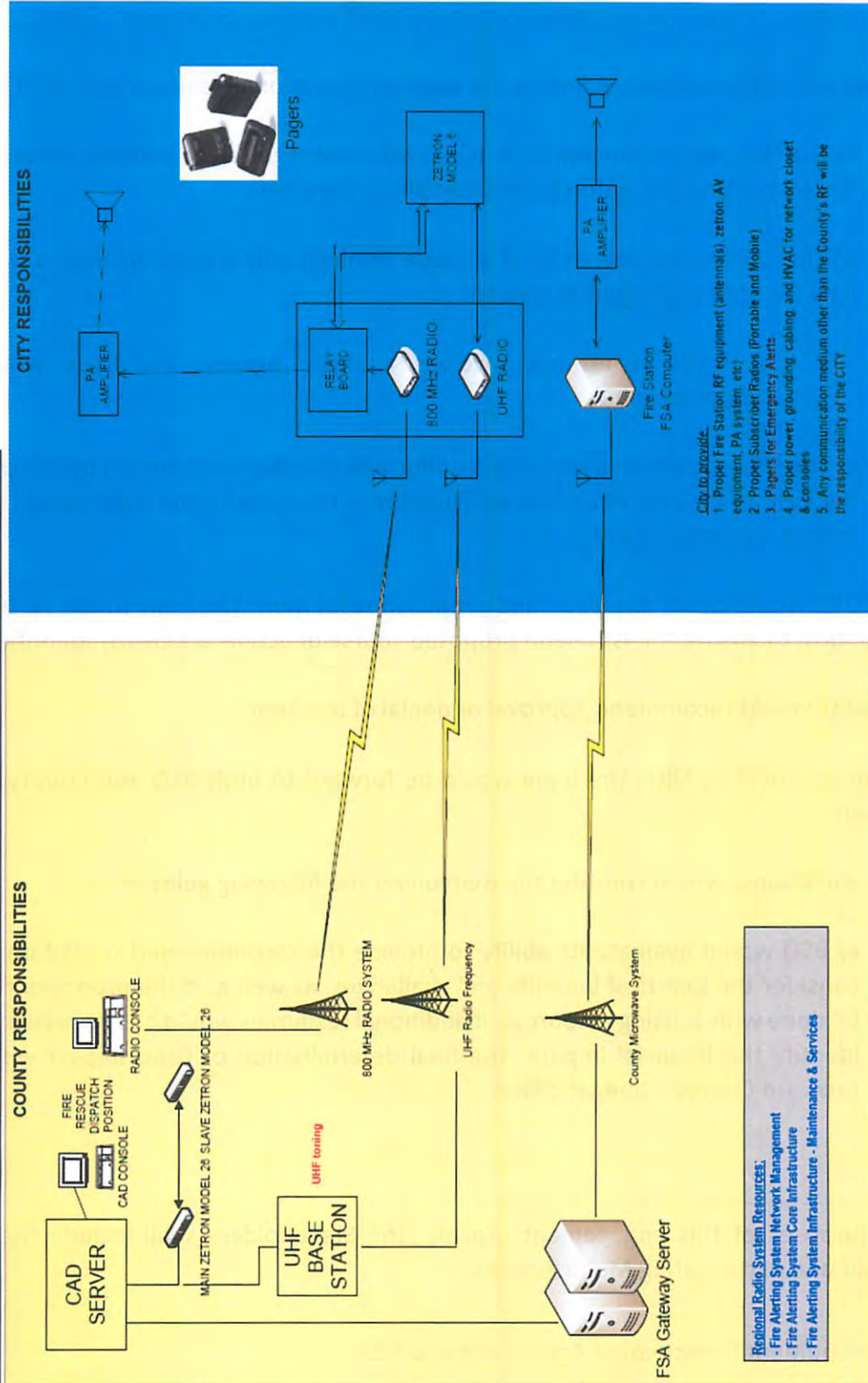
Print Name

19th day of November , - 2020

**I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:**

Keith Poliakoff, Town Attorney

**Broward County – ILA Radio Network
Fire Station Alerting System DMARC**
PSI – Fire Station Alerting System
Logical Network Design Overview Broward County Radio System
Broward County/City Responsibilities



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EXHIBIT C

Engagement Process¹

Step 1: Issue Identification and Proposed Resolution

- 1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.
- 2) Issues would be considered first by the existing Operational Review Team (ORT).
 - a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).
 - b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.
 - i) If the issue only involves a single agency, the issue would move to subparagraph 4.
 - c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.
- 3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.
- 4) The ORT would recommend approval or denial of the item.
- 5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.
- 6) BSO and County would consider the item under the following guidelines:
 - a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

¹ For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

Step 3: Escalation to Chief Administrative Officers

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).

