



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of April 12, 2018

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

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

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

**1. Call to Order/Roll Call**

**2. Pledge of Allegiance**

**3. 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, ENACTING A ZONING IN PROGRESS, PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE, TO FURTHER REGULATE ANY NEW NURSERY, EXPANSION OF AN EXISTING NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; ENACTING A ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED SIX (6) MONTHS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**

**SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CAP GOVERNMENT INC., FOR BUILDING PLAN REVIEW, INSPECTION, AND EMERGENCY SERVICES, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR THEIR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES; AUTHORIZING THE MAYOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FOUR HUNDRED EIGHTY THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$480,275.00) WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. TO COMPLETE THE DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT AS ADOPTED IN ORDINANCE 2017-015 TO CURRENT FISCAL YEAR 2017-2018 IN THE AMOUNT OF \$87,765.00; AND PROVIDING AN EFFECTIVE DATE.**

**12. Approval of Minutes**

- a. February 22, 2018 Regular Meeting**

**13. Appointments**

- a. 2018 Broward League of Cities Board of Directors**

**14. Adjournment**

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



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

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

**Town Council**  
**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:** 4/12/2018  
**SUBJECT:** Zoning In Progress - Nurseries

---

### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

### **Background**

As vacant lands become scarce in Broward County, more and more nursery operators are looking to open commercial nursery operations within the Town. Although the Town prides itself on being rural, commercial nursery operations have been popping up in the middle of residential communities, without any regard to access or minimum lot size requirements. The commercial traffic generated by these nurseries are causing damage to the Town's rural roadway network, and creating unsafe conditions.

As a result, the Town is now forced to enact guidelines to properly site commercial nursery operations in order to ensure the health, safety, and welfare of its residents. In order to give the Town the necessary time to fully examine this matter, a zoning in progress is necessary. Enactment of this resolution will place a temporary hold on the issuance of any permit, business tax receipt, or certificate of use, for any new, or the expansion of, a nursery operation in the Town for a period of time not to exceed six (6) months or until the Town's revised regulations have been adopted, whichever comes first.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description

Zoning In Progress Reso Nursery - TA Approved

Upload Date

4/4/2018

Type

Resolution



**RESOLUTION NO. 2018-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS, PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE, TO FURTHER REGULATE ANY NEW NURSERY, EXPANSION OF AN EXISTING NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; ENACTING A ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED SIX (6) MONTHS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEAREAS**, as vacant lands become scarce in Broward County, more and more nursery operators are looking to open commercial nursery operations within the Town; and

**WHEREAS**, although the Town prides itself on being rural, commercial nursery operations have been popping up in the middle of residential communities, without any regard to access or minimum lot size requirements; and

**WHEREAS**, the commercial traffic generated by these nurseries are causing damage to the Town's rural roadway network, and creating unsafe conditions; and

**WHEREAS**, as a result, the Town is now forced to enact guidelines to properly site commercial nursery operations in order to ensure the health, safety, and welfare of its residents; and

**WHEREAS**, in order to give the Town the necessary time to fully examine this matter, a zoning in progress is necessary;

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

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** That in furtherance of Section 005-240 of the Town's Unified Land Development Code ("ULDC"), the Town Council hereby establishes a zoning in progress to further regulate any new nursery, expansion of an existing nursery, or storage or growth of any plant material in containers.

**Section 3.** The Town shall prohibit the creation of any new commercial nursery operation until this zoning in progress has been terminated.

**Section 4.** This zoning in progress shall place a temporary hold on the issuance of any permit, business tax receipt, or certificate of use, for any new, or the expansion of, a nursery operation in the Town for a period of time not to exceed six (6) months or until the Town's revised regulations have been adopted, whichever is sooner.

**Section 5. Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 6. Severability.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_nd day of April 2018 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

ATTEST:

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

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
114816561.1



**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 Muñoz, Assistant Town Administrator/Town Clerk  
**DATE:** 4/12/2018  
**SUBJECT:** Building Plan Review and Inspection Services

---

### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with CAP Government, Inc. for Building Plan Review and Inspection Services. Based upon a competitive procurement process recommendation from a Selection and Negotiation Committee (SNC) a majority of which was comprised of independent members.

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

### **Background**

On October 5, 2006, the Town Council adopted Resolution 2007-001 approving CSA Southeast, Inc. for Plans Review and Building Inspection Services. On September 1, 2006 CSA Southeast, Inc. changed their name to CAP Government, Inc and on March 8, 2012, the Town Council adopted Resolution 2012-028 extending the contract with CAP Government, Inc. On June 25, 2015, the Town Council adopted Resolution 2015-055 approving a three (3) year extension of the contract through March 1, 2018.

