



Southwest Ranches Town Council

REGULAR MEETING
Agenda of May 11, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Doug McKay	Freddy Fisikelli	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Gary Jablonski	<u>Town Financial</u>	<u>Assistant Town</u>
Steve Breitreuz	Denise Schroeder	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2017 AMENDMENTS TO THE THREE (3) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX, THE BROWARD COUNTY FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A TWO (2) YEAR SERVICE AGREEMENT WITH CLEANING SYSTEMS, INC. (CSI) TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE RELEASE OF CORECIVIC, INC F/K/A CORRECTIONS CORPORATION OF AMERICA, INC FROM THAT CERTAIN LETTER OF CREDIT RELATING TO THE CONSTRUCTION OF THE SOUTHWEST 202nd AVENUE IMPROVEMENTS, NOW THAT THE TOWN IS THE OWNER OF THE PROPERTY, AND FURTHER PROVIDING THAT THE FUTURE CONSTRUCTION OF IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH THOSE STANDARDS OF THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION; AND PROVIDING AN EFFECTIVE DATE.

Discussion

11. Residential Commercial Businesses

12. Approval of Minutes

- a. **March 23, 2017 Regular Meeting**

13. Adjournment

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



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 5/11/2017
SUBJECT: Gas Tax Agreements

Recommendation

It is recommended that Council approve the attached resolution incorporating three 2017 amendments to Broward County Interlocal Agreements (Exhibit 1, 2, and 3) for the distribution of gas taxes.

Strategic Priorities

A. Sound Governance

Background

Currently, the Town of Southwest Ranches receives gas tax revenue via three Interlocal Agreements with Broward County, which collects gas tax, on behalf of the municipalities, from the sale of every gallon of motor fuel and special fuel sold in Broward County. These proceeds are then redistributed to all participating municipalities within the County based upon individual municipal populations. Each of these agreements provides that the rates for redistribution of proceeds shall be adjusted annually based upon the population figures listed in the current "Florida Estimates of Population" as published by the Bureau of Economics and Business Research, Population Division, University of Florida.

The three Interlocal Agreements and amendments are described below:

1. The "original" local option gas tax agreement adopted in 1983 provides for Cities to

receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.

2. The "additional" local option gas tax agreement adopted in 1994 now provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2013 so the Cities share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.

3. The "transit gas tax" agreement adopted in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

This resolution and the attached Interlocal Agreements serve to continue this important revenue stream to the Town.

Analysis

Below are the projected and historical percentage rates calculated by the County based upon the Town's population:

	<u>Fiscal Year 2017-2018</u>	<u>Fiscal Year 2016-2017</u>
Estimated Town Population	7,572	7,389
Broward County Population	1,854,513	1,827,367
6-Cent Local Option Tax:	0.154341%	0.152846%
Additional Local Option Gas Tax	0.211015%	0.208971%
Transit Local Option Gas Tax	0.107010%	0.105973%

Fiscal Impact/Analysis

The Town's estimated population increased to 7,572 from 7,389. The Town's estimated population percentage increase (.0247) outpaced the overall Broward County municipal population percentage increase (.0148) therefore, the Town's shared percentage increased (per the above table) on a year to year basis. Additionally, annual proceeds vary based on actual gasoline consumption within Broward County. However, assuming no change in consumption, it is estimated that gas taxes will increase approximately \$111, \$109 and \$40 in Fiscal Year 2017-2018 for the six cent, additional, and transit local option gas taxes, respectively.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk
 Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Reso - TA Approved	5/4/2017	Resolution
Exhibit 1 - 6th Cent Gas Tax Agreement	5/4/2017	Exhibit

Exhibit 2 -Additional Gas Tax Agreement
Exhibit 3 - 5th Cent Gas Tax Agreement

5/4/2017
5/4/2017

Exhibit
Exhibit

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RESOLUTION NO. 2017 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2017 AMENDMENTS TO THE THREE (3) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX, THE BROWARD COUNTY FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Commission enacted Ordinance #88-27 on June 14, 1988 to extend the levy of the six cent local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County; and

WHEREAS, the Broward County Commission enacted Ordinance #2000-25 on June 13, 2000 to extend the levy of the fifth cent local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County; and

WHEREAS, upon the creation of the municipality, the Town entered into an agreement with Broward County establishing its local option gas tax; and