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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Council Member
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, 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 Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 11/19/2020
SUBJECT: Economic Hardship Grant for Ag Properties

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The Town's recent Fire Assessment assessed agricultural structures at commercial rates. Although legally permissible, the Town Council believes that such assessment will create a severe financial strain on agricultural properties. In line with the Town Charter's mandate to preserve the Town's rural lifestyle, the Town Council maintains an interest in finding ways to support the Town's agrarian community

To ensure that these agricultural properties remain in the Town, the Town Council would like to offer an economic hardship grant to all property owners financially impacted by the most recent fire assessment on agricultural structures. The Town Council believes that providing an economic hardship grant to preserve the Town's agricultural community is in the best interest of the health, safety, and welfare of its residents.

Fiscal Impact/Analysis

The property owner's economic hardship grant shall be the difference of what the property

owner paid for their agricultural structure assessment minus Six Hundred and Twenty Nine Dollars and Fourteen Cents (\$629.14), which shall be a flat rate charged no matter the amount or value of the agricultural structure(s) per tax folio. It is anticipated that 21 parcels are eligible for the grant.

It is anticipated that the maximum cost for this grant program, including a small contingency, is \$40,900. Funding will be drawn from Non Departmental Other Current Charges - 001-3900-519-49100.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Economic Hardship Grant For AG Properties - TA Approved	11/12/2020	Resolution

RESOLUTION 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN ECONOMIC HARDSHIP GRANT FOR THOSE AGRICULTURAL PROPERTY OWNERS FINANCIALLY IMPACTED BY THE MOST RECENT FIRE ASSESSMENT ON AGRICULTURAL STRUCTURES; PROVIDING FOR THE ECONOMIC HARDSHIP GRANT PROCESS; PROVIDING FOR A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's Charter specifically seeks to preserve the Town's rural lifestyle; and

WHEREAS, preservation of the Town's rural lifestyle includes finding ways to support the Town's agrarian community; and

WHEREAS, the Town's recent Fire Assessment assessed agricultural structures at commercial rates; and

WHEREAS, although legally permissible, the Town Council believes that such assessment will create a severe financial strain on agricultural properties; and

WHEREAS, to ensure that these agricultural properties remain in the Town, the Town Council would like to offer an economic hardship grant to all property owners financially impacted by the most recent fire assessment on agricultural structures; and

WHEREAS, the Town Council believes that providing an economic hardship grant to preserve the Town's agricultural community is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves an economic hardship grant for those agricultural property owners financially impacted by the most recent fire assessment on agricultural structures. Such economic hardship grant funds shall come from the Town's general funds.

Section 3. Any property owner, who has been negatively impacted by the most recent Fire Assessment's fee on agricultural structures, may seek to participate in this

economic hardship grant program no later than December 31, 2020. The property owner's economic hardship grant shall be the difference of what they paid for their agricultural structure assessment minus Six Hundred and Twenty Nine Dollars and Fourteen Cents (\$629.14), which shall be a flat rate charged no matter the amount or value of the agricultural structure(s) per tax folio. The economic hardship grant shall only be made after proof of payment has been demonstrated. To ensure that the economic hardship grant is being used to support agricultural properties, the agricultural structure(s) must be inspected by the Town to confirm agricultural use before the grant is made.

Section 4. The Charter of the Town of Southwest Ranches requires the Town to preserve and to protect its rural lifestyle. The Town Council believes that it is in the best interest of the public, and the Town, to support its agrarian community. The Town Council believes that a significant public purpose is served through this economic hardship grant, and believes that the public is best served by supporting the financial health and longevity of its agricultural community.

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

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

Ranches, Florida, this ____ day of ____ 2020 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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David Kuczenski, 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 Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D. Sherwood, Town Financial Administrator
DATE: 11/19/2020
SUBJECT: FY 2019 / 2020 Year-end Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 19/20 Town Budget as presented to prevent Fund or Departmental expenditures from exceeding budgeted approved Fund or Departmental appropriations.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Town's five funds (General, Transportation, Capital Projects, Debt Service, or Solid Waste) had regular expenditures that exceeded their adopted current budget which would result in a violation of State Statutes. It shall be noted that for the eighth consecutive year, the Southwest Ranches Volunteer Fire Rescue, Inc. (a financial reporting component unit) also did not exceed its adopted total current budget. However, a few of the individual General Fund Departments did exceed their total approved budgets. For each of those Departments the Town, in accordance with its charter, needs to adjust the impacted departmental budgets. Adoption of the attached

resolution including Exhibit A “cleans up” the FY 19/20 budget for overall Town charter compliance.