A Request for Proposal (RFP) was advertised on January 19, 2018 in accordance with the

Town's procurement code. This RFP conformed to 2 CFR pt. 200 which includes federal requirements that procurements must meet in order for Federal Emergency and Management Agency (FEMA) to reimburse eligible expenses, when necessary. Also, as a requirement of 2 CFR pt. 200, the Town actively reached out to Small and Minority Businesses and Women's Business Enterprises in an attempt to participate in the RFP process. The proposals were due on February 26, 2018 and resulted in the receipt of three (3) proposals: Cap Government, Inc. Calvin Giordano & Associates, Inc. and Code Services Inc.

On March 14, 2018, the proposals were reviewed by the Selection and Negotiation Committee (SNC) which included four members with extensive construction industry experience and one staff member. The SNC deemed the proposers responsive and responsible. Also, during this meeting the SNC requested oral presentations from the respective proposers. On March 21, 2018, each proposer was granted 20 minutes to make a presentation and 20 minutes was allotted for the SNC to ask questions and get answers. Following the presentations, the SNC members completed their individual scoring based on the selection criteria and point scale as advertised in the RFP. See below selection criteria:

<b>Selection Criteria</b>	<b>Points</b>
Methodology, Management Approach, and Technique	25
Qualifications and Experience of Staff	15
Availability of Personnel and Equipment	15
Experience and History of Firm	15
Financial Stability	15
Pricing Proposal	15
<b>Maximum Points</b>	<b>100</b>

As a result of the SNC scoring, Cap Government, Inc. was ranked as the highest qualified proposer. The table below shows the combined rankings based on the rankings by the committee members.

	<b>Cap Government, Inc.</b>	<b>Calvin Giordano &amp; Associates, Inc.</b>	<b>Code Services, Inc.</b>
<b>Committee Ranking</b>	<b>466/500 = 93</b>	<b>433/500 = 87</b>	<b>395/500 = 79</b>

### **Fiscal Impact/Analysis**

Based on the details outlined in each individual proposer's submission, the revenue allocation percentage for the current gross building revenues are outlined below:

<b>Proposer's Name</b>	<b>Dollar Thresholds</b>					
	<b>\$0 to \$500,000</b>		<b>\$500,001 to \$1,000,000</b>		<b>&gt; \$1,000,000</b>	
	<b>Proposer</b>	<b>Town Cost Recovery</b>	<b>Proposer</b>	<b>Town Cost Recovery</b>	<b>Proposer</b>	<b>Town Cost Recovery</b>
CAP	75%	25%	75%	25%	75%	25%

Government, Inc.						
Calvin Giordano & Associates, Inc.	85%	15%	80%	20%	75%	25%
Code Services, Inc.	75%	25%	75%	25%	75%	25%

Additionally, each proposer addressed the permit fee schedule per Resolution 2012-031 adopted on March 22, 2012 and Resolution 2016-034 adopted on May 12, 2016 in their proposal. Each proposer's comments were as follows:

- **Cap Government, Inc.:** proposed no changes and suggested no modifications to the Town's Building Department fee schedule with an annual review three (3) months prior to the beginning of each fiscal year.
- **Calvin Giordano & Associates, Inc.:** recommended a review of the fee schedule six (6) months after the transition date.
- **Code Services, Inc.:** recommended an immediate detailed fee restructure as part of their proposal.

It is important to mention both the revenue allocation percentage and the permit fee schedule as these two components impact the cost recovery reimbursed to the Town from the Building Department. These components are variable and impact the Town financially if there is an increase/decrease in volume of activity and if Town Council adopts a change to the rates. The cost recovery received is used to offset the full costs of code/building compliance including: rent for second office, use of conference rooms, copiers and parking spaces for employees/visitors, cleaning, maintenance, insurance, utility costs (electric, water, internet), etc. additional impact on the front desk staff and townwide administrative time (financial accounting and dealing with residential permit problem solving). Therefore at contract inception, it is impossible to quantify the dollar impact until rates are modified. Only Calvin and Giordano & Associates proposal would result in an immediate 5% to 10% annualized reduction in cost recovery (20% or 15% proposed vs 25% currently) or \$ 51,064.23 based on FY 2017 total building permit revenue of \$521,284.51.

### **Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk  
Mara Semper, Procurement and Budget Officer  
Martin Sherwood, Town Financial Administrator

### **ATTACHMENTS:**

Description	Upload Date	Type
Building Department Services Resolution - CAP Government - TA Approved	4/4/2018	Resolution
Agreement	3/23/2018	Agreement

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CAP GOVERNMENT INC., FOR BUILDING PLAN REVIEW, INSPECTION, AND EMERGENCY SERVICES, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR THEIR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 5, 2006, the Town Council adopted Resolution 2007-001 approving CSA Southeast, Inc. for Plans Review and Building Inspection Services; and

**WHEREAS**, on September 1, 2006 CSA Southeast, Inc. changed their name to CAP Government, Inc., and on March 8, 2012, the Town Council adopted Resolution 2012-028 extending the contract with CAP Government, Inc; and

