



Southwest Ranches Town Council

REGULAR MEETING Agenda of June 10, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MPA
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Proclamation for Rick Cormier Day**
- 4. Representative Robin Bartleman - Legislative Update**
- 5. Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
- 6. Board Reports**
- 7. Council Member Comments**
- 8. Legal Comments**
- 9. Administration Comments**

Resolutions

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT AND A MAINTENANCE CONTRACT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR THREE (3) COPIER/PRINTER/SCANNERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**

SOUTHWEST RANCHES, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND DOLLARS AND ZERO CENTS (\$14,000.00) TO SOUND PLANNING DISTRIBUTORS FOR A NEW CAMERA SYSTEM FOR THE TOWN COUNCIL CHAMBERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

12. Fire Assessment Update, Mayor Breitzkreuz

13. Approval of Minutes

a. May 13, 2021 Regular Meeting

14. Adjournment

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



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, 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: December Lauretano-Haines
DATE: 6/10/2021
SUBJECT: Proclamation for Rick Cormier Day

Recommendation

This Proclamation recognizing local business leader Rick Cormier of Lemon Lime Landscaping for his contribution to the Town is offered for your consideration

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

Rick Cormier, owner of Lemon Lime Landscaping in Southwest Ranches, contacted the Town to offer byproduct mulch at no cost. Upon learning that the Town's resources for purchasing and spreading mulch are limited, he donated not only the materials, but also his business resources and time to deliver and distribute the mulch on four separate occasions at four locations, saving residents and the Town thousands of dollars while improving the appearance and function of public and private spaces.

Fiscal Impact/Analysis

This volunteer donation is valued as an estimated \$11,800 savings to the Town. While the actual value of the donation was not provided by the donor, compared against market prices for the amount of material and labor provided, staff conservatively estimates the value of

these donations as follows:

Calusa Corners - Playground:\$2,500 +/-

Country Estates - Playground: \$4,600 +/-

Sunshine Ranches Equestrian Park - select landscape beds: \$3,266 +/-

Southwest Meadows Sanctuary - free mulch for residents: \$1,440 +/-

Staff Contact:

December Lauretano-Haines, PROS Manager

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	5/4/2021	Presentation
Staff Memo	5/4/2021	Presentation

PROCLAMATION

RICK CORMIER & LEMON LIME LANDSCAPING

VOLUNTEER RECOGNITION

WHEREAS, the scope of government services is vast and it is challenging to meet the diverse needs of a community; and

WHEREAS, volunteerism provides an enhancement to the levels of service provided by government to its community and is therefore vital to help cultivate a vibrant community; and

WHEREAS, volunteers who give of themselves without any expectation other than the satisfaction of knowing they are contributing to the value of their community should be celebrated and recognized for their efforts; and

WHEREAS, Rick Cormier, owner of Lemon Lime Landscaping in Southwest Ranches, is a volunteer deserving of such recognition for his selfless contribution of his business resources to the Town, including collecting and delivering mulch, donating his machine and laborers' time to distribute mulch for residents' benefit at Southwest Meadows Sanctuary, Calusa Corners, Country Estates Fishing Hole, and Sunshine Ranches Equestrian Parks, saving the Town thousands of dollars; and

WHEREAS, Rick Cormier has demonstrated that he gives of himself selflessly to the Town and its residents and is a beacon of hope for the future of our community and for this should be recognized.

NOW, THEREFORE, the Mayor and Town Council do hereby extend our deepest thanks to Rick Cormier on his contributions to the Town and designate _____:

RICK CORMIER DAY

PROCLAIMED THIS ____ DAY OF _____, 2021

Steve Breitzkreuz, Mayor

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13400 Griffin Road
Southwest Ranches, FL 33330-2628

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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 6/10/2021
SUBJECT: Toshiba Copier Lease Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town has a lease agreement with Toshiba America Business Solutions, Inc. to lease three copiers that was approved on April 23, 2015 via Resolution 2015-043 for 36 months and subsequently renewed for an additional 36 months on March 8, 2018 via Resolution 2018-031 that will expire in June 2021.

The Town is desirous of leasing three new copier/printer/scanners for 36 months to perform copying, printing, and scanning as needed to conduct normal business operations. Town Staff has reviewed operating costs and based on comparative National Association of State Procurement Officials (NASPO) pricing, technical specifications and performance efficiencies offered, staff determined that the solution provided by Toshiba America Business Solutions, Inc. is the best choice overall for meeting Town Staff needs as outlined above.

Fiscal Impact/Analysis

The monthly fixed lease payments for all three machines will total \$613.21 (\$7,358.32 annually) which represents a \$35.82 per month increase from what was approved in 2015 (\$577.39) but it should be noted that these new machines are in a greater copy speed class than the current machines. Furthermore, the cost for color copies (variable cost) has been reduced from \$.04500 to \$.0325 which will offset some of the expected increase depending on copy volume.

An analysis of this NASPO contract (which has been adopted as the State of Florida contract) reveals that the pricing is more advantageous than the Region 4 Omnia partners contract. When compared to the identical machine and configuration the NASPO (State) contract is \$45.32 less per month for the estudio6516ACT and \$68.04 less per month for the estudio3518A.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO Toshiba Copier Resolution Rev RJD - TA Approved	5/28/2021	Resolution
Exhibit A - Toshiba Lease Agreement rev RJD	5/27/2021	Exhibit
Town of Southwest Ranches - Adden to NASPO lease	5/27/2021	Exhibit
Exhibit B - Toshiba Lease and Maintenance Order Form	5/28/2021	Exhibit
Exhibit C - Toshiba Maintenance Agreement Terms and Conditions	5/27/2021	Exhibit
65 PPM Copier Cost Proposal	5/28/2021	Backup Material
35 PPM Copier Cost Proposal	5/28/2021	Backup Material

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT AND A MAINTENANCE CONTRACT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR THREE (3) COPIER/PRINTER/SCANNERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, all departments of the Town, rely on the current copiers to make copies and to scan documents in the course of carrying out the responsibilities they are charged with; and

WHEREAS, currently the Town has a lease agreement with Toshiba America Business Solutions, Inc. to lease three copiers that was approved on April 23, 2015 via Resolution 2015-043 and subsequently renewed on March 8, 2018 via Resolution 2018-031 that will expire in June 2021; and

WHEREAS, the Town is desirous of leasing three new copier/printer/scanners to perform copying, printing, and scanning as needed to conduct normal business operations; and

WHEREAS, it is in the best interest of the Town to also enter into a Maintenance Contract with Toshiba America Business Solutions, Inc. for the proper maintenance and servicing of the three (3) copier/ printer/scanners; and

WHEREAS, Town Staff has reviewed operating costs and based on comparative National Association of State Procurement Officials (NASPO) pricing, technical specifications and performance efficiencies offered, staff determined that the solution provided by Toshiba America Business Solutions, Inc. is the best choice overall for meeting Town Staff needs as outlined above.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the leasing of three (3) copier/ printer/scanners, pursuant to a lease agreement with Toshiba America Business Solutions, Inc. in substantially the form attached hereto as Exhibit "A" (the "Lease Agreement"), with

such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution.