Fiscal Impact/Analysis

Four of the five Town funds (Transportation, Capital Projects, Debt Service, and Solid Waste) need no revision as no allocation centers (Departments) exceeded budget. The only fund which needs to be addressed is the General Fund. Within that fund, four departments require a budgeted line item adjustment to “true-up” between offsetting revenue and expenditure accounts. The impacted departments are: 1) Legislative, 2) Building - Permitting Services, 4) Code Enforcement/Zoning Services, and 4) Planning Services, respectively.

Legislative expenditures were primarily higher due to the success of Scholarship Education Advisory Board (SEAB) fund raising revenues exceeding budget expectations resulting in an offsetting higher amount of scholarship awards granted (\$14,200). Building - Permitting Services Department expenditures were much higher due to regulatory and/or contractual costs associated with unanticipated and increased new construction, permitting and inspection activities (\$531,931). This expense was offset by increased revenues received. Code Enforcement/Zoning Services had higher expenditures (\$43,553) due to increased zoning services rendered resulting in greater zoning permit fees. Finally, Planning Services, which are fully cost recoverable, were higher (\$59,142) due to increased public hearings help and related services performed throughout the fiscal year.

Fortunately, most revenue collected and accounts receivables pertaining to revenues also exceeded budgetary expectations. By adjusting for these unexpected increases or **decreases** in code enforcement\lien recovery (\$91,629), building – permitting fees (\$712,316), code enforcement\zoning permit fees (\$30,002), planning fees (\$83,916), Federal/State Grant-Hurricane Dorian (\$4,067), contributions/donations for education/scholarships (\$14,200), disposition/sale of fixed assets (\$21,125) and upon adjusting the current budget appropriated fund balance **(\$308,427)**, the above mentioned departmental expenditures are balanced and the utilization of General Fund budgeted unassigned Fund Balance are reduced to \$292,984.

Therefore, this resolution increases the total current budget of the General Fund for Fiscal Year 2019 / 2020 by \$648,826.

Finally, it is a pleasure to report that as of fiscal year end September 30th, 2020, the Town has recovered \$4,065,780 in total due from Hurricane Irma and is anticipated to ultimately recover over 98% (or \$4,229,311 of \$4,309,009) of its costs from both Federal and State authorities. Additionally, our emergency line of credit of \$10 million is fully available.

Staff Contact:

Martin D. Sherwood, Town Financial Administrator
Richard Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

37740176-v1-FYE 20 Year-End Budget Adjust Reso-TA
Approved
FYE 20 Budget Amend worksheet-Exhibit A

11/12/2020

Resolution

11/12/2020

Exhibit

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RESOLUTION NO. 2021 - xxx

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END
BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2019-2020
BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 26th, 2019, pursuant to Ordinance No. 2019-002, the Town Council approved and adopted the fiscal year 2019/2020 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year 2019/2020 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the Fiscal Year (FY) 2019/2020 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the Fiscal Year 2019/2020 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current Fiscal Year 2019/2020 Budget;

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

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for Fiscal Year 2019/2020 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2019/2020.

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

Ranches, Florida, this 19th day of November, 2020 on a motion by

Council Member and seconded by Council Member.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37740176.1