**WHEREAS**, on June 25, 2015, the Town Council adopted Resolution 2015-055 approving a three (3) year extension of the contract through March 1, 2018; and

**WHEREAS**, on January 19, 2018, the Town, in compliance with the Town's procurement procedures, which include compliance with 2CFR PART 200 federal requirements, published a Request for Proposal (RFP) seeking Building Plan Review and Inspection Services; and

**WHEREAS**, on February 26, 2018, the Town received three (3) proposals from CAP Government, Inc., Calvin Giordano and Associates, Inc., and Code Services, Inc.; and

**WHEREAS**, on March 14, 2018, at a publicly noticed meeting, the Town's Selection and Negotiation Committee (SNC) reviewed the three (3) proposals and decided to hear presentations; and

**WHEREAS**, on March 21, 2018, at a publicly noticed meeting, the SNC heard from the three (3) proposers and ranked CAP Government, Inc. as the highest most responsive and responsible vendor; and

**WHEREAS**, the Town Council is desirous of entering into this agreement with CAP Government, Inc. for Building Plan Review and Inspection Services.

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

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

**SECTION 2.** The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and CAP Government, Inc. for Building Plan Review and Inspection Services.

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

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, this 12<sup>th</sup> day of April 2018, on a motion by \_\_\_\_\_, seconded by

\_\_\_\_\_.

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

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

ATTEST:

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

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

Approved as to legal Form and Correctness

\_\_\_\_\_  
Keith M. Poliakoff, Esq., Town Attorney

114816652.1





**EXHIBIT “A”**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**CAP GOVERNMENT, INC.**

**FOR**

**BUILDING PLAN REVIEW AND INSPECTIONS SERVICES**

**RFP No. 18-002**

AGREEMENT FOR  
BUILDING PLAN REVIEW AND INSPECTIONS SERVICES

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 12<sup>th</sup> day of April 2018 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and CAP Government, Inc. (hereinafter referred to as “Contractor”).**

WHEREAS, on January 19, 2018, the Town, in compliance with the Town’s procurement procedures, published a Request for Proposal (“RFP”) seeking Building Plan Review and Inspections Services; and

WHEREAS, on February 26, 2018, at 11:00 AM, the Town opened the three (3) responses that it received from Contractor; and

WHEREAS, on March 14, 2018, at a publicly notice meeting, the Town’s Selection and Negotiation Committee (SNC) reviewed the proposals received and decided to hear presentations at the next scheduled SNC meeting; and

WHEREAS, on March 21, 2018, at a publicly notice meeting, the Town’s SNC heard from the three (3) proposers and ranked Contractor as the highest qualified proposer; and

WHEREAS, on \_\_\_\_\_, \_\_, 2018, pursuant to Resolution No. 2018 - \_\_\_\_\_ the Town Council approved the ranking of the SNC and authorized Town Administrator to negotiate an agreement with Contractor; and

WHEREAS, Contractor and the Town desire to enter into an Agreement for the provision of Building Plan Review and Inspections Services by Contactor under the terms and conditions set forth hereinafter.

**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 Contractor agrees to provide plans review and building inspection services, as identified in the Request for Proposals (to which this Agreement is Exhibit “A” and which is incorporated herein by reference), and as specifically delineated herein as Exhibit “A-1” attached (hereinafter referred to as “Scope of Services”, “Services”, or “Work”).
- 1.2 Town hereby appoints Contractor as the Building Official for the Town and authorizes the Official to perform the required duties, as requested by the Town pursuant to Exhibit “A-1” attached hereto and made a part thereof.