SECTION 3. The Town Council hereby approves the Lease and Maintenance Contract for the maintenance and servicing of three (3) copier/ printer/scanners, in substantially the form attached hereto as Exhibit "B" (the "Lease and Maintenance Order Form"), with such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution.

SECTION 4. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to enter into the Lease Agreement and Maintenance Contract with Toshiba America Business Solutions, Inc. for three (3) copier/printer/scanners.

SECTION 5. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of June, 2021, on a motion by _____, and seconded by _____.

[SIGNATURES ON NEXT PAGE]

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Steve Breitkreuz, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
10015.01

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AGREEMENT FOR LEASE OF EQUIPMENT

a Contract Between

State of Florida**Town of Southwest Ranches****13400 Griffin Road, Southwest Ranches, FL 33330****“Lessee”**

(NAME, ADDRESS, PHONE OF LESSEE)

and

Toshiba America Business Solutions, Inc. (“Supplier” and/or “Lessor”)

WHEREAS, Lessee is authorized to lease under the NASPO ValuePoint Master Agreement and the State of Florida Participating Addendum thereto; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of Lessee;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from the date of delivery and acceptance of Leased Equipment for the term set forth on the (i) NASPO ValuePoint Lease and Maintenance Order Form incorporated as Attachment C to the Participating Addendum and if applicable its attached Schedule A incorporated as Attachment E or (ii) the Lessee’s Purchase Order (“PO”, such PO and NASPO ValuePoint Lease for Equipment and Maintenance Order Form, hereinafter referred collectively to as an “Order Form”) to which this Agreement is attached, unless sooner terminated by either party as set forth in Section 6 of this Agreement.

2. **DEFINITIONS.** “**Lease Term**” means the term of this Agreement as set forth in Section 1. “**Leased Equipment**” means the (i) equipment described in the Order Form, attached to this Agreement, and which is incorporated herein; (ii) any replacement equipment provided by Lessor; and (iii) any additional equipment described under subsequent Order Forms agreed to during the term of this Agreement. “**Lessor**” means Toshiba America Business Solutions, Inc. or, if applicable, its permitted assignee.

3. **CONSIDERATION (RENT).** The parties agree that for the Lease Term, Lessor leases to Lessee the equipment described in, and for the lease payments set forth in, the Order Form, excluding meter charges, late fees and applicable taxes. Except as provided in section 6(c), lessee’s payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever. Lessee does not agree to reimburse Lessor for expenses, unless otherwise specified in the incorporated documents. Any intervening end to a fiscal period shall not effect an existing Lease Term, which shall continue without changing the overall Agreement term.

4. **POSSESSION, TITLE AND RETURN.**

(a) Lessee shall have possession of the Leased Equipment for the Lease Term, unless this Agreement is earlier terminated in accordance with Section 6 below and shall keep such Leased Equipment at the location specified in the Order Form or such other location as Lessor may agree in writing.

(b) Lessor covenants that it has good title to the Leased Equipment, except any intangible property or associated services such as periodic software licenses and prepaid database subscription rights included in the Leased Equipment, if any. If the Order Form indicates that this lease is a \$1 Buyout Lease and if this Agreement is deemed to be a secured transaction, Lessee grants Lessor a first priority security interest in the Leased Equipment to secure all of Lessee’s obligations under this Agreement, agrees not to permit any other liens on the Leased Equipment, and shall own such Leased Equipment as of the acceptance date and Lessee authorizes Lessor to record a UCC-1 to reflect such interest. At the end of the Lease Term, if Lessee is not in default, Lessor will release any security interest it may have in the Leased Equipment subject to such \$1 Buyout Lease, which will be retained by Lessee.

(c) At the expiration of the term of this Agreement and provided that the Order Form does not indicate this lease is a \$1 Buyout Lease, upon Lessee’s written request, Lessor shall remove the hard drive from the applicable Device and provide the Lessee with custody of the hard drive before the Device is removed from the Lessor’s location.

Lessor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. The Lessee shall then be responsible for securely erasing or destroying the hard drive. All costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

(d) Risk of loss of the Leased Equipment rests with Lessor until the Leased Equipment is delivered to Lessee's designated location and delivery is accepted by Lessee, at which time risk of loss passes to Lessee.

(e) If the Order Form indicates this lease is a Fair Market Value Lease, at the end of the Lease Term and upon 30 days' prior written notice to Lessor, Lessee may purchase all, but not less than all, of the Leased Equipment AS-IS and WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Lessor's Fair Market Value, plus applicable sales and other taxes, if any, or Lessee may return the Equipment pursuant to the terms and conditions of the NASPO ValuePoint Master Agreement.

5. TAXES. Lessee agrees to pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Leased Equipment.

6. TERMINATION.

(a) Termination by Mutual Consent. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

(b) Termination by Lessee without Cause. FMV, \$1 Buyout and Straight leases may be bought out and except for \$1 Buyout leases, all Leased Equipment returned to Lessor (in good working condition, ordinary wear and tear excepted), although fair market value leases, straight leases, and \$1 buyout leases are subject to a termination charge. The termination charge is equal to the balance of unpaid lease payments and other amounts due hereunder (including any current or past due amounts) for leases and with regard to service or maintenance obligations, may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

(c) Termination for Nonappropriation. The continuation of this Agreement beyond the current fiscal period is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lessee's legislature, governing body and/or federal sources. If for any reason Lessee's funding is not appropriated Lessee may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective as of the end of the fiscal period in which written notice of such non-appropriation is provided by Lessee to Lessor. If Lessee terminates this Agreement because of non-appropriation Lessee will not purchase, lease or rent replacement equipment performing the same functions as the Leased Equipment during the subsequent fiscal period.

(d) Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of termination for breach or default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination. Termination by Lessor due to Lessee's material breach or default will be subject to a termination charge, which is equal to the balance of lease payments discounted at a rate equal to three percent (3%) per year to the date of default, and other amounts due hereunder (including any current or past due amounts) for leases and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges. Defaulting Lessee shall be responsible for returning Equipment to the Lessor.