EXHIBIT A

TOWN OF SOUTHWEST RANCHES FYE 2019 / 2020 BUDGET ADJUSTMENTS

GENERAL FUND

<i>General Fund Revenue</i>	FY 19/20 Current Budget	Budget Change- Increase/ (Decrease)	FY 19/20 Revised Current Budget	Explanation
Code Enforcement\Lien Recovery	105,000	91,629	196,629	Higher than anticipated Code/Legal lien recoveries
Building - Permitting Fees	675,757	712,316	1,388,073	Town permitting/inspection fees much higher than anticipated
Code Enforcement\Zoning Permit Fees	60,000	30,002	90,002	Zoning fees much higher than originally anticipated
Planning Fees	45,000	83,916	128,916	Higher Public Hearings than anticipated-full cost recovery
Federal/State Grant-Hurricane DORIAN	0	4,067	4,067	Hurricane Dorian reimbursements not budgeted in FY 2020
Contrib/Donations-Educ/Scholarships	20,000	14,200	34,200	Higher SEAB contributions received than budgeted (\$34,200-\$20,000)
Disposition/Sale of Fixed Assets	0	21,125	21,125	Unanticipated surplus sale proceeds
Appropriated Fund Balance	601,411	(308,427)	292,984	Reduction in anticipated utilization of GF Fund Balance
		\$648,826		Total increase to budgeted revenues (net)
<i>General Fund Department</i>	FY 19/20 Current Budget	Budget Change- Increase/ (Decrease)	FY 19/20 Revised Current Budget	Explanation
Legislative	191,911	14,200	206,111	Higher aid granted for Scholarships (see above GF revenues: \$34,200-\$20,000)
Building - Permitting Services	500,000	531,931	1,031,931	Building permit processing costs offset by increased revs per above
Code Enforcement\Zoning Services	266,516	43,553	310,069	Zoning permit costs higher than originally budgeted
Planning Services	97,750	59,142	156,892	Increased public hearings (full cost recovery-offset by increased revs per above)
		\$648,826		Total increase to budgeted expenditures (net)

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:00 PM

September 14, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

The Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Meeting platform. The hearing, having been properly noticed, was called to order by Mayor McKay at 8:36 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: Newell Hollingsworth, Steve Breitzkreuz, David Kuczenski and Fred Cox.

4. Board Reports

Debbie Green of the Schools and Education Advisory Board (SEAB) spoke about an issue that was discussed at the September 10, 2020 SEAB meeting. It regarded the student's difficulty in receiving the scholarship funds and the Schools and Education Advisory Board unanimously passed a motion that reads, "Scholarship monies will be awarded once enrollment in a university, college, vocational/technical school or community junior college has been confirmed." Debbie Green requested the Town Council to direct the Town staff to help make the distribution process simpler.

5. Council Member Comments

Council Member Jablonski attended the September 10, 2020 SEAB meeting and spoke about the issue with the scholarship check distribution requirements. He stated that the subject might be a policy decision amongst the Town Council. He agreed with the Schools and Education Advisory Board regarding distribution of scholarship funds once proof of admission has been provided. Town Attorney Poliakoff advised the Town Council can agree to allow the scholarship funds to be distributed upon proof of enrollment and direct administration as such.

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

Motion: To provide the Schools and Education Advisory Board Scholarship money as a grant upon proof of enrollment.

Council Member Jablonski also reminded the public about the Candidate Forum being held September 15, 2020. He spoke about reviewing and reworking the Fire Assessment Study and

asked how the Town Council felt about it. Council Member Hartmann stated it would be at no cost per Chris Wallace, the Town's Fire Assessment Methodology Report Consultant.

Vice Mayor Schroeder thanked Council Member Jablonski for reminding her of the date for the Hazmat in the Park. She advised she had been calling the residents of the Town to let them know of the great job the Town Council had done in reducing their taxes. Last, Vice Mayor Schroeder stated she had been getting calls from the residents regarding the bulk pickup issues and she hopes they can be resolved soon.

Council Member Hartmann asked Town Attorney Poliakoff if he could make a motion to reconsider the CC Plat Approval that went before Council on August 27, 2020. He would like to make the approval contingent upon their agreement to plan the properties large enough to house a barn. Town Attorney Poliakoff advised in order to add that provision, Council Member Hartman would have to make a motion to reconsider both the plat and the site plan to come back before the Town Council. Council Member Hartman made a motion to reconsider the CC Homes plat and site plan to obtain their agreement to plan the properties large enough to house a barn. The motion died due to lack of a second. Council Member Hartmann then read from a prepared statement expressing his displeasure for the way the current Town Council members are representing the Town and endorsed the three new candidates running for Council seats.

6. Legal Comments

Town Attorney Poliakoff advised the Town Council he had been diligently working with the submitter of the Public Private Partnership (P3) for the former CCA property. He was reviewing their proposal and was close to finalizing their offer to the Town. If they can come to a mutual agreement, the item will come back before the Town Council on October 8, 2020 for their consideration.

7. Administration Comments

Town Administrator Berns provided an update on the household hazardous waste event on September 12, 2020. He also advised he sat on a panel to assist in selecting the new police chief for the Town of Davie. Lastly, Broward County entered phase two of the COVID-19 reopening plan, however the Town will closely monitor the results before reopening Town Hall to the public.

8. Adjournment

Meeting was adjourned at 9:19 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 19th day of November 2020.

Steve Breitkreuz, 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.