- 1.3 Contractor agrees that all plan reviewers and inspectors must be specifically state certified to perform their designated tasks, including but not limited to maintaining a valid state and county license when appropriate. Contractor's employees credentials must be kept up to date and a copy shall remain on file with the Town. Contractor shall also designate staff to maintain all of the Town's files.
- 1.4 As it relates to this Agreement, Contractor designates Jack Fisher, as its chief building official. Contractor may not remove Jack Fisher as the Town's chief building without the written consent of the Town Administrator.
- 1.5 Contractor's staff shall be available upon request, at no additional compensation, for staff support services at meetings of the Town Council or its boards. Contractor shall be available if necessary, at no additional compensation, to provide testimony at all code enforcement hearings. Contractor shall also be available as necessary to provide testimony at all other legal proceedings. Contractor may charge an hourly rate commensurate with its rate schedule for testimony given at all legal proceedings.
- 1.6 Contractor shall maintain daily office hours, at Town Hall, to provide a "one stop shop" for permits. At the time of this Agreement, Contractor agrees that the designated location will be within the offices of the Town's Zoning Department. Unless extended, reduced, or modified in writing by the Town Administrator, the office hours shall be between 8:00 a.m. to 4:00 p.m. Monday through Friday, as necessary, to support the volume of counter service to ensure that no wait will exceed one half hour.
- 1.7 All permit issuance activities will be performed by Contractor staff on software applications provided by the Contractor. Full functionality of the software system at Town Hall will be effective no later than ninety (90) days after the execution of this Agreement. Contractor staff will be responsible for processing, monitoring and tracking all permit applications, including issuance. Certificates of Occupancy and Certificates of Completion will be prepared by the Contractor staff for the approval of the Town designated Contractor Building Official. Contractor's software application shall provide for online viewing and tracking permit data and scheduling and canceling inspections, and shall be fully operational within twelve (12) months of the execution of this Agreement.
- 1.8 All goods, materials and equipment necessary for the performance of its Scope of Services, including but not limited to, vehicles, cellular telephones, uniforms, office materials, and reference materials will be provided for the Contractor's inspectors, plan reviewers and Building Official by the Contractor and not the Town.
- 1.9 Inspections will be performed within twenty four (24) hours of request or the next business day when called in before a weekend or holiday. Inspection requests must be made no later than 3:30 p.m. on the business day prior to the date requested. Plan review and turn around will be based on a six (6) business day cycle. In certain rare instances, plan review turnaround time may be extended in writing upon request by Contractor to the Town Administrator. Such request may be unreasonably withheld. Contractor staff will be available to respond to permit holder questions and requests at Town Hall from 8:00 a.m. to 4:00 p.m., Monday through Friday.

- 1.10 During a declared state of local emergency, the Building Official or Assistant Building Official/Chief Building Code Inspector shall arrive at the Town's Emergency Operations Center ("MEOC") upon the establishment of the MEOC command site, and remain at the site until it's no longer operational or discharged by the Incident Commander. Contractor shall be responsible for staffing the MEOC when operational and assisting with damage assessment and safety inspections. The Building Official or Assistant Building Official/Chief Building Code Inspector shall have immediate access to building plans and other essential building information.
- 1.11 Contractor shall work with the Town during post disaster (natural or man-made) times, in restoring Comprehensive Building Code Services pursuant to the Florida Building Code and executed order of the Governor or Town Administrator. Contractor shall provide personnel to assist with damage assessment teams. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.
- 1.12 Contractor shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the Town's Fire Rescue, Law Enforcement or any authorized Town representative.
- 1.13 Contractor shall participate/assist in disaster or emergency event work as defined in Exhibit 2 set forth herein.
- 1.14 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the Contractor shall perform all services in accordance with FEMA guidelines.
- 1.15 Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.

**Section 2: Term of this Agreement and Agreement Time**

- 2.1 This Agreement shall become effective on April 12<sup>th</sup>, 2018 (the Effective Date), and shall continue in full force and effect for thirty six (36) months, with extensions to be approved by the Town and Contractor, unless earlier terminated in accordance with paragraph 2.2 hereof.
- 2.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by Town, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Town may terminate this Agreement upon providing ninety (90) days written notice. In the event that this Agreement is terminated, Contractor shall solely be paid for any Work performed up to the date of termination and Contractor shall not be entitled to any additional compensation, of any kind or in any amount, from Town as a result of being terminated. Contractor specifically waives any and all rights to seek any additional sums or damages from Town due to being terminated other than Contractor's sole right to be paid for any Work properly performed up to the date this Agreement is terminated. Upon notice of termination,

Contractor shall immediately refrain from performing further Work for the Town or incurring additional expenses, unless directed in writing by Town to do so.

- 2.3 In the event of termination or expiration of this Agreement, Contractor and Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Contractor to such other person or entity designated by the Town, who will assume Plans Review and Building Inspection Services, including the transfers to the Town of all files and records in possession of Contractor which relate to the Town's Plans Review and Building Inspection Services or other work performed by Contractor in connection with this Agreement.
- 2.4 In the event of termination or expiration of this Agreement during a time which there is Work in progress, Contractor shall, if requested by Town, and in Town's sole discretion, complete such Work.

### **Section 3: Compensation & Method of Payment**

- 3.1 The amount of compensation payable by the Town to Contractor shall be based upon the percentage split offered by the Contractor as set forth in the Proposal Form. Revenue generated will be based on the pre-established fee schedule as determined by the Town (Exhibit "B") which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of Work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution approving this Agreement. The Town Council, at its own discretion, may modify the rate and schedule by subsequent Resolution. Said Resolution shall include the fees paid to Contractor as well as the Town's administrative fee, which shall be determined by Town in its sole discretion.
- 3.3 [Paragraph not used]
- 3.4 Contractor shall recuperate for the Town all fees charged for the performance of its services directly from those utilizing its services. The Town shall not incur any additional fees or charges in excess of that which is collected by Contractor. By way of illustration, Contractor shall be compensated based only on the actual permits issued by Town, according to the Town's records, and based upon the revenue split offered by the Contractor. The Town shall process the payment to the Contractor on a monthly basis, paying all amounts that become due for the prior month in arrears.