7. INSURANCE. At Lessor's request, Lessee shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in Lessee's possession by Lessee's program of self-insurance (if approved by Lessor and Lessor's assignee, if any) or a policy of property insurance from a qualified insurer.

8. LOSS OR DAMAGE. If any item of Leased Equipment is lost, stolen or damaged, Lessee will, at Lessor's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Lessor; or (b) pay Lessor the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments for the effected item(s) of Leased Equipment, discounted at the rate of 3% per annum; and (iii) if this lease is not a \$1 Buyout Lease, the Fair Market Value of the effected item(s) of Leased Equipment. Upon Lessee's payment to Lessor under clause (b) above, Lessor will then transfer to Lessee all of Lessor's right, title and interest in the effected item(s) of Leased Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. "Fair Market Value" means the item's fair market value at the end of the Lease Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor. No such loss or damage shall relieve Lessee of payment obligations hereunder.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT; WARRANTY DISCLAIMER. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Supplier shall assign to Lessee all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months' warranty. Supplier (and not its assignee) shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term. EXCEPT AS OTHERWISE STATED HEREIN, LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE LEASED EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE LEASED EQUIPMENT IS MERCHANTABLE. Lessee acknowledges that none of Lessor or their representatives are agents of any assignee and none of them are authorized to modify the terms of this lease or on any Schedule. No representation or warranty of Supplier or Lessor with respect to the Leased Equipment will bind any assignee, nor will any breach thereof relieve Supplier or Lessee of any of its obligations hereunder. THIS LEASE AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (the "UCC"). Lessee agree that any manufacturer warranty or service agreement is a separate and independent obligation of Supplier to Lessee, that no assignee of the Lessor shall have any obligation to Lessee with respect to such warranty or service agreement and that Lessee's obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim Lessee may have against Supplier.

10. LESSOR REMEDIES. If Lessee defaults, Lessor may do one or more of the following: (a) recover from Lessee, the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments, discounted at the rate of 3% per annum; and (iii) if this lease is not a \$1 Buyout Lease, the Fair Market Value of the effected item(s) of Leased Equipment; (b) require Lessee to make the Leased Equipment available to Lessor for pickup at Lessee's premises (and Lessee shall be responsible for removing all data as provided in Section 4(c), charge Lessee for expenses incurred in connection with the enforcement of Lessor's remedies. If Lessor picks up the Leased Equipment, Lessor may sell, release or otherwise dispose of the Leased Equipment and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by Lessee and Lessee shall be responsible for any balance deficiency after such application. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by Lessor to exercise any right shall not operate as a waiver of any right. LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. LESSEE REPRESENTATIONS. Lessee represents that: (a) this Agreement and any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by Lessee in accordance with all applicable laws, rules, ordinances and regulations; (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents, if applicable, have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures; (c) the Leased Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee to perform such function; (d) Lessee intends to use the Leased Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations each fiscal period during the Lease Term; (e) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this lease and the debt under applicable state law; (f) unless this lease is a \$1 Buyout Lease, Lessee's obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (g) this Agreement is binding on Lessee and Lessee's successors and assigns; and (h) all financial information Lessee has provided is true and a reasonable representation of Lessee's financial condition.

13. ASSIGNMENT. Lessee may not assign or dispose of any rights or obligations under this Agreement or sublease the Leased Equipment without Lessor's prior written consent. Notwithstanding anything in the NASPO ValuePoint Master Agreement and/or the Participating Addendum to the contrary, Lessor may assign all or any portion of this Agreement or its interest in the Leased Equipment; provided that service obligations on the Leased Equipment shall remain with Toshiba America Business Solutions, Inc. and expressly not with Lessor's assignee and must conform to the terms of the NASPO ValuePoint Master Agreement and the State of Florida Participating Addendum. Lessor's assignee shall have

Lessor's rights under this Agreement, but none of Lessor's obligations. Lessee agrees not to assert any claims, defenses or offsets it may have against Lessor against such assignee.

14. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the NASPO ValuePoint Master Agreement identified above, and the State of Florida Participating Addendum to that Master Agreement, the terms of which are incorporated herein by reference. In the event of conflict between the Master Agreement or the State of Florida Participating Addendum and this Agreement, the Master Agreement and/or Participating Addendum shall govern and control. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing and signed by the respective parties hereto.

15. TIME PRICE. If the NASPO ValuePoint Lease Order Form and Schedule indicates the lease is a \$1 Buyout Lease, Lessee understands that the Leased Equipment may be purchased for cash (the "Product Cost") or purchased pursuant to this Agreement for a Time Price equal to the amount of each Lease Payment times the number of Lease Payments, all as set forth on the NASPO ValuePoint Lease Order Form and Schedule and this Agreement, plus the Purchase Option amount stated on the NASPO ValuePoint Lease Order Form and Schedule, and by signing this Agreement, Lessee has chosen to purchase the Leased Equipment for that Time Price. The Product Cost may be determined by dividing the Lease Payment by the lease rate factor set forth on the NASPO ValuePoint Lease Order Form and Schedule. Each Lease Payment under a \$1 Buyout Lease includes a part of Lessor's investment in the Product Cost and a return on Lessor's investment in the \$1 Buyout Lease. The total return on Lessor's investment (the total finance charge) is determined by deducting the Product Cost (as determined above) from the Time Price. The difference so determined is the return to Lessor on its investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Product Cost, the rate that will amortize the Product Cost down to the Purchase Option amount by applying as payments, the Lease Payments. For purposes of that amortization, each Lease Payment will be considered received on the date it is required to be paid under this Agreement.

16. GOVERNING LAW, JURY TRIAL WAIVER. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Florida, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND THE LEASED EQUIPMENT.

Jurisdiction and venue shall be in
Broward County Florida

17. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephone, facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 17. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

Subject to Section
786.25, Florida Statutes

18. INDEMNITY: Lessor is not responsible for any loss or injuries caused by the Equipment. To the extent permitted by applicable law, Lessee agrees to hold Lessor harmless and reimburse Lessor for loss and to defend Lessor against any claim for losses or injury or death caused by the Equipment. Lessor reserves the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

19. ELECTRONIC DOCUMENTATION. This Agreement (including the Order Form) may be executed in counterparts and signed by the parties manually ~~or electronically~~. The executed counterpart that has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. If Lessee signs and transmits this Agreement and Order Form to Lessor by facsimile or other electronic transmission, the transmitted copies shall be binding upon the parties. Lessee agrees that the facsimile or other similar electronic transmission of this Agreement and such Order Form manually ~~or electronically~~ signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes. Neither party may raise as a defense to the enforcement of this Agreement that it was ~~signed or~~ transmitted electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

LESSOR:
Toshiba America Business Solutions, Inc.