WHEREAS, all three (3) Agreements provide that the population figures, which are the basis for the revenue, be adjusted annually based on the current "Florida Estimates of Population" as published by the Bureau of Economics and Business Research, Population Division, University of Florida; and

WHEREAS, this Agreement will provide funding for the 2017-18 fiscal year through the distribution of the Town's share of the proceeds from the six cent local option gas tax in the amount of 0.154341% of the incorporated portion; and

WHEREAS, this Agreement will provide funding for the 2017-18 fiscal year through the distribution of the Town's share of the proceeds from the fifth cent local option gas tax in the amount of 0.211015% of the incorporated portion; and

WHEREAS, this Agreement will provide funding for the 2017-18 fiscal year through the distribution of the Town's share of the proceeds from the local option gas tax for transit in the amount of 0.107010% of the incorporated portion; and

WHEREAS, Section 336.025 (1)(a), Florida Statutes, requires the majority of the population of the incorporated areas within the County to approve an Interlocal Agreement in support of the distribution and methodology for the distribution to continue in its present form.

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

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

Section 2: The Town Council hereby approves the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibit "1," "2," and "3," providing for the division and distribution of the proceeds of the local option gas tax.

Section 3: Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibit "1," "2," and "3," providing for the division and distribution of the proceeds of the local option gas tax and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2017 on a motion by _____ and seconded by _____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____	Absent	_____
Jablonski	_____		
Schroeder	_____		

[Signatures on Following Page]

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

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2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE

This 2017 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

WHEREAS, Section 336.025(1)(a), Florida Statutes, authorizes the County to extend the levy of the six (6) cents local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

WHEREAS, on June 14, 1988, the Board of County Commissioners enacted Ordinance No. 88-27, effective September 1, 1988, through August 31, 2018, pursuant to Section 336.025(1)(a), Florida Statutes, extending the levy of the six cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to the ordinance, the method for distribution of the proceeds is the execution of an interlocal agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the county which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County, as set forth in Section 336.025(3) (a) 1, Florida Statutes; and

WHEREAS, paragraph 4 of the Interlocal Agreement, as amended by the Addendum to the Interlocal Agreement and the prior amendments, requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

2. Sixty-two and Five tenths percent (62.5%) of said Local Option Gas Tax proceeds shall be distributed to the County, and the remaining Thirty-seven and Five tenths percent (37.5%) shall be divided among and distributed to the eligible municipalities within the COUNTY as follows:

Population of Individual Municipality x 37.5% =
Total Incorporated Area Population

Recipient	FY18 Percent Share of Proceeds
Coconut Creek	1.164205%
Cooper City	0.686321%
Coral Springs	2.573659%
Dania	0.633774%
Davie	2.027024%
Deerfield Beach	1.582936%
Fort Lauderdale	3.602662%
Hallandale	0.787218%
Hillsboro Beach	0.039013%
Hollywood	2.979101%
Lauderdale-by-the-Sea	0.125112%
Lauderdale Lakes	0.709945%
Lauderhill	1.440621%
Lazy Lake	0.000488%
Lighthouse Point	0.214145%
Margate	1.166447%
Miramar	2.732098%
North Lauderdale	0.898164%
Oakland Park	0.898857%
Parkland	0.603056%
Pembroke Park	0.128781%
Pembroke Pines	3.297975%
Plantation	1.800404%
Pompano Beach	2.189661%
Sea Ranch Lakes	0.013799%
Southwest Ranches	0.154341%
Sunrise	1.849038%
Tamarac	1.290437%
Weston	1.356010%
West Park	0.301019%
Wilton Manors	0.253689%
Total Incorporated	37.500000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

«Municipality»

GaxTax6_2017 Agreement

3. The population figures set forth herein are based on the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement shall be adjusted annually based on the current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon:

Recipient	FY18 Population
Coconut Creek	57,116
Cooper City	33,671
Coral Springs	126,264
Dania	31,093
Davie	99,446
Deerfield Beach	77,659
Fort Lauderdale	176,747
Hallandale	38,621
Hillsboro Beach	1,914
Hollywood	146,155
Lauderdale-by-the-Sea	6,138
Lauderdale Lakes	34,830
Lauderhill	70,677
Lazy Lake	24
Lighthouse Point	10,506
Margate	57,226
Miramar	134,037
North Lauderdale	44,064
Oakland Park	44,098
Parkland	29,586
Pembroke Park	6,318
Pembroke Pines	161,799
Plantation	88,328
Pompano Beach	107,425
Sea Ranch Lakes	677
Southwest Ranches	7,572
Sunrise	90,714
Tamarac	63,309
Weston	66,526

West Park	14,768
Wilton Manors	12,446
Total Incorporated	1,839,754
Unincorporated Area	14,759
Total County	1,854,513

3. This 2017 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2017 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this 2017 Amendment shall control.

