



Southwest Ranches Town Council

REGULAR MEETING Agenda of August 12, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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| <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. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF SGS TECHNOLOGIE, LLC, AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN WEBSITE DESIGN SERVICES; APPROVING AN AGREEMENT WITH SGS TECHNOLOGIE, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN WEBSITE DESIGN SERVICES; APPROVING A FY 2020-2021 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

9. Approval of Minutes

a. July 8, 2021, Regular Meeting

10. 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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 8/12/2021
SUBJECT: Website Design Services

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's current version of the website was last updated in 2013. Since that time technology and legal demands have prompted significant demands for changes to the website which cannot occur in its current state. An RFP was let on April 20th to solicit proposals for a firm to perform website design services to redesign the website, assist in bringing it into compliance with accessibility guidelines, and make for a more interactive experience for our residents, and other visitors to the site. Six responses to the RFP were received, the first selection committee eliminated 3 and after extensive review by a technical Selection Committee SGS Technologie, LLC was selected as the most responsive and responsible proposer of the remaining three.

Fiscal Impact/Analysis

This project was budgeted for \$20,500 and was funded in the FY 2021 budget within the Clerk Department - Other Contractual Services account (#001-1800-512-34100).

SGS Technologie's proposal indicated that they can perform the services requested for \$12,630 +\$2,300 for hosting for a total first year cost of \$14,930. Additional functionality such as credit card acceptance and social media integration are desired and will come at additional expense. As such the Town wishes to safeguard against these contingencies and will therefor issue a Purchase Order in an amount not to exceed \$20,500.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|-----------------|
| Website Design Services - SGS Technologie LLC -TA Approved | 7/30/2021 | Resolution |
| Exhibit A with Supplement | 8/4/2021 | Exhibit |
| Selection Sheet | 8/4/2021 | Backup Material |

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF SGS TECHNOLOGIE, LLC, AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN WEBSITE DESIGN SERVICES; APPROVING AN AGREEMENT WITH SGS TECHNOLOGIE, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN WEBSITE DESIGN SERVICES; APPROVING A FY 2020-2021 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 20, 2021, the Town, in compliance with the Town's procurement procedures, published Request for Proposals 21-005 seeking Town Website Design Services; and

WHEREAS, on May 28, 2021, the Town received proposals from six proposers; and

WHEREAS, on June 23 and June 24, 2021, at advertised public hearings, the Town's Selection Committee ("SC") reviewed the six (6) proposals, and shortlisted three (3) firms for further evaluation based on specific tasks; and

WHEREAS, on July 29, 2021, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the shortlisted three (3) proposals, and selected SGS Technologie, LLC as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with SGS Technologie, LLC; and

WHEREAS, the project is funded in the current fiscal year 2020-2021 budget within the Clerk – Other Contractual Services Account (#001-1800-512-34100); and

WHEREAS, SGS Technologie, LLC and the Town desire to enter into an Agreement for the provision of Town Website Design Services under the terms and conditions set forth hereinafter;

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

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

Section 2. After reviewing all the information provided, the Town Council hereby approves the selection of SGS Technologie, LLC as the lowest priced most responsive and responsible proposer for Town Website Design Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and SGS Technologie, LLC in substantially the same form as that attached hereto as Exhibit "A", for Town Website Design Services.

Section 4. Funds for the Website Design Services were appropriated in the FY 2020-2021 budget within the Clerk – Other Contractual Services Account (#001-1800-512-34100) in the amount of Twenty Thousand and Five Hundred Dollars and Zero Cents (\$20,500.00).

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with SGS Technologie, LLC in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

Section 6. This Resolution shall take effect upon its passage and adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 12th day of August 2021, 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 Poliakoff, J.D., Town Attorney
10092.01

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EXHIBIT “A”



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

**RFP NO.: 21-005
WEBSITE DESIGN SERVICES**

AGREEMENT FOR

“RFP No.: 21-005 WEBSITE DESIGN SERVICES

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this 12th day of August, 2021, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and SGS Technologie, LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Town Website Design Services (the “Project”); and

WHEREAS, the Town advertised an Request For Proposals, RFP No. 21-005 on April 2021, 2021 (“RFP”); and

WHEREAS, 6 Proposals were received by the Town on June 1, 2021; and

WHEREAS, the Town has adopted Resolution No. 201 - at a public meeting of the Town Council approving the recommended award and has selected SGS Technologie, LLC for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

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 Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, 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 Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract 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 Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites 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 onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

“RFP No.: 21- 005 WEBSITE DESIGN SERVICES”

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the 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 the 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 the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, \$ _____ Dollars (“Contract Price”).
- 3.2 The 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 the 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 the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the 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 the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town’s receipt of acceptable reports and other

documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. 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, (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 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 the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by 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: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 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

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the 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 whom 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 Contract.

- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 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 **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the 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 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.
- 5.7 Contractor shall provide the 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 Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the 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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 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.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract 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.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE 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 CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the 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.

- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 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 the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor’s obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: 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 Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: 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 Contract.

Section 8: Taxes and Costs

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

Section 9: Indemnification

To the fullest extent permitted by Florida law, 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 attorneys’ fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by 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 provisions of this Contract, Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, 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, sexual orientation, 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 Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during 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 Contract.

Section 11: Sovereign Immunity

Nothing in this Contract 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 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract 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 13: No Third Party Beneficiaries

This Contract 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 Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the 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 15: 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 legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the 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 Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a

combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: 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 the 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 RFP 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 RFP 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 Contractor does not transfer the records to the Town.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION'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 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the 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 the Town. Upon being notified of the 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 the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the 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, the Town may terminate this Contract 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 the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the 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 Contract, 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 Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the 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 Contract, 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 the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract 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 Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The 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 20: Change Orders and Modification of Contract

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

Section 21: No Waiver of Rights

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

Section 22: Jurisdiction and Venue

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

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the 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 Contract.

Section 24: 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 25: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 26: Days

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

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Contract 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 Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

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

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor’s fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the 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 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.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties

retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: 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 the Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Section 32: 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 Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

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

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract 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 Contract, unless Contractor is notified in writing by the 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 the 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 the 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 Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the 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 Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the 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 the 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 Contract, 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 Contract 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 Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. **Joint Preparation.** The 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 Contract 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 Contract.
- J. **Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract 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 Contract.
- K. **Truth-in-Negotiation Certificate.** Signature of this Contract 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 Contract are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: SGS Technologie, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12th day of August 2021.

WITNESSES:

SGS TECHNOLOGIE, LLC:

By: _____

Name: _____

Title: _____

_____ day of _____ 20____

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

12th day of August, 2021

By: _____

Andrew D. Berns,
Town Administrator

12th day of August, 2021

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

Supplement to Exhibit A - Agreement

Section 33: Ownership Rights; Intellectual Property

- 33.1 With the exception of working papers, all work performed and materials created under this Agreement shall be considered work product and shall be the exclusive intellectual property of the Town. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by SGS Technologie, LLC, including but not limited to working papers, unless subject to the Public Records Laws of the State of Florida, whether finished or unfinished, shall be delivered by SGS Technologie, LLC to the Town within seven (7) days of termination of this Agreement. Any compensation due to SGS Technologie, LLC shall be withheld without interest until all documents are received as provided herein.
- 33.2 Ownership of SGS Technologie, LLC Materials. All techniques, algorithms and methods or rights thereto owned by SGS Technologie, LLC at the time this Agreement is executed and employed by SGS Technologie, LLC in connection with the Site (the "SGS Technologie, LLC Materials") shall be and remain the property of SGS Technologie, LLC unless they are in the public domain. SGS Technologie, LLC grants to the Town a perpetual, irrevocable, royalty free, unrestricted right to use, modify, transfer and maintain such materials.
- 33.3 Ownership of Program Codes. Unless otherwise specified in a Statement of Work, and except for SGS Technologie, LLC's Materials, all other materials, products, modifications developed or prepared for the Town by SGS Technologie, LLC under this Agreement, and any Statement of Work, including without limitation program images and text viewable on the Internet, any HTML OR EQUIVALENT Code relating thereto, or any program code created at the request of the Town, is the property of the Town and all title and interest therein shall vest in the Town and shall be deemed to be a "work made for hire" as that term is understood in accordance with Title 17 of the U.S. Code and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in the Town or such works may not be considered works made for hire, all right, title and interest therein are hereby irrevocably assigned to the Town. All such materials shall belong exclusively to the Town with the Town having the right to obtain and to hold in its own name, copyright, patent, and/or trademark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. SGS Technologie, LLC agrees to timely turn over to the Town any source code developed in connection with the services and work provided by SGS Technologie, LLC or its agents, pursuant to this Agreement. SGS Technologie, LLC agrees to give the Town and any person designated by the Town, any reasonable assistance required to perfect the rights defined in this Section.
- 33.4 Site Related Programs. The Town and SGS Technologie, LLC recognize that certain Site Related Programs may contain code created during the development of such Site Related