Name: _____

Title: _____

Date: _____

LESSEE:
Town of Southwest Ranches

By: _____

Name: _____

Title: _____

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ADDENDUM TO AGREEMENT FOR LEASE OF EQUIPMENT
AGREEMENT #44000000-NASPO-19-ACS
("Agreement")

This Addendum forms and is made a part of that certain Agreement referenced above between Toshiba America Business Solutions, Inc. and State of Florida Town of Southwest Ranches ("Customer") executed by Customer on _____, 2021. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement. Both parties agree that the Agreement is revised as follows:

1. Section 16 of the Agreement, entitled GOVERNING LAW, JURY TRIAL WAIVER, is revised by inserting the following additional sentence between the first and second sentences:
"Jurisdiction and venue for any enforcement action shall be in Broward County, Florida."
2. Section 18 of the Agreement, entitled INDEMNITY, is revised by inserting the following additional language into the final sentence:
"and is fully subject to Section 786.25 of the Florida Statutes."
3. Section 19 of the Agreement, entitled ELECTRONIC DOCUMENTATION, is revised by:
 - a. Deleting the words "or electronically" from the first sentence;
 - b. Deleting the words "or electronically" from the penultimate sentence; and
 - c. Deleting the words "signed or" from the final sentence.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the dates shown below.

Toshiba America Business Solutions, Inc.

By: Matthew Barnes

Title: South Region President

State of Florida Town of Southwest Ranches

By: _____

Title: _____

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NASPO VALUEPOINT LEASE FOR EQUIPMENT AND MAINTENANCE ORDER FORM

Agreement #

LESSEE - BILLING CONTACT INFORMATION

(Separate Order Form must be completed for each billing locations.)

Lessee Legal Name: TOWN OF SOUTHWEST RANCHES		FEIN#	
Street Address 13400 GRIFFIN ROAD		Bldg./Room/Suite: TOWN CLERK'S OFFICE	
City: SOUTHWEST RANCHES	FL	33330	Billing Contact Name: RUSSELL MUNIZ
954-434-0008	rmuniz@southwestranches.org		Fax Number:

LESSEE INSTALLATION LOCATION

Lessee Legal Name: Town of Southwest Ranches		Department Name:	
Street Address 13400 GRIFFIN ROAD		Bldg./Room/Suite:	
City: SOUTHWEST RANCHES	FL	Contact Name:	
Phone Number:	Email:	Fax Number:	

EQUIPMENT LEASE WITH SEPARATE MAINTENANCE PLAN

EQUIPMENT LEASE TYPE		LEASE TERM
<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1 Buyout <input type="checkbox"/> Straight Lease		<input type="checkbox"/> 24 Mo <input checked="" type="checkbox"/> 36 Mo <input type="checkbox"/> 48 Mo <input type="checkbox"/> 60 Mo

ITEM DESCRIPTION (If insufficient space, use Schedule A to this Lease Order form and enter below "See Order Form Schedule")	EQUIPMENT LEASE		MAINTENANCE & SERVICES (M&S) PLAN							<input type="checkbox"/> Include Staples	
	EQUIPMENT LEASE % or RATE- FOR \$OUT LEASES ONLY	EQUIPMENT LEASE PAYMENT	ZERO BASE B&W CPC	ZERO BASE COLOR CPC	MAINT. OPTION NUMBER 1, 2, 3	MONTHLY VOLUME (BW)	MONTHLY BASE CHARGE (BW)	BW OVERAGE RATE	COLOR OVERAGE RATE		
Toshiba e-Studio6516ACT - TWO		\$525.21	.0054	.0325			\$				
Toshiba e-Studio3518A - ONE		\$88.00	.0074				\$				
Power filter - THREE		\$					\$				
Staple Finisher - THREE		\$					\$				
Hole Punch - THREE		\$					\$				
Fax - ONE		\$					\$				
RAIL - TWO		\$					\$				
Stand - ONE		\$					\$				
		\$					\$				

Sum of Monthly Equipment Lease Payments:	\$613.21	Sum of Monthly Base Charges:	\$
--	----------	------------------------------	----

TOTAL MONTHLY PAYMENT: Equipment Lease Payment + Monthly Base Charge (If Applicable)		\$613.21	Personal Property Tax Required <input type="checkbox"/>
--	--	-----------------	---

NASPO VALUEPOINT ADMIN FEE RATE: 0.25% STATE ADMIN FEE RATE (If Applicable):

Special Instructions/Additional Information (e.g. equipment models upgraded; Buyout details; etc.):

TERM & PAYMENT SCHEDULE (All Payments are exclusive of sales and use tax)

Sales/Use Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax-Exempt No. [Attach Tax Exemption]	PO Issued <input type="checkbox"/> yes <input type="checkbox"/> No
Payment Cycle: Monthly Billing		PO #
Document Fee: \$75.00 included in the 1st invoice		

THIS ORDER FORM INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT

LESSOR: Toshiba America Business Solutions, Inc.	Title: South Region President	Date: 5/28/2021
SIGNATURE: <i>Matthew Barnes</i>		
LESSEE:	Date:	
SIGNATURE		

TOSHIBA	MAINTENANCE AGREEMENT
	NASPO ValuePoint PARTICIPATING ADDENDUM
	Administered by the State of Colorado #RFP-NP-18-01

These maintenance terms are pursuant to a Participating Addendum under NASPO ValuePoint Cooperative Purchasing Organization Master Agreement administered by the State of Colorado #RFP-NP-18-01 (the "Contract"). By accepting this Exhibit, Customer agrees to purchase the services as set forth in the Contract Maintenance Order Form. Contractor agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed in the Maintenance Order Form in accordance with the terms and conditions of the Contract and the Maintenance Agreement Terms below.