5. This 2017 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6. In the event any provision within this 2017 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2017 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on April 4th, 2017, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

4th day of April, 2017

Approved as to form by:
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

**2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX
IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE**

MUNICIPALITY

WITNESSES:

Town of Southwest Ranches

By _____
Doug McKay, Mayor

____ day of _____, 2017.

ATTEST:

By _____
Russell Muniz
Assistant Town Administrator/Town Clerk

Andy Berns, Town Administrator
____ day of _____, 2017.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, Town Attorney

2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

This 2017 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the “County”) and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the “Municipalities”).

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of paragraph (1) (b) 2 of Section 336.025, Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance shall be distributed to the County and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY18 Percent Share of Proceeds
Coconut Creek	1.591700%
Cooper City	0.938339%
Coral Springs	3.518707%
Dania	0.866495%
Davie	2.771347%
Deerfield Beach	2.164190%
Fort Lauderdale	4.925560%
Hallandale	1.076284%
Hillsboro Beach	0.053339%
Hollywood	4.073027%
Lauderdale-by-the-Sea	0.171053%
Lauderdale Lakes	0.970637%
Lauderhill	1.969616%
Lazy Lake	0.000670%

Lighthouse Point	0.292780%
Margate	1.594766%
Miramar	3.735324%
North Lauderdale	1.227969%
Oakland Park	1.228917%
Parkland	0.824498%
Pembroke Park	0.176069%
Pembroke Pines	4.508991%
Plantation	2.461512%
Pompano Beach	2.993704%
Sea Ranch Lakes	0.018867%
Southwest Ranches	0.211015%
Sunrise	2.528005%
Tamarac	1.764286%
Weston	1.853937%
West Park	0.411553%
Wilton Manors	0.346843%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement, for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance, shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon by the parties hereto:

Recipient	FY18 Population
Coconut Creek	57,116
Cooper City	33,671
Coral Springs	126,264
Dania	31,093
Davie	99,446

Deerfield Beach	77,659
Fort Lauderdale	176,747
Hallandale	38,621
Hillsboro Beach	1,914
Hollywood	146,155
Lauderdale-by-the-Sea	6,138
Lauderdale Lakes	34,830
Lauderhill	70,677
Lazy Lake	24
Lighthouse Point	10,506
Margate	57,226
Miramar	134,037
North Lauderdale	44,064
Oakland Park	44,098
Parkland	29,586
Pembroke Park	6,318
Pembroke Pines	161,799
Plantation	88,328
Pompano Beach	107,425
Sea Ranch Lakes	677
Southwest Ranches	7,572
Sunrise	90,714
Tamarac	63,309
Weston	66,526
West Park	14,768
Wilton Manors	12,446
Total Incorporated	1,839,754
Unincorporated Area	14,759
Total County	1,854,513

3. This 2017 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2017 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be

made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2017 Amendment and the Interlocal Agreement, as previously amended, the parties agree that this 2017 Amendment shall control.

6. This 2017 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2017 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on April 4th, 2017, and each MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

4th day of April, 2017

Approved as to form by:
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

**2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE**

MUNICIPALITY

WITNESSES:

Town of Southwest Ranches

By _____
Doug McKay, Mayor

____ day of _____, 2017.

ATTEST:

By _____
Russell Muniz
Assistant Town Administrator/Town Clerk

Andy Berns, Town Administrator
____ day of _____, 2017

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, Town Attorney

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2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

This 2017 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the COUNTY; and

WHEREAS, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the fifth-cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to said Ordinance, the method for distribution of the proceeds is the execution of an Interlocal Agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the County which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County; and

WHEREAS, paragraph 4 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of paragraph (1) (b) of Section 336.025, Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, including section 2.1.2, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of said proceeds shall be distributed to the County, from which amount the County will retain forty-eight percent (48%) of the total proceeds and will distribute twenty-six percent (26%) of the total proceeds to the municipalities through grant agreements for Community Shuttle Services. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the following manner:

Population of Individual Municipality
 Total incorporated area Population X 26.0000%

Recipient	FY18 Population	FY18 Percent Share of Proceeds
Coconut Creek	57,116	0.807182%
Cooper City	33,671	0.475849%
Coral Springs	126,264	1.784404%
Dania	31,093	0.439416%
Davie	99,446	1.405403%
Deerfield Beach	77,659	1.097502%
Fort Lauderdale	176,747	2.497846%
Hallandale	38,621	0.545804%
Hillsboro Beach	1,914	0.027049%
Hollywood	146,155	2.065510%
Lauderdale-by-the-Sea	6,138	0.086744%
Lauderdale Lakes	34,830	0.492229%
Lauderhill	70,677	0.998830%
Lazy Lake	24	0.000341%
Lighthouse Point	10,506	0.148474%
Margate	57,226	0.808736%
Miramar	134,037	1.894254%
North Lauderdale	44,064	0.622727%
Oakland Park	44,098	0.623207%
Parkland	29,586	0.418119%
Pembroke Park	6,318	0.089288%
Pembroke Pines	161,799	2.286596%
Plantation	88,328	1.248280%
Pompano Beach	107,425	1.518165%
Sea Ranch Lakes	677	0.009568%
Southwest Ranches	7,572	0.107010%
Sunrise	90,714	1.282000%
Tamarac	63,309	0.894703%
Weston	66,526	0.940167%
West Park	14,768	0.208706%
Wilton Manors	12,446	0.175891%
Total Incorporated	1,839,754	26.000000%
Unincorporated Area	14,759	
Total County	1,854,513	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section, for the distribution of the Fifth Cent, shall be adjusted annually based on the current Florida Estimates of Population.

2.1.2 As stated above, the other Twenty-six percent (26%) shall be distributed by the County to the Municipalities through grant agreements for Community Shuttle Services.

2. This 2017 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2017 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2017 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2017 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have made and executed this 2017 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on April 4th, 2017, and each MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

4th day of April, 2017

Approved as to form by:
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Town of Southwest Ranches

By _____
Doug McKay, Mayor

____ day of _____, 2017.

ATTEST:

Russell Muniz
Assistant Town Administrator/Town Clerk

By _____
Andy Berns, Town Administrator
____ day of _____, 2017.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, Town Attorney

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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andy Berns
FROM: Sandy Luongo
DATE: 5/11/2017
SUBJECT: Janitorial Agreement with CSI, Inc.

Recommendation

This Resolution has been placed on the agenda for Town Council's review and consideration for a two (2) year agreement with the option for up to three (3) - one (1) year renewals, at the Town's discretion with Cleaning Systems, Inc. (CSI) to service the janitorial needs of Town Hall.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On June 21, 2016, the Town, in compliance with the Town's procurement procedures, published an Invitation For Bid (16-002), seeking janitorial services for Town Hall.

On July 15, 2016, at an advertised public meeting, the Town reviewed four (4) proposals and ranked Sun City Cleaning Services, Inc. as the most responsive and responsible proposer.

On March 9, 2017, the Town sent a "notice of breach" letter to Sun City, Inc. with a request to

cure inadequate and unacceptable service.

As the quality of service continued to decline, on May 1, 2017, the Town sent a final “notice of breach” letter to Sun City, Inc. terminating services effective May 1, 2017.

The Town would like to enter into an agreement with the second most responsible service provider, Cleaning Systems, Inc. (CSI), a former service provider for the Town, as the Town’s preferred janitorial service provider for a two (2) year term which may be renewed for up to three (3), one (1) year renewals at the sole discretion of the Town.

Fiscal Impact/Analysis

The cost for janitorial services for Cleaning Systems, Inc. is \$11,700 per year, or \$900 per month, for core services. \$8,100 has been adopted for the FY 2017 budget in the general fund account number 001-3900-519-46010 (maintenance services) for Sun City, Inc. services. For the remainder of FY 2017, the amount of \$1,125, or \$225 per month for five (5) months, will be transferred from the general contingency account, 001-3900-519-99100, to the maintenance services account, 001-3900-519-46010 to fund the remaining FY budgetary needs.

This agreement allows for additional fees, if additional services are requested by the Town. The Town is not obligated to utilize the alternate services of the vendor if more affordable options are available.