All plan review and inspections of Town projects shall be performed at a negotiated flat rate, which shall be determined in writing prior to commencement of review. All plan review and inspections relating to the "Corrections Corporation of America" project shall be performed in accordance with the Town's Development Agreement, which shall be performed at a negotiated flat rate, which shall be determined in writing prior to commencement of review.

- 3.5 In instances wherein a penalty fee is imposed, the Town shall be entitled to the entire amount of the penalty fee, and Contractor shall not be entitled to such penalty fee. A re-inspection fee shall not be considered a penalty.

- 3.6 Town shall pay Contractor monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- 3.7 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- 3.8 Town and Contractor agree that Contractor, if requested by Town, will participate in drafting codes relating to plans review and building inspection services.
- 3.9 Upon termination of this Agreement, Contractor shall refund to Town all unearned permit fees.

**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 and (c) other property at the site or adjacent thereto. 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 by the Town 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 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.
  - D. **ENVIRONMENTAL POLLUTION INSURANCE:**  
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not

less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 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.  
Saul Ewing Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301

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



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

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

**Section 7: Copyrights and Patent Rights**

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; 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 RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if 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](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable 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.
  6. Contractor's violation of Section 33M 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

#### **Section 20: Use of Awarded Proposal by Other Governmental Units**

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

#### **Section 21: Change Orders and Modification of Agreement**

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this

Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17PthP 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**

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

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

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

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

**Section 32: Notice**

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

**If to Town:**

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

With a copy to:

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

If to Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 Right and Retention of Records.** Town shall have the right to audit the books, records, computer records, electronic stored data, and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) 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 requirements 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.

Upon attainment of final inspection, Certificate of Completion, or Certificate of Occupancy hard copy of plans are to be boxed and indexed for transport to Town for archival in accordance with established retention schedules.

C. **Plan Review and Inspection Reporting.** By the Tenth (10<sup>th</sup>) day of each month, Contractor shall provide the Town Administrator or designee, with a report delineating the previous month's activity.



Said monthly information shall be provided to the Town through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that is accessible by the intranet. If the Town Administrator determines that Contractor's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by Contractor at no additional cost to the Town. In addition to the monthly report, Contractor shall provide daily, through an electronic medium accessible from the internet, clear and concise tracking information, which shall include the status of all matters including answers to questions and responses to complaints. This system shall be designed to allow residents to track the status of their plans review and inspection results. Report requirements will also include provisions of Section 1.7 of this Agreement.

**D. 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.

**E. 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.

**F. 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.

**G. 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.

- H. 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.
- I. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- J. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- K. 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.
- L. 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.
- M. Other Requirements.** To the extent applicable to any emergency or disaster related work for which Town is or may be eligible for reimbursement from the Federal Government, or to the extent applicable to any work for which Town receives State or Federal funds, Contractor agrees to adhere to and be bound by all applicable Federal, State, and Local requirements to enable Town to receive such reimbursement or funds, including but not limited to the requirements set forth in Exhibit “C”.

[Signatures on next page]

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2018.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (title)  
\_\_\_\_ day of \_\_\_\_\_ 2018

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor  
\_\_\_\_ day of \_\_\_\_\_ 2018

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_\_ day of \_\_\_\_\_ 2018

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**EXHIBIT “A-1”**

**PLANS REVIEW AND INSPECTION SERVICES**

Plans review and building inspection services shall be provided based upon conformance with the standard procedural requirements presently employed and in conformity with the Florida Statutes and the Florida Building Code, Broward Amendments, as may be amended from time to time. Such services shall consist of, but not be limited by, the following:

- Plans review and building inspections shall be available a minimum of forty (40) hours per week.
- Contractor shall intake and process all building plans from residents or officials of the Town. The intake reports shall be specifically and clearly logged in an electronic medium that can be accessible via the internet.
- Contractor’s software shall enable online viewing and tracking permit data and scheduling and cancelling inspections.
- Contractor will provide permit records to the Town and such records will be archived by Contractor at Contractor’s expense.
- Full review of all building plans shall be completed within Ten (10) (10) business days of plan submittal for Major Permits (Commercial and Residential additions, alterations, demolition, or new construction), and within Five (5) business days for all other permits.
  - . Day one shall entail an initial review for completeness, compliance, and to ensure professional standards. Plans may be returned if inadequacies are found during the initial review. Said inadequacies shall be specifically delineated in writing to the applicant.
- Inspections will be performed within twenty four (24) hours of request or the next business day when called in before a weekend or holiday. Inspection requests must be made no later than 3:30 p.m. on the business day prior to the date requested.
- Contractor shall provide the monthly progress reports as specified in Section 33 (C) of this Agreement.
- Contractor shall regularly communicate with the Town Attorney and the Town Administrator regarding the prosecution of building code compliance matters and shall be available to testify at code enforcement hearings, at no further compensation, on the Town’s behalf.
- Contractor’s files shall be well organized, thorough and complete.
- Contractor shall promptly respond to all requests by title companies, or otherwise, seeking to determine if violations exist on specified properties. Contractor may charge a reasonable fee, comparable to fees charged by neighboring municipalities or by the County, for this service and said fee shall go directly to Contractor.
- Contractor shall attend Council Workshops and Meetings and HOA meetings, if necessary, to provide input on Building Code issues at no additional compensation.