MAINTENANCE AGREEMENT TERMS

1. **TERM:** Each asset shall be annually renewable on each yearly anniversary date for an additional one (1) year period. Contractor shall notify Customer in writing of any such pending anniversary date no later than ninety (90) days prior to such date, and Customer shall have until thirty (30) days prior to such date to notify Contractor in writing that it wishes to renew the term for an additional year in order for such renewal to take effect.
2. For each piece of equipment under this Maintenance Agreement there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Maintenance Agreement is terminated or the equipment is withdrawn from service.
3. **REMOVAL FROM SERVICE.** Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
4. **INVOICING CHARGES.** Customer will pay the charges set forth in the Contract. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Maintenance Agreement. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess click charges or Overage Charges, as applicable; will be invoiced monthly for the period selected on the Maintenance Order Form.
5. If any part of a payment is not made by the Customer when due, Customer agrees to pay Contractor a Late Charge pursuant to the terms of the Contract.
6. Contractor may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. Contractor will adjust the estimated charge for overage clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. Contractor may charge a fee to recover the cost of meter collections if meters are not received.
7. **CONSUMABLE SUPPLIES.** All supplies delivered as part of this Maintenance Agreement remain the property of Contractor until and unless they are consumed by the equipment in the performance of this Agreement. Any supplies not consumed as specified and not surrendered to Contractor upon expiration or termination of the Maintenance Services for an asset will be invoiced to the Customer at Contractor's then Contract prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from Contractor to Customer if such consumable supplies are stored at Customer's facility.
8. **TAXES.** Unless Tax Exempt (as evidenced by certificate or in the case of exempt sales to federal, state, and local government entities a seller may also document the exemption by retaining a copy of a government issued purchase order, government check or voucher in place of the exemption certificate). In addition to the charges due under this Maintenance Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Maintenance Agreement, or any activities hereunder, exclusive of taxes based upon net income.
9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriated electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If Contractor has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from Contractor immediately. Contractor shall have full and free access to the equipment to provide service thereon.
10. If persons other than Contractor representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by Contractor is required, such repairs shall be made at Contractor's applicable Time and Material rates and terms, per the Contract. If such additional repair is required, Contractor may immediately withdraw the equipment from this Maintenance Agreement.
11. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operations Manual and for training additional end-user. If the Key Operator assignment changes, Customer agrees to designate a new Key Operator immediately. Contractor agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at Contractor rates.
12. **EXCLUSIONS.** Service under this Maintenance Agreement does not include:
 - a. Furnishing paper, staples (unless purchased by the Customer), replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following;
 - b. Service of equipment if moved outside of Contractor's designated service area;
 - c. Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
 - d. Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
 - e. Painting or refinishing of the equipment;
 - f. Making specification changes;
 - g. Performing key operator functions as described in the operator manual;
 - h. Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
 - i. Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a Contractor supplied power filter/surge protector repairs will be included;
 - j. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by Contractor including, but not limited to, adequate space, electrical power, air conditioning or humidity control
 - k. Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
 - l. Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
13. This Maintenance Agreement is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of Contractor. Any attempt to assign or transfer any of the rights, duties or obligations of this Maintenance Agreement without such consent is void. Contractor is not responsible for failure to render service due to causes beyond its control.

PROPOSAL PREPARED FOR:
Town of Southwest Ranches
Toshiba e-Studio5516ACT & 6516ACT

Submitted by:
Pauline Gregory, Government Accounts
Mobile: 954-562-3673
Email: Pauline.gregory@tbs.toshiba.com

TOSHIBA BUSINESS SOLUTIONS (USA)
May 03rd, 2021



Don't copy. Lead

Town of Southwest Ranches

TOSHIBA e STUDIO55 / 6516AC Color MFP – copy, print, scan, fax



PROPOSED CONFIGURATION:

Toshiba e-Studio5516ACT & 6516ACT

- 300 Sheet Dual Scan Document Feeder
- (2) Standard Paper Drawers (550 Sheet Capacity)
- Tandem 3rd drawer (letter size only)
- 100 Sheet Bypass Tray
- Power Filter (PWRFLTR-XGPCS20D)- REQUIRED
- Staple Finisher (MJ1111B)
- Rail for Finisher (required for all finishers) (KN1103)
- Hole Punch Unit (MJ6106N)
- Data Overwrite Security Kit Included
- Fax (GD1370N) - Optional

Product Features:

- 55ppm color 65ppm Color Multifunction
- Large Work Group
- Copy, Print, Scan, Fax
- 10.00" Color Touch Screen
- High Speed Scanning @ 80spm
- Network Print & Scan
- Eco Friendly
- Energy Star Rated
- Advanced Data Security

Financial Consideration: - 36 Month Lease Term

NASPO ValuePoint Master Agreement, Contract #140604, Agreement #44000000-NASO-19-ACS

- **e5516ACT - \$221.33 per month**
- **e5516ACT - \$229.74 per month - includes fax**
- **e6516ACT - \$262.15 per month**
- **e6516ACT - \$270.56 per month - includes fax**

Maintenance Agreement:

- **e5516ACT - Color @.034 and Black @ .00580 per copy**
- **e6516ACT - Color @.0325 and Black @ .00540 per copy**

Includes all parts, labor, service calls and unlimited supplies (excluding paper & staples).

No additional charge for delivery, installation, set-up and training.

PROPOSAL PREPARED FOR:
Town of Southwest Ranches

Submitted by:
Pauline Gregory, Government Accounts
Mobile: 954-562-3673
Email: pauline.gregory@tbs.toshiba.com

TOSHIBA BUSINESS SOLUTIONS (USA)
624 S Military Trail, DFB, FL 33442

May 3rd, 2021



Don't copy. Lead

Town of Southwest Ranches

TOSHIBA e STUDIO3518Appm MFP – copy, print, scan, fax



Product Features:

- 35 PPM Multifunction Product
- 10-inch WVGA customizable touch-screen control
- Environmentally friendly, Energy Star compliant
- USB scan & print capabilities
- Private, proof, scheduled, & stored print

PROPOSED CONFIGURATION:

- **Toshiba e-Studio3518A**
- Power Filter, 120V – 15 AMPS (PWRFLTR-XGPC15D) - **Required**
- 100 Sheet Reverse Automatic Document Feeder (MR3031B)
- Inner Staple Finisher (MJ1042)
- (2) Standard Paper Drawers (550 Sheet Capacity) (Included)
- 100 Sheet Bypass Tray (Included)
- Stand (Stand5005)
- Hole Punch (MJ6011)

FINANCIAL CONSIDERATION

36 - month term, NASPO ValuePoint Master Agreement, Contract#140604, Agreement #44000000-NASPO-19-ACS

- **Toshiba e-Studio3518A** – \$88.00 per month - **Discounted**

MAINTENANCE AGREEMENT

- Black & White Cost Per Image .0074 per page

Includes all parts, labor, service calls and unlimited supplies (excluding paper & staples).