The following is the original bid tabulation for required services pursuant to IFB 16-002 per responding vendor:

Vendor	Monthly Janitorial Service	Pressure Clean Building and Grounds (Alternate Pricing)	Pressure Clean Patio and Furniture Only (Alternate Pricing)	Pressure Clean Roof Only (Alternate Pricing)
Sun City	\$675	\$350	\$150	\$450
Cleaning Systems Inc.	\$900	\$500	\$150	\$300
Ceiling to Floor Cleaning Inc.	\$1,083	\$664	\$50	\$500
X Clean Corp.	\$1,290	\$150	\$60	\$250

Staff Contact:

Sandy Luongo, General Services Manager
Martin Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
CSI Janitorial Services Reso - TA Approved	5/4/2017	Resolution
CSI Janitorial Services Agreement - TA Approved	5/4/2017	Agreement

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RESOLUTION NO. 2017 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A TWO (2) YEAR SERVICE AGREEMENT WITH CLEANING SYSTEMS, INC. (CSI) TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires Town Hall Janitorial Services (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 16-002 on June 21, 2016 (“IFB”); and

WHEREAS, four (4) Bids were received by the Town on July 22, 2016; and

WHEREAS, on October 22, 2015, pursuant to Resolution No. 2016-002, the Town Council approved the recommended award and selected Sun City, Inc. for Town Hall Janitorial Services; and

WHEREAS, on March 9, 2017, as a result of numerous contractual deficiencies, the Town sent Sun City, Inc., a “notice of breach”; and

WHEREAS, on May 1, 2017, finding that the contractual deficiencies had not been cured, the Town terminated its Agreement with Sun City, Inc.; and

WHEREAS, the Town would like to enter into an agreement with the second most responsive and responsible service provider, Cleaning Systems, Inc. (CSI), a former service provider for the Town, as the Town’s preferred janitorial service provider for a two (2) year term which may be renewed for up to three (3), one (1) year renewals at the sole discretion of the Town.

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

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

Section 2: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement with Cleaning Systems, Inc. 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 to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11 day of May, 2017, on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

114056424.1



EXHIBIT "A"

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

CLEANING SYSTEMS, INC.

FOR

TOWN HALL JANITORIAL SERVICES

IFB No. 16-002

AGREEMENT FOR
TOWN HALL JANITORIAL SERVICES

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 2nd day of May, 2017 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Cleaning Systems, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires Town Hall Janitorial Services (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 16-002 on June 21, 2016 (“IFB”); and

WHEREAS, four (4) Bids were received by the Town on July 22, 2016; and

WHEREAS, on October 22, 2015, pursuant to Resolution No. 2016-002, the Town Council approved the recommended award and selected Sun City, Inc. for Town Hall Janitorial Services; and

WHEREAS, on March 9, 2017, as a result of numerous contractual deficiencies, the Town sent Sun City, Inc., a “notice of breach”; and

WHEREAS, on May 1, 2017, finding that the contractual deficiencies had not been cured, the Town terminated its Agreement with Sun City, Inc.; and

WHEREAS, the Town would like to enter into an agreement with the second most responsive and responsible service provider, Cleaning Systems, Inc. (CSI), a former service provider for the Town, as the Town’s preferred janitorial service provider for a two (2) year term which may be renewed for up to three (3), one (1) year renewals at the sole discretion of the Town.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is Exhibit “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below).

Section 2: Term of this Agreement

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Town Hall Janitorial Services.
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Since the Town is without a janitorial service provider, the parties have agreed that this Agreement will commence immediately upon its execution, and shall continue on a weekly basis until such time as it is formally brought before the Town Council for approval. Once approved by the Town Council, this Agreement is for a two (2) year term, commencing upon the date of the Town Council’s approval. This Agreement may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Bid advertisement, incorporated herein by reference, the IFB, and the Town’s Procurement Code.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed a monthly fee of \$900.00 Dollars (“Contract Price”). See Exhibit “D” for additional pricing.
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town.

Section 4: Assignment

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

Section 5: Contractor’s Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other

persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor’s insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer’s limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** 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 **One Million Dollars (\$1,000,000)** per

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** 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.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with **at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.** Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF**

SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract 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 Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this

Agreement.