**EXHIBIT “B”**

**CURRENT BUILDING PERMIT FEE SCHEDULE**  
**(Resolution R-2012-031 & R-2016-034)**

**EXHIBIT “C”**

**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

**A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**B. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

**D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**E. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

**F. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**G. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

**H. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

**I. NONDISCRIMINATION**

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the

Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

**J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Contractor shall comply with OSHA as applicable to this Agreement.

**K. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

**L. CONFLICTS OF INTEREST**

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

**M. FLORIDA BUILDING CODE (FBC)**

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

**N. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

**P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.



**EXHIBIT “D”**

**DISASTER RELATED SCOPE OF WORK**

The Contractor shall assist in pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Contractor shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town’s property. Contractor may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town’s property, property damage recommendation(s) to repair Town’s property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Contractor will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her Designee to the Contractor of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Contractor shall timely provide the Town Administrator or his/her Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Contractor shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Contractor’s failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Contractor by the Town.

Contractor shall participate in all Town emergency management meetings and exercises.

Contractor shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT and other applicable Federal, State or local agency regulations and policies are required.



**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:** 4/12/2018  
**SUBJECT:** Public Safety Contract Amendment

---

### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

C. Reliable Public Safety

### **Background**

On June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie and The Town of Southwest Ranches entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services. Both parties now desire to amend the Agreement to eliminate Davie's requirement to provide one Community Service Aide (C.S.A.), and instead to allow the Town of Southwest Ranches to contract with one Police Civilian Coordinator (P.C.C.).

The need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aide (C.S.A.) duties and requirements. The transition of positions will not place added service demands on the Davie Police Department.

### **Fiscal Impact/Analysis**

This amendment is revenue neutral for the Town. The \$50,000 annual reduction in this public

safety services contract with the Town of Davie will be offset by an independent contract for P.C.C. services. The P.C.C. services contract is expected to be presented for Town Council consideration within 30 days.

**Staff Contact:**

Andrew D. Berns, Town Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Public Safety Contract Amendment RESO - TA Approved	4/2/2018	Resolution
Public Safety Contract Amendment - TA Approved	4/2/2018	Resolution

## **RESOLUTION NO. 2018-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES; AUTHORIZING THE MAYOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("DAVIE") and The Town of Southwest Ranches ("RANCHES") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

**WHEREAS**, both parties desire to amend the Agreement to eliminate DAVIE's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the RANCHES to directly hire one Police Civilian Coordinator (P.C.C.); and

**WHEREAS**, the need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aid (C.S.A.) duties and requirements; and

**WHEREAS**, the transition of positions will not place added service demands on the Davie Police Department;

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

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval.** That the Town Council of the Town of Southwest Ranches, Florida hereby approves the First Amendment to the Agreement between the Town of Southwest Ranches and the Town of Davie for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3. Authorization.** The Mayor and Town Attorney are each authorized to execute the First Amendment to the Agreement, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications,

additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

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

Ranches, Florida, this \_\_\_\_\_ day of April, 2018 on a motion by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

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

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

ATTEST:

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

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

Approved as to Form and Correctness:

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

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF  
DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF  
PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE  
PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

---

**THIS FIRST AMENDMENT TO THE AGREEMENT** made and entered into as if this \_\_\_\_\_ day of April, 2018, by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida (hereinafter referred to as "DAVIE"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "RANCHES"). This First Amendment to the Agreement reflects the material and operational terms that have been agreed to by the respective representatives.

**WHEREAS**, on June 8, 2017, DAVIE and RANCHES entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

**WHEREAS**, both parties desire to amend the Agreement to eliminate DAVIE's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the RANCHES to directly hire one Police Civilian Coordinator (P.C.C.); and

**WHEREAS**, the need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aid (C.S.A.) duties and requirements; and

**WHEREAS**, the transition of positions will not place added service demands on the Davie Police Department; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, DAVIE and RANCHES do hereby agree as follows:

1. Article 4, Consideration, Section 4.1, shall be amended as follows:

4.1 By the fifteenth (15<sup>th</sup>) day of each month, in consideration of the services contained herein, RANCHES agrees to pay DAVIE from any or all legal revenue sources available to it, or which may be available to it, as follows:

Commencing May 1, 2018, which is part of Fiscal Year 2018 (May 1, 2018—September 30, 2018): RANCHES shall pay DAVIE Five Million

Six Hundred and Fifty Thousand and Zero Cents (\$5,650,000.00) annually in twelve (12) equal payments of Four Hundred and Seventy Thousand Eight Hundred and Thirty Three Dollars and Thirty Three Cents (\$470,833.33) . This amount will be paid for the five remaining months of the fiscal year. (May-September 2018) All of the other provisions of 4.1 of the Agreement not inconsistent herewith shall remain in full force and effect.