No additional charge for delivery, installation, set-up and training.



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, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, 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: 6/10/2021
SUBJECT: Council Chambers Camera System

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town currently utilizes a third-party to record all Town Council Meetings held in the Council Chambers for placement on the Town's YouTube channel. The Town has identified that it would be cost advantageous to eliminate the need for the third-party firm to attend and record the meetings if fixed cameras could be installed in Council Chambers and operated by staff.

The Town let out a Request for Qualifications on April 12, 2021 (RFQ 21-102) seeking qualified firms to perform his work. Town staff has reviewed the three proposals received and has determined that the solution proposed by Sound Planning Distributors provided the best combination of features, functionality, and value and is therefore the best choice overall for meeting the Town's needs as outlined above.

Firm	Price
------	-------

Sound Planning	\$13,139.00
AVI SPL	\$16,999.90
Encore Broadcast Solutions	\$17,770.96

Fiscal Impact/Analysis

The Town specifically adopted this improvement in the FY 2020-2021 Town Budget Account #001-1000-511-64100 in an amount not to exceed \$20,000.00. The proposal from Sound Planning Distributors included a price quotation of \$13,139 however the Purchase Order is requested at \$14,000 in the event there are any contingency costs associated with the project.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Council Chambers Camera System -TA Approved	5/28/2021	Resolution
Council Chambers System - Estimate_2226_from_SOUND_PLANNING_DISTRIUTORS	5/28/2021	Backup Material

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND DOLLARS AND ZERO CENTS (\$14,000.00) TO SOUND PLANNING DISTRIBUTORS FOR A NEW CAMERA SYSTEM FOR THE TOWN COUNCIL CHAMBERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town currently utilizes a third-party to record all Town Council Meetings held in the Council Chambers for placement on the Town's YouTube channel; and

WHEREAS, the Town has identified that it would be advantageous to eliminate the need for the third-party firm to attend and to record the meetings if fixed cameras could be installed in Council Chambers and operated by staff; and

WHEREAS, the Town let out a Request for Qualifications on April 12, 2021 (RFQ 21-102) seeking qualified firms to perform his work; and

WHEREAS, the Town specifically adopted this improvement in the FY 2020-2021 Town Budget Account #001-1000-511-64100 in an amount not to exceed \$20,000.00; and

WHEREAS, Town staff has reviewed the three proposals received and has determined that the solution proposed by Sound Planning Distributors provided the best combination of features, functionality, and value and is therefore the best choice overall for meeting the Town's needs as outlined above; and

WHEREAS, the proposal from Sound Planning Distributors included a price quotation of \$13,139 however the Purchase Order is requested at \$14,000 in the event there are any contingency costs associated with the project.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the issuance of a purchase agreement in the amount of fourteen thousand dollars and zero cents (\$14,000.00) to Sound Planning Distributors to purchase and to install a new camera system in the Town's Council Chambers.

SECTION 3. The Town Council hereby authorizes the Town Administrator to execute a Purchase Order and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

SECTION 4. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of June, 2021, on a motion by

_____, seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Steve Breitkreuz, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
10014.01



SOUND PLANNING DISTRIUTORS 5726 SW 103 AV, COOPER CITY, FL 33328
860 RAMEY MTN RD, HIAWASSEE, GA 30546
ST IGNACE, MI 49781
(954) 434-3991
darmstrong@soundplanning.biz
www.soundplanning.biz

ADDRESS

RUSSELL MUNIZ
TOWN OF SOUTHWEST RANCHES

QUOTATION 2226

DATE 04/21/2021

ACTIVITY	QTY
CV-620WH4 MARSHALL BROADCAST QUALITY 1080P HD PTZ CAMERA. HDMI AND SDI OUTPUTS -20X ZOOM	2
BKT CAMERA WALL BRACKET	2
HDMI HIGH DEFINITION A/V CABLE	2
SER-100 SERIAL CONTROL CABLE	2
VS-PTC200 MARSHALL JOYSTICK CAMERA CONTROLLER WITH 256 PRESETS	1
V1-HD ROLAND 4 INPUT HD VIDEO SWITCHER WITH QUAD OUTPUT FOR PREVIEW	1
LCD-15 15" LCD HDMI VIDEO MONITOR	1
LIVESHELL X CEREVO HD RECORDER / LIVESTREAMING ENCODER; 3 STREAMS FACEBOOK, YOUTUBE. 1080P, REALTIME RECORDING ON SD CARD	1
LABOR INSTALLATION/WIRING/SETUP	1
PGM-DSP PROGRAMMING OF SYSTEM PROCESSOR /CAMERA PRESETS/LIVESTREAM SETTINGS (IF DESIRED)	1
TRAINING INSTRUCTION OF CITY PERSONELL IN SYSTEM OPERATION	1
CUSTOMER LIVESTREAMING REQUIRES CUSTOMER TO PROVIDE 25mbps INTERNET CONNECTION AT DESK	1

Please reply to confirm that you received this quote.

Dave Armstrong
Sound Planning

SUBTOTAL

13,139.00

TAX (0%)

0.00

IF YOU RECEIVE A REQUEST FOR PAYMENT BY DIRECT DEPOSIT,
PLEASE IGNORE. IT IS FRAUDLENT. ALL PAYMENTS SHOULD BE MAILED
TO FT. LAUDERDALE ADDRESS ABOVE

TOTAL

\$13,139.00

ONE YEAR WARRANTY PARTS AND LABOR
STATE CERTIFIED SPECIALTY ELECTRICAL CONTRACTOR
ESTABLISHED 1970

LICENSE #12000292

Accepted By

Accepted Date

ONE YEAR WARRANTY PARTS AND LABOR
STATE CERTIFIED SPECIALTY ELECTRICAL CONTRACTOR LICENSE #12000292
ESTABLISHED 1970



**Town of Southwest Ranches
Discussion Item
FY2021-2022 Fire Assessment**

At the Town's request, we have updated the Fire Call statistics for the 2016-2020 calendar years and evaluated the call data in 1-, 3-, and 5-year averages. The 1-year average was for informational purposes only. The results of the call data review and comparison to the current allocation used for FY2021 is in Table 1:

**Table 1
Comparison of Fire Call Data
Rolling Averages and Current**

FIRE CLASS CODE	1-YEAR	3-YEARS	5-YEARS	Current
	2020	2018-2020	2016-2020	
Acreage	5.19%	6.97%	4.96%	5.47%
Commercial	5.19%	6.97%	7.85%	12.77%
Government	0.00%	0.70%	0.83%	0.91%
Institutional	18.18%	17.07%	20.25%	22.49%
Residential	71.43%	67.25%	65.29%	56.08%
Warehouse/Industrial	0.00%	1.05%	0.83%	2.28%
Totals	100.00%	100.00%	100.00%	100.00%

Several things should be noted:

1. Warehouse/Industrial calls were non-existent for 2020. This affected the averages for the 3- and 5-year numbers. It also illustrates why we use at least three years of data to smooth out trends. This category will decline sharply if left as a discreet fire class category.
2. Likewise, Commercial and Institutional calls for services noticeably declined from the current allocation.
3. Residential calls for service increased sharply relative to the other categories.
4. Adjustments made to commercial agricultural properties reduced the total square footage of the commercial and warehouse/industrial categories.