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

The Agreement may be terminated upon the following events:

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

3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

[SECTION NOT USED]

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect or be deemed severed from the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor’s fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator’s decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator’s decision shall be final and conclusive. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree to conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

apply to this Agreement or the Work, and that the parties hereby “opt out” of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

James Fischer
Cleaning Systems, Inc.
4620 N. Hiatus Road
Sunrise, FL 33351

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
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pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate

this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Cleaning Systems, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of May, 2017.

WITNESSES:

CONTRACTOR: Cleaning Systems, Inc.

By: _____
_____, _____ (title)
____ day of May, 2017

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of May, 2017

By: _____
Andrew D. Berns, Town Administrator
____ day of May, 2017

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

114053254.1

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

Exhibit "B"
LOCATIONS
AND
CLEANING SCHEDULE

Location:

Town Hall Administrative Offices and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies will be provided by the vendor
- Vendor will provide all necessary cleaning equipment.

Twice Weekly (each servicing day, preferably Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm – through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces
- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town Hall Janitorial Services
IFB No. 16-002

- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

EXHIBIT "C"
GENERAL HOUSEKEEPING PROVISIONS

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building. Equipment is not to be stored on site at Town Hall.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely.
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors
5. Stripping:
 - a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
 - b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
 - c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.
6. Scrubbing/Refinishing:

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- a. Scrub floor with grade pads before refinishing
- b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

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EXHIBIT “D”

ADDITIONAL PRICING (Additional Services as requested by the Town)

Service Requests	Frequency	Price
Additional Services		
Pressure clean all concrete areas surrounding the Town Hall building and shed including sidewalks, curbs, remove water stains on building and shed. See below.	Upon Request, Price should be for each request.	\$ 500.00
Clean patio furniture and equipment	Upon Request, Price should be for each request.	\$ 150.00
Pressure clean roof	Upon Request, Price should be for each request.	\$ 300.00

A.Stripping:

- a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
- b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
- c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

B.Scrubbing/Refinishing:

- Scrub floor with grade pads before refinishing
- Scrub with a floor cleaning compound designed expressly for deep cleaning prior to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 5/11/2017
SUBJECT: CCA Reso

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

The Town owns certain lands within its corporate boundaries, legally described as Lots 60, 61, 62 and the vacated Right-of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, as recorded in Plat Book 157, Page 39, of the Public Records of Broward County, Florida, which contemplates the construction of two (2) lanes on Southwest 202 Avenue from the property south to Sheridan Street and other related improvements.

In connection with the improvements, an Irrevocable Standby Letter of Credit was issued by Wachovia Bank, N.A to the prior owner of the property, Corrections Corporation of America, Inc n/k/a CoreCivic, Inc. Since the property has been transferred to the Town, the requirement to build this roadway and the related improvements has similarly transferred to the Town. Therefore, the Town desires to release CoreCivic, Inc. from any and all obligations for such construction of improvements set forth in Exhibit "A."

Fiscal Impact/Analysis

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
CCA Reso - TA Approved	5/4/2017	Resolution
Exhibit A	5/5/2017	Exhibit

RESOLUTION NO. 2017 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE RELEASE OF CORECIVIC, INC F/K/A CORRECTIONS CORPORATION OF AMERICA, INC FROM THAT CERTAIN LETTER OF CREDIT RELATING TO THE CONSTRUCTION OF THE SOUTHWEST 202nd AVENUE IMPROVEMENTS, NOW THAT THE TOWN IS THE OWNER OF THE PROPERTY, AND FURTHER PROVIDING THAT THE FUTURE CONSTRUCTION OF IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH THOSE STANDARDS OF THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town owns certain lands within its corporate boundaries, legally described as Lots 60, 61, 62 AND THE Vacated Right-of-Way of Sylvan Pass, according to the REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, as recorded in Plat Book 157, Page 39, of the Public Records of Broward County, Florida, which contemplates the construction of two (2) lanes on Southwest 202 Avenue from the property south to Sheridan Street and other related improvements set forth more specifically on Exhibit "A" attached hereto; and

WHEREAS, on May 22, 2006, in connection with the improvements set forth on Exhibit A attached hereto, an Irrevocable Standby Letter of Credit was issued by Wachovia Bank, N.A to the prior owner of the property, Corrections Corporation of America, Inc n/k/a CoreCivic, Inc (the "Letter of Credit"); and