Program. Notwithstanding any other provisions of this Agreement, SGS Technologie, LLC shall retain a royalty-free license to utilize any other code developed by it hereunder.

- 33.5 Property of The Town. Nothing herein shall be construed to grant any right or license to SGS Technologie, LLC in or to any Content or other material provided to SGS Technologie, LLC hereunder by The Town, other than the right to use such material solely on behalf of The Town in accordance with the terms hereto. All of the foregoing materials, including without limitation any and all copyrights, trademarks or trade names, are and shall remain the property of The Town.

WITNESSES:

SGS TECHNOLOGIE, LLC:

By: _____

Name: _____

Title: _____

_____ day of _____ 20____

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Final Review: RFP 21-005 Website Design Services

Total cost over 5 years:

| Description | SGS TECHNOLOGIES | CIVIC PLUS* | JESSIE JAMES |
|--|------------------|--------------|--------------|
| Initial Cost | \$ 12,630.00 | \$ 16,550.00 | \$ 20,500.00 |
| Annual Maintenance YR1 | \$ 2,300.00 | \$ - | \$ 3,600.00 |
| Annual Maintenance YR2 | \$ 2,400.00 | \$ 4,200.00 | \$ 3,600.00 |
| Annual Maintenance YR3 | \$ 2,500.00 | \$ 4,410.00 | \$ 3,600.00 |
| Annual Maintenance YR4 | \$ 2,600.00 | \$ 4,630.00 | \$ 3,600.00 |
| Annual Maintenance YR5 | \$ 2,700.00 | \$ 4,861.00 | \$ 3,600.00 |
| TOTAL YEAR COST TO TOWN | \$ 25,130.00 | \$ 34,651.00 | \$ 38,500.00 |
| BEST RANKED COMPANY (w/lowest points) | 9 | 10 | 11 |

Note: *CIVIC PLUS HAD EXCEPTIONS TO TOWN AGREEMENT.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 8, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearings

3. Lake House Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-29-21 TO SUBDIVIDE 9.97 ACRES OF PROPERTY INTO TWO LOTS OF 7.47 AND 2.50 ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF STIRLING ROAD, ONE QUARTER MILE WEST OF MATHER BOULEVARD; LEGALLY DESCRIBED AS TRACT 11 LESS THE NORTH 55 FEET, AND A PORTION OF TRACT 12, IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 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 EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO TABLE THE ITEM TO THE JULY 29, 2021 TOWN COUNCIL MEETING AND APPLY A \$750.00 COST RECOVERY FEE .

4. 5353 Hancock Road Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152

OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: TO TABLE THE ITEM TO THE JULY 29, 2021 TOWN COUNCIL MEETING.

5. MP Holdings plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-57-20, THE MP HOLDINGS PLAT, COMPRISING TWO SINGLE-FAMILY DWELLING LOTS ON 4.6 GROSS ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF SW 48TH STREET, 1,000 FEET EAST OF MATHER BOULEVARD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: ITEM WITHDRAWN AT REQUEST OF APPLICANT.

6. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth.

7. Board Reports

There were no Board Reports.