The Town's estimated budget related to fire (not included EMS) for FY2021-2022 is \$3,145,560, an increase of \$179,354 over the FY2021 allocated budget of \$2,966,206.

We have looked at the fire assessments by two main options:

1. Using a 3-year rolling average or a 5-year rolling average of fire calls for service.
2. Using the current discreet categories or blending the Commercial, Institutional, and Warehouse/Industrial categories together to account for the high volatility that seems to be resulting from small numbers (square footage in each category). A modest change in fire call data can act as a great lever in moving rates each year when these numbers are small.

Table 2 shows the resulting rates and the change to current rates that resulted from this review:

Table 2
Comparing Rolling Averages and Discrete vs. Blended Categories

Table 2 A

RATE COMPARISON CURRENT CATEGORIES, 3 YEARS ROLLING DISCRETE				
Class	Unit of Measure	3 YEARS	CURRENT	DIFFERENCE
Commercial	Square Ft.	0.7259	1.1266	(0.4007)
Institutional	Square Ft.	0.9785	1.2106	(0.2321)
Acreage	Per Acre	116.72	84.76	31.96
Residential/Other	Per Unit	784.61	629.14	155.47
Warehouse/Industrial	Square Ft.	0.3008	0.54	(0.2409)

Table 2 B

RATE COMPARISON CURRENT CATEGORIES, 5 YEARS ROLLING DISCRETE				
Class	Unit of Measure	5 YEARS	CURRENT	DIFFERENCE
Commercial	Square Ft.	0.8178	1.1266	(0.3088)
Institutional	Square Ft.	1.1604	1.21	(0.0502)
Acreage	Per Acre	83.06	84.76	(1.70)
Residential/Other	Per Unit	761.76	629.14	132.62
Warehouse/Industrial	Square Ft.	0.2378	0.54	(0.3039)

Table 2 C

RATE COMPARISON BLENDED CATEGORIES, 3 YEARS ROLLING BLENDED				
Class	Unit of Measure	3 YEARS	CURRENT	DIFFERENCE
Commercial/Warehouse/Institutional	Square Ft.	0.8219	NA	NA
Acreage	Per Acre	116.72	84.76	31.96
Residential/Other	Per Unit	784.61	629.14	155.47

Table 2 D

RATE COMPARISON BLENDED CATEGORIES, 5 YEARS ROLLING BLENDED				
Class	Unit of Measure	5 YEARS	CURRENT	DIFFERENCE
Commercial/Warehouse/Institutional	Square Ft.	0.9476	NA	NA
Acreage	Per Acre	83.06	84.76	(1.70)
Residential/Other	Per Unit	761.76	629.14	132.62

Table 3 shows the detail of the 3- and 5- year rolling averages using the existing discrete categories:

Table 3
Detail Comparison of Existing Categories
3-year and 5-year Rolling Averages

3-YEARS Rolling Discrete					
Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Commercial	301,981	Per Square Feet	6.97%	\$ 219,203	\$ 0.7259
Institutional	548,867	Per Square Feet	17.07%	\$ 537,047	\$ 0.9785
Acreage	1,878	Per Acre	6.97%	\$ 219,203	\$ 116.72
Residential/Other	2,696	Per Unit	67.25%	\$ 2,115,307	\$ 784.61
Warehouse/Industrial	109,318	Per Square Feet	1.05%	\$ 32,880	\$ 0.3008
Government - Exempt	41,327	Per Square Feet	0.70%	\$ 21,920	-
			<u>100.00%</u>	<u>\$ 3,145,560</u>	
				(133,332)	Less: Acreage Exemptions
				(7,846)	Less: Disable Vet Exemptions
				(21,920)	Less: Government - Exempt
				<u>\$ 2,982,462</u>	Net Amount Realized

5-YEARS Rolling Discrete					
Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Commercial	301,981	Per Square Feet	7.85%	\$ 246,965	\$ 0.8178
Institutional	548,867	Per Square Feet	20.25%	\$ 636,911	\$ 1.1604
Acreage	1,878	Per Acre	4.96%	\$ 155,978	\$ 83.06
Residential/Other	2,696	Per Unit	65.29%	\$ 2,053,713	\$ 761.76
Warehouse/Industrial	109,318	Per Square Feet	0.83%	\$ 25,996	\$ 0.2378
Government - Exempt	41,327	Per Square Feet	0.83%	\$ 25,996	-
			<u>100.00%</u>	<u>\$ 3,145,560</u>	
				(94,875)	Less: Acreage Exemptions
				(7,618)	Less: Disable Vet Exemptions
				(25,996)	Less: Government - Exempt
				<u>\$ 3,017,071</u>	Net Amount Realized

Using the 5-year rolling average seems to smooth out the allocations in a more consistent long-term manner. It also reduces the amount of exemptions allowed, which generates more money for the program.

The Town does not have very much square footage of Commercial, Institutional, or Warehouse/Industrial space. Blending these categories could make more sense since this would seem to reduce volatility in rates from year-to-year. Rate volatility usually aggravates property owners, particularly business owners who prefer to be able to anticipate costs that are less volatile. Table 4 looks at blending those categories to evaluate the effect on rates.