WHEREAS, since the property has been transferred to the Town, the requirement to build this roadway and the related improvements has similarly transferred to the Town; and

WHEREAS, the Town desires to release CoreCivic, Inc. from any and all obligations for such construction of improvements set forth on Exhibit "A" attached hereto as required in the Letter of Credit; and

WHEREAS, this Resolution in no way seeks or is intended to release, Bergeron, or a related entity, from any agreement or requirement that it may have to construct these improvements; and

WHEREAS, the Town affirms that any construction requirements set forth in Exhibit "A" attached hereto will be performed in satisfaction of Broward County requirements, including those standards of the Highway Construction and Safety Division;

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

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

Section 2. The Town hereby: (a) forever releases CoreCivic, Inc from any and all obligations with respect to the construction of improvements concerning SW 202nd Avenue , including but not limited to those obligations set forth in Exhibit 'A" attached hereto and required by the Letter of Credit; (b) accepts responsibility and liability, which it may transfer or assign, to construction obligations set forth in Exhibit "A" attached hereto in accordance with those standards of Broward County, Florida, and specifically those of its Highway Construction and Engineering Division; (c) does not release Bergeron, or a related entity, from any requirement that it may have to construct these improvements; and (d) may enter into such agreements, covenants or other instruments with parties which they deem necessary and proper to effectuate the intent of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this 11th day of May, 2017, on a motion by

_____ and seconded by _____.

McKay	___	Ayes	___
Breitkreuz	___	Nays	___
Fisikelli	___	Absent	___
Jablonski	___		
Schroeder	___		

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Improvement Description

Completion Date

Improvement Description	Completion Date
Two (2) lanes on Southwest 202 Avenue from the site south to Sheridan Street	Prior to issuance of Certificates of Occupancy within the Project.
Pavement based on a 100 foot diameter on the cul de sac at the northern terminus of Southwest 202 Avenue.	Prior to issuance of Certificates of Occupancy within the Project.
A westbound right turn lane on Sheridan Street at Southwest 202 Avenue with 150 feet of storage* and 100 feet of transition.	Prior to issuance of Certificates of Occupancy within the Project.
An eastbound left turn lane on Sheridan Street at Southwest 202 Avenue with 200 feet of storage# and 100 feet of transition.	Prior to issuance of Certificates of Occupancy within the Project.
A southbound left turn lane on Southwest 202 Avenue at Sheridan Street with 200 feet of storage# and 100 feet of transition.	Prior to issuance of Certificates of Occupancy within the Project.
Construct a sidewalk along Southwest 202 Avenue from the site driveway to Sheridan Street.	Prior to issuance of Certificates of Occupancy within the Project.
Installation of pavement markings and signs	Concurrently with construction of the above required road improvements.

EXHIBIT

A

tables

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

Thursday 7:00 PM

March 23, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2016

Town Financial Administrator Sherwood made a presentation and introduced Beila Sherman, CPA, of the external auditing firm of Marcum, LLP. Ms. Sherman indicated that the Town's 2016 Comprehensive Annual Financial Report (CAFR) was complete with no material weaknesses found.

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

MOTION: TO ACCEPT THE 2016 CAFR AS PRESENTED.

Quasi-Judicial Hearing

4. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-16-16 TO SUBDIVIDE APPROXIMATELY 11.52 NET ACRES OF PROPERTY INTO TWO LOTS; GENERALLY LOCATED AT THE NORTHWEST CORNER OF STIRLING ROAD AT ITS INTERSECTION WITH SW 130th AVENUE (MELALEUCA ROAD), DESCRIBED AS THE EAST HALF OF TRACTS 37, 38, 39 AND 40, AND THE EAST 165 FEET OF THE WEST HALF OF TRACTS 37, 38, 39 AND 40 IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 633.02 FEET, SOUTH 40 FEET AND EAST 50 FEET OF THE SAID COMBINED PARCELS, SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH STAFF RECOMMENDATIONS.

5. Public Comment

The following members of the public addressed the Town Council: Bob Hartmann, and John Eastman.

6. Board Reports

Mary Gay Chaples, speaking on behalf of the Southwest Ranches Historical Society, spoke about a conceptual directory that was being explored that would feature Town businesses. The idea evolved into a Historical Society website that would be funded through advertisements of businesses owned by Town residents. She spoke of the financial challenges of starting the website and asked the Town for a loan of \$5,000.