8. Council Member Comments

Council Member Jablonski spoke about upcoming events, such as the "Hazmat at the Barn" on July 10 and the DMV's Flow Mobile on August 25. He then spoke about the July 4th holiday and how the animals were affected. He spoke about having a discussion regarding drafting a local bill with Representative Bartleman and placing a question on the ballot as a voter referendum to ban fireworks within the Town. Next, he suggested giving the Town staff extra time to prepare the meeting agenda. The tight timeframe is having some backlash resulting in an uptick of amended agendas due to a late submission or an error. A discussion ensued and it was agreed that the agenda be completed and provided to the Town Council 10 days prior to a meeting. Lastly, Council Member Jablonski spoke about the waiver of plat process. The original intention was to streamline the process for Town residents who had large acreage and wanted to section off a portion for family members. However, what has been happening is people are purchasing larger properties and then applying for the waiver of plat to avoid the platting process. Council Member Jablonski proposed placing a Zoning In Progress on the waiver of plat procedure and send it to the Comprehensive Plan Advisory Board to review and decide whether the Town should go back to the original platting procedure, which takes more time and is more costly. The Zoning In Progress would not affect any applications that have already been submitted. A discussion was had and Town Attorney Poliakoff clarified the intent and the law regarding waivers of plat and advised the Town Council of their options going forward.

Vice Mayor Hartmann reminded the public of the upcoming July 13th First Responder and Front-Line Workers photo shoot at the Rolling Oaks Barn. He next asked Town Administrator Berns if the Town could call Broward County Mosquito Control and ask to have the Town sprayed via airplane. Vice Mayor Hartmann thought it was a great idea to place a firework ban referendum on the 2022 ballot as it allows the community to decide and takes the Town Council out of the equation. Council Member Jablonski asked Town Attorney Poliakoff what the Council's next step would be, to which he advised. Mayor Breitzkreuz stated he would like to choose a date and discuss all the items to go on the 2022 ballot. Town Attorney Poliakoff directed Town Clerk Muñiz to call the Supervisor of Elections and find out when the charter amendments need to be received to be placed on the ballot. The Town can then work on creating language, adopting the ordinance and have a sole purpose meeting to decide what items Town Council wants to move forward. Lastly, Vice Mayor Hartmann spoke about the amount of vandalism, car thefts and breaking into cars happening in Town. Vice Mayor Hartmann advised the residents to lock their car doors and remember to take their key fobs with them and always pay attention to their surroundings.

Council Member Allbritton thanked the residents for coming out to the meeting. He stated he agrees with Council Member Jablonski regarding the fireworks issue; however, he did speak with the residents of Green Meadows and they told him the 4th of July is a very special day to this Country. Council Member Allbritton can see not allowing fireworks for Christmas and New Year's Eve, but the 4th of July means something special to people. He asked if the referendum is drafted to please make it so the majority of the Town can live with it. Council Member Allbritton provided traffic citation results which have decreased. He felt the crackdown on speeding is working. Lastly, Council Member Allbritton addressed the many code violations that are issued for non-permitted fill. He advised the Drainage and Infrastructure Advisory Board are working on fill issues, but he wanted to make sure residents know to come in and fill out an application for a level one permit if they only have one or two loads of fill.

Council Member Kuczenski thanked the residents for coming to the meeting. He spoke about an incident that happened on July 3rd regarding loose horses in Sunshine Ranches. He immediately called Volunteer Fire Rescue Chief Bennett who advised he would send out the volunteer firefighters. Council Member Kuczenski stated the Fire Chief was very receptive and he was very proud of the firefighters for immediately responding. Davie Police were at the scene by the time Council Member Kuczenski arrived. He wanted to thank Davie Police, Chief Bennett and the firefighters for their responsiveness. Council Member Kuczenski received an image and it was a photo of a Davie Police Officer pulling over a driver going 106 miles per hour. He was astounded. He spoke about a stolen Rolls Royce in Sunshine Ranches. Council Member Kuczenski indicated his support of the fireworks ban referendum. Council Member Kuczenski received a call regarding illegal dumping on Hancock Road. The Davie Police were called, and they contacted the individuals performing the dumping. Next, Council Member Kuczenski agreed with placing a Zoning In Progress on the waiver of plat application process until the Comprehensive Plan Advisory Board reviews and advises the Town Council of their recommendations. Lastly, Council Member Kuczenski spoke about the intersection changes on Sheridan Street, Volunteer Road and SW 146th Ave, to which the Town Council voted no. They had decided creating a left turn lane on Sheridan Street for Volunteer Road would encourage more cut through traffic. Council Member Kuczenski learned that some of the residents on the Davie side of Volunteer Road do want the left turn onto

Volunteer Road. Council Member Kuczenski made a public request from Davie for accident statistics at that location. He read them to the public at the meeting and made copies available.