Table 4
Blended Categories
3-year and 5-year Rolling Averages

3-YEARS Rolling Blended					
Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Commercial/Warehouse/Institutional	960,166	Per Square Feet	25.09%	\$ 789,130	\$ 0.8219
Acreage	1,878	Per Acre	6.97%	\$ 219,203	\$ 116.72
Residential/Other	2,696	Per Unit	67.25%	\$ 2,115,307	\$ 784.61
Government - Exempt	39,384	Per Square Feet	0.70%	\$ 21,920	-
			<u>100.00%</u>	<u>\$ 3,145,560</u>	
				(133,332)	Less: Acreage Exemptions
				(7,846)	Less: Disable Vet Exemptions
				(21,920)	Less: Government - Exempt
				<u>\$ 2,982,462</u>	Net Amount Realized

5-YEARS Rolling Blended					
Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Commercial/Warehouse/Institutional	960,166	Per Square Feet	28.93%	\$ 909,873	\$ 0.9476
Acreage	1,878	Per Acre	4.96%	\$ 155,978	\$ 83.06
Residential/Other	2,696	Per Unit	65.29%	\$ 2,053,713	\$ 761.76
Government - Exempt	39,384	Per Square Feet	0.83%	\$ 25,996	-
			<u>100.00%</u>	<u>\$ 3,145,560</u>	
				(94,875)	Less: Acreage Exemptions
				(7,618)	Less: Disable Vet Exemptions
				(25,996)	Less: Government - Exempt
				<u>\$ 3,017,071</u>	Net Amount Realized

Here, again, we see that the 5-year rolling average produces rates that are closer to the current rates, when blended, and generally. It also reduces the level of exemptions and produces more revenue for the program.

We finally looked at what would happen if the Town subsidized the currently 100% recovered fire costs by contributing \$100,000 of General Fund monies. We used \$100,000 because it is easy to evaluate multiples of that amount (e.g., if the contribution were to be \$250,000, then the rate savings would be 2.5X the \$100,000 rate savings.

Table 5 illustrates the impact under the two scenarios that contributing \$100,000 would have on rates:

Table 5
Impact on Rates
\$100,000 General Fund Contribution

Current Discrete Fire Class Categories						
Category	3-Year Rolling Average				5-Year Rolling Average	
	3yr Avg	3yr Avg with \$100k GF Contribution	Difference		5yr Avg	5yr Avg with \$100k GF Contribution
Commercial	0.7259	\$ 0.7028	-0.0231		0.8178	0.7918
Institutional	0.9785	\$ 0.9474	-0.0311		1.1604	1.1235
Acreage	116.72	\$ 113.01	-3.71		83.06	80.42
Residential/Other	784.61	\$ 759.67	-24.94		761.76	737.55
Warehouse/Industrial	0.3008	\$ 0.2912	-0.0096		0.2378	0.2302

Blended Fire Class Categories						
Category	3-Year Rolling Average				5-Year Rolling Average	
	3yr Avg	3yr Avg with \$100k GF Contribution	Difference		5yr Avg	5yr Avg with \$100k GF Contribution
Commercial/Warehouse/Institutional	0.8219	0.7957	-0.0261		0.9476	0.9175
Acreage	116.72	113.01	-3.71		83.06	80.42
Residential/Other	784.61	759.67	-24.94		761.76	737.55

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

May 13, 2021

13400 Griffin Road

Present:

Vice Mayor Bob Hartmann
Council Member Jim Allbritton
Council Member Gary Jablonski
Council Member David S. Kuczenski

Andrew Berns, Town Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, Town Financial Administrator
Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM meeting platform. The meeting, having been properly noticed, was called to order by Vice Mayor Hartmann at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, and Vice Mayor Hartmann voting yes.

MOTION: TO EXCUSE MAYOR BREITKREUZ'S ABSENCE.

Quasi-Judicial Hearings

3. Waiver of Plat No. WP-28-20

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-28-20 TO SUBDIVIDE 4.0 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.0 ACRES EACH; GENERALLY LOCATED SOUTH OF STIRLING ROAD ON THE WEST SIDE OF STALLION WAY, AND GENERALLY DESCRIBED AS LOT 2 AND A PORTION OF LOT 3 OF LANDMARK AT STERLING RANCHES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 170, PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE. **{ITEM WITHDRAWN BY PETITIONER}**

4. Public Comment

There was no public comment.

5. Board Reports

Debbie Green, Treasurer of the Schools and Education Advisory Board, thanked the residents of Southwest Ranches for their support for the Flamingo Flocking fundraiser. The event raised over \$26,000.00. Ms. Green also thanked the Sikh Youth Society for partnering with the Town to host the 3rd Annual Unity in Diversity Run/Walk virtual event and all who participated. Ms. Green then

reminded potential scholarship applicants the submission deadline is approaching and to complete their applications.

6. Council Member Comments

Council Member Jablonski spoke about upcoming events happening in the Town, such as the First Responders photo shoot on July 13th at the Rolling Oaks Barn and the approaching deadline for the Town Scholarship. He also mentioned the Florida Department of Transportation (FDOT) lighting project on Griffin Road and US 27 will be starting in the fall. If anyone needs additional information, please contact Town Hall.

Council Member Allbritton spoke about an incident that happened in the Green Meadows community where a resident's dog was shot with a pellet gun.

Council Member Kuczenski provided an update on the Founders Park wall mural project. A new call to artists was issued and the deadline to respond is July 1st. The responses will be reviewed by the Rural Public Arts Board.

Vice Mayor Hartmann spoke on the nursery ordinance. He was concerned about incorporating the landscape maintenance language within the ordinance. He wanted to have a discussion at the May 27th Town Council meeting because he would like to engage everyone in the Town that may have an interest in the item.

7. Legal Comments

Town Attorney Poliakoff had no comments.

8. Administration Comments

Town Administrator Berns advised the Town Council the May 27th Town Council meeting will be the last fully virtual meeting. The Town is looking forward to bringing the residents back into the building. Town Administrator Berns also mentioned that Advisory Boards were being polled as to their level of comfort in meeting in person or virtually.

Ordinance - 2nd Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 130, "ZONING MAP AMENDMENTS," OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MODIFY THE CONSIDERATIONS FOR ZONING REQUESTS AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading -April 22, 2021}

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski and Vice Mayor Hartmann voting yes.

MOTION: TO TABLE THE SECOND READING ORDINANCE TO THE MAY 27, 2021 TOWN COUNCIL MEETING.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH C DANNER, LLC FOR POLICE CIVILIAN COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski and Vice Mayor Hartmann voting yes.

MOTION: TO APPROVE THE RESOLUTION.

11. Approval of Minutes

- a. **March 25, 2021 Regular Meeting**
- b. **April 8, 2021 Regular Meeting**

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski and Vice Mayor Hartmann voting Yes.

MOTION: TO APPROVE THE MARCH 25, 2021 AND APRIL 8, 2021 REGULAR MEETING MINUTES.

12. Adjournment

Meeting was adjourned at 7.28 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of June 10, 2021

Steve Breitzkreuz, 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.

DRAFT