. . . .

2. Article 17, Police Staffing, shall be amended as follows:

17.1 All DAVIE Police Department employees shall be authorized to provide police services to the RANCHES. DAVIE’s Police Chief shall assign additional DAVIE Police Department employees as may be necessary, from time to time, at DAVIE’s Police Chief’s sole discretion, in the same duty and care that DAVIE’s Police Chief currently assigns DAVIE Police Department employees throughout DAVIE. RANCHES shall have full access to all of DAVIE’s police services excluding code enforcement. All DAVIE Police Department employees assigned to the RANCHES shall be uniform officers, except the Detective, who if not in uniform shall still be identified as a DAVIE Police Department employee in conformance with Davie Police Policy. Notwithstanding the aforementioned, the following DAVIE Police Department employees shall be directly assigned to the RANCHES as a minimum staffing level.

Total DAVIE Staffing: 15

1 Police Detective Certified in Animal Abuse/Neglect Investigation  
14 Police Officers (of which 6 are shared); All Speed Certified within the first year of assignment to RANCHES.

**Detective:** RANCHES shall be assigned one (1) DAVIE Police Detective, who is certified in animal abuse and neglect investigations. The Detective shall serve as RANCHES direct liaison to DAVIE. The Detective shall be assigned an office within RANCHES Town Hall and shall assign priority to RANCHES investigations.

**Patrol Officers:** RANCHES shall be assigned fourteen (14) DAVIE Police Officers who have successfully completed probation with the Department (of which 6 are shared as further

delineated herein). All Police Officers not already speed enforcement certified shall be speed certified as soon as training classes are available when assigned to RANCHES. All Police Officers must learn the RANCHES' topography, must show an understanding of the RANCHES' rural lifestyle, and must take a training course with the RANCHES' provider, at no cost to DAVIE, concerning large animal rescue.

Total RANCHES Staffing: 1

**P.C.C.:** RANCHES shall hire one (1) Police Civilian Coordinator (P.C.C.). RANCHES shall provide all equipment and training to its P.C.C. except that DAVIE shall provide RANCHES P.C.C. with a Police radio and a Police accessible computer with login credentials. The DAVIE Police Chief must approve the RANCHES P.C.C. RANCHES and DAVIE agree that RANCHES P.C.C. shall have the following job responsibilities and shall have the ability to:

Handle all walk-ins relating to Police issues;  
Complete Police reports and answer basic law enforcement questions;  
Provide weekly report of calls and responses to RANCHES;  
Fingerprint RANCHES residents;  
Pull and print RANCHES Police reports;  
Access to Department of Motor Vehicles and all criminal databases;  
Assist RANCHES in code enforcement hearings and coordinating Police availability;  
Liaison between Ranches and DAVIE Police  
Operate Police radio system to receive and to transmit messages;  
Handle routing of requests for service that come into RANCHES Town Hall.

The P.C.C. shall be required to conform and to pass the DAVIE Police Department's background check, and shall meet all requirements necessary to become a DAVIE Police Department volunteer. In addition, the P.C.C. shall meet and shall maintain all training and certification necessary and required by local, state, and federal agencies. The P.C.C. shall also meet all data access and reporting requirements



authorized and established by the DAVIE Police Chief. The P.C.C. shall not have arrest powers.

. . . .

3. Except as specifically modified by this First Amendment to the Agreement, all other terms, conditions, and requirements of the Agreement shall remain in full force, and effect.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

IN WITNESS WHEREOF, the parties have made and have executed this First Amendment to the Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the \_\_\_\_\_ day of April 2018, and RANCHES, signing by and through its MAYOR, duly authorized to execute same by Council action on the \_\_\_\_\_ day of April, 2018.

**TOWN OF DAVIE**

By \_\_\_\_\_  
Judy Paul, Mayor

\_\_\_\_\_ day of April, 2018

APPROVED AS TO FORM:

By \_\_\_\_\_  
John Rayson, Esq.  
Town Attorney

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN TOWN OF DAVIE  
AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC  
SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE  
PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

IN WITNESS WHEREOF, the parties have made and have executed this First Amendment to the Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the \_\_\_\_\_ day of April 2018, and RANCHES, signing by and through its MAYOR, duly authorized to execute same by Council action on the \_\_\_\_\_ day of April, 2018.