Mayor Breitreuz thanked the public for coming out on such a rainy night. He spoke on the proposed intersection changes off Sheridan Street turning left onto Volunteer Boulevard. He reached out to the Davie Town Council and asked for their support to oppose the left turn onto Volunteer Road. Mayor Breitreuz stated he had good conversations with two members of the Davie Town Council, one of them being Council Member Marlon Luis, in whose district the intersection is located. Davie Council Member Luis advised Mayor Breitreuz he will speak to the residents in Ivanhoe on the West side of Volunteer Road and advise them of the Town's concerns as this change would affect them as well. Regarding the fireworks ban referendum, Mayor Breitreuz agreed the Town is on the right path to correcting the issue as well as appreciating Council Member Allbritton's comments regarding the resolution should benefit the entire Town and not just one group. Mayor Breitreuz supported the Town contacting Broward County Mosquito Control Division regarding spraying. Mayor Breitreuz reminded the residents his "Q&A with the Mayor" is the upcoming Wednesday, July 14th. Lastly, Mayor Breitreuz wanted to recognize Joan Boyd, former Chair of the Rural Public Arts Board, and thank her for all her dedication to the Town.

9. Legal Comments

Town Attorney Poliakoff provided the phone number to Broward County Mosquito Control, as well as an easy online request form. He clarified to the Town Council they have 6 months until the Charter Amendments must be brought forward for consideration. He advised the Town Council they need to bring forth a resolution to appoint the Charter Review Committee as soon as possible. A discussion ensued regarding the makeup of the Charter Review Committee; if the Committee would be made up of residents of the Town, the Comprehensive Plan Advisory Board or The Town Council themselves. The Town Council then asked for some public input on the matter and it was agreed by the Town Council that they would each appoint a resident of the Town to represent the Charter Review Committee. Town Attorney Poliakoff also mirrored Mayor Breitreuz sentiments regarding Joan Boyd.

10. Administration Comments

Town Administrator Berns welcomed the Town Council back to in person meetings. He advised the Town Staff is in Town Hall and available for any questions or comments. Town Administrator Berns thanked Assistant Town Administrator Muñiz for filling in while he was on vacation.

Ordinance - 2nd Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE ADOPTED TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ("COMPREHENSIVE PLAN") PERTAINING TO THE COMPATIBILITY OF FUTURE LAND USE MAP ("MAP") AMENDMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(c); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. APPLICATION NO. PA-21-1.
{Approved on First Reading - April 22, 2021}

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; APPROVING A THREE (3) YEAR SERVICE AGREEMENT WITH THREE (3) – ONE (1) YEAR OPTIONAL RENEWALS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO TRAFFIC AND PARKING CONTROL CO., INC. IN THE AMOUNT OF THIRTY-SIX THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$36,343.53) FOR THE PURCHASE OF A DOUBLE-SIDED MESSAGE BOARD; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY TO REGULATE THE UTILIZATION AND ADMINISTRATION OF LICENSE PLATE READERS (LPRs) THROUGHOUT THE TOWN; ESTABLISHING STANDARDS FOR THE PROPER USE AND PROCEDURES TO BE USED BY THE TOWN'S POLICE SERVICES PROVIDER; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE OFFICAL LICENSE PLATE READER (LPR) POLICY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE CLAY COUNTY, FLORIDA PRICING FOR THE PURCHASE AND INSTALLATION OF LANDSCAPE STRUCTURES INC.'S PLAYGROUND EQUIPMENT AND RELATED PRODUCTS AND SERVICES FOR THE SUNSHINE RANCHES EQUESTRIAN PARK FROM REP SERVICES, INC. IN THE AMOUNT OF TWENTY-SEVEN THOUSAND, NINE HUNDRED THIRTY ONE DOLLARS AND SIXTY-SIX CENTS (\$27,931.66); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Allbritton and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

16. Approval of Minutes
a. May 27, 2021 Regular Meeting

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting Yes.

MOTION: TO APPROVE THE MAY 27, 2021 REGULAR MEETING MINUTES.

17. Adjournment

Meeting was adjourned at 8:40 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 12th day of August 2021

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.