Newell Hollingsworth, Chair of the Comprehensive Planning Advisory Board, asked that the Town Council grant the Board review authority of the implementing ordinances pertaining to the U.S. Highway 27 Business Category.

7. Council Member Comments

Council Member Jablonski spoke about the Country Estates Community Barbecue. He advised that the Rolling Oaks Civic Association would be hosting an Easter Egg Hunt at the park on April 1st. Lastly, he urged Town residents to take advantage of the Household Hazardous Waste and Shred A Thon at Rolling Oaks Park on April 8th.

Council Member Schroeder spoke of her recent trip to Tallahassee for Broward Days during the Legislative Session.

Vice Mayor Breitreuz also spoke about his attendance at Broward Days in Tallahassee. He thanked the Town's lobbyists, Southern Strategies Group, for communicating the Town's appropriation priorities to key lawmakers. He remarked that it was interesting to watch the Senate debate on the Stand Your Ground law that was being modified. He also spoke about committee meetings concerning companion communication bills which the Town opposes that seek to preempt local control. He advised Mitch Taylor from the Town of Davie was there as well and he hoped that Davie and the Town could partner to help defeat these bills. Lastly, he advised that newly paid members of the Country Estates HOA would receive free meal tickets for the Country Estates Barbecue.

Mayor McKay spoke of his experience at Broward Days in Tallahassee. He was optimistic of the Town's prospects for funding of key projects.

8. Legal Comments

Town Attorney Poliakoff was appreciative of Southern Strategies efforts during the Legislative Session. He explained that the Town's representatives were the only contingent that were able to have a meeting with the Chair of the Appropriations Committee during Broward Days and felt that if the Town was successful in receiving funding it would be attributable to that meeting. He advised that the property owners that were before the Council earlier in the evening for the Waiver of Plat application grew up in the Ranches and he was excited to see them return and develop this property for themselves. He informed the Town Council that a recent outage of the Town's primary telephone service rolled over to its secondary service with minimal disruption and recognized Assistant Town Administrator/Town Clerk Muniz's efforts in including that in our new provider agreement. He spoke of the redrafted police and fire services agreement with the Town of Davie and advised that the combined agreement would be for a five-year period with a lower annual increase than originally proposed. He was optimistic that the final terms of the agreement would be agreed upon soon and sent to Council for consideration. He also spoke about the Town's Request for Proposals (RFP) for solid waste and recycling services. He advised that several questions were asked by potential proposers and due to the volume of the questions, and the answers provided, the deadline to respond was extended an additional week. Lastly, he spoke about the CCA v. Pembroke Pines case and advised that Pines wishes to depose Town Administrator Berns even though he was not employed by the Town when the conflict began. He advised that the Town filed a motion for Summary Judgement, which he believed the judge should grant because the Town will be able to prove that Pembroke Pines interfered with CCA's ability to construct the detention center. As it related to the funding request made by Mary Gay Chaples on behalf of the Southwest Ranches Historical Society for a website, Town Attorney Poliakoff suggested that contributions from private businesses be solicited ahead of the development of the website. He felt that enough money could be raised to begin the development of the website.

9. Administration Comments

Town Administrator Berns provided a final draft of the presentation on the five acre Town-owned parcel on Griffin Road and SW 163rd Avenue. He indicated that pending Town Council review and input, the presentation would then be circulated to the Town advisory boards for their review and input.

Ordinance – 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN UPDATE TO THE TEN-YEAR WATER SUPPLY FACILITIES PLAN ("WSFP") AND ADOPTING AN IMPLEMENTING AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE WSFP UPDATE AND COMPREHENSIVE PLAN AMENDMENT TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading – November 10, 2016}**

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

MOTION: TO APPROVE THE ORDINANCE.

11. Approval of Minutes

- a. February 23, 2017 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES.

12. Appointments

- a. Broward League of Cities Delegate and Alternate

The following motion was made by Council Members Schroeder,, seconded by Council Member Fisikelli and passed by 4-1 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitreuz, and Mayor McKay voting No.

MOTION: TO APPOINT MAYOR MCKAY AS THE DELEGATE AND COUNCIL MEMBER SCHROEDER AS THE ALTERNATE.

13. Adjournment – Meeting was adjourned at 8:21 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 11th day of May, 2017.

Doug McKay, Mayor

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