**TOWN OF SOUTHWEST RANCHES**

By \_\_\_\_\_  
Doug McKay Mayor

\_\_\_\_\_ day of April, 2018

ATTEST:

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Keith M. Poliakoff, Esq.  
Town Attorney

114809461.1



**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:** Rod Ley, Town Engineer  
**DATE:** 4/12/2018  
**SUBJECT:** Approving an Agreement with Florida Engineering and Development Corp. for the Dykes Road Drainage and Water Quality Project

---

#### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Florida Engineering and Development Corp. for the Dykes Road Drainage and Water Quality Project. The Drainage and Infrastructure Advisory Board (DIAB) recommended and prioritized this project for FY18.

#### **Strategic Priorities**

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

#### **Background**

In an attempt to receive favorable bids, the Dykes Road Drainage and Water Quality Project was divided into two phases. The Phase I project limits are from Dykes Road to the western limits of the FPL access road centrally located within Calusa Corners Park. The Phase II project limits are from the FPL access road to the Ivanhoe Canal, which is located at the far east end of Calusa Corners Park. The overall project includes the installation of drainage structures and associated piping along Dykes Road (SW 160<sup>th</sup> Avenue) to mitigate flooding and convey stormwater away

from the respective roadway. The project also includes swale grading and additional piping that will direct water east through the 11.78-acre Calusa Corners Park. Water quality will be improved through conveyance via an overland grassed swale connecting to an improved two-acre wetland area before eventually discharging into the subsequent Ivanhoe Canal.

The project was bid with a piped connection into the Ivanhoe lake under the current access road to the Sessa property. If this access is eliminated, and the plan is modified to an open-water channel, staff will request a change order from the vendor, which is estimated to reduce the project costs by approximately \$40,000.

This project assists the Town in meeting grant commitments required by Florida Communities Trust and Broward County as outlined in the Calusa Corners Park Management Plan. This respective plan was adopted June 2, 2005 by the Town Council via Resolution 2005-075.

The South Broward Drainage District (SBDD) designed and permitted the project. SBDD also plans on performing Construction Engineering Inspection (CEI) Services.

On August 4, 2017 the Town advertised IFB 17-007 and subsequently, on September 5, 2017, the Town received four (4) responses. All bids were rejected due to being significantly higher than the Town's approved budget.

SBDD redesigned the plans via in-kind services, and on November 14, 2017, the Town advertised IFB 18-001. On December 15, 2017, the Town received four (4) responses. Unfortunately, as with the previous bid, all bids were again rejected due to being significantly higher than the Town's approved budget.

Proceeding forward, SBDD redesigned the plans to further "value engineer" the project and made the following modifications.

The project has been divided into two (2) distinct Phases (see Exhibit B):

- **Phase I:** extends from Dykes Road to the western limits of the FPL access road. It includes removing the floodwaters from Dykes Road via catch basins and pipes into a two-acre wetland filter marsh.
- **Phase II:** extends the drainage improvement from the FPL access road to the existing Ivanhoe Canal. The South Broward Drainage District recently was granted permission from the South Florida Water Management District to eliminate an existing water control weir. This weir was set at a specific design elevation that limited the discharge of water from the Ivanhoe Canal to the C-11 canal. Now that it is removed, direct discharge from the Ivanhoe Canal to the C-11 will be immediate. This improvement was recently constructed. If Phase II is not constructed, the Town will not directly benefit from this improvement. Phase II pricing is displayed below as Alternate Bid Item 2 in the bid.
- Alternate Bid Item 1 pricing pertains to the Filter Marsh Planting component.
- The canal section was reduced from 55' to 35'.
- The existing trees to be removed will be a Town expense and are shown to be removed by

others (estimated cost: \$10,000). Only the stumps are to be removed by the awarded Contractor.

- The fence is being shown as being removed by another contractor and will also be a Town expense (estimated cost: \$3,000).
- The filter marsh has been lowered 2-feet with 2-feet of muck to be placed in the bottom of the filter marsh.
- A 50-foot berm has been added along the outside edge of the 20-foot Canal Maintenance Easement to be constructed with the excess muck from the construction limits. A note has been added that states the final width, length, and/or height of the berm shall be adjusted to ensure that the total volume of material used to construct the berm matches the excess material available from the project (muck).
- Only the excess, clean material will be removed from the site.

On February 16, 2018 the Town advertised IFB 18-003. On March 19, 2018, the Town received four (4) responses:

<b>Proposer</b>	<b>Base Bid Amount (Phase I)</b>	<b>Utility Relocation Allowance</b>	<b>Alternate Bid Item 1 (Filter Marsh Planting)</b>	<b>Alternate Bid Item 2 (Phase II)</b>	<b>Total Lump Sum</b>
Florida Engineering & Development Corp	\$301,400.00	\$ 5,000.00	\$ 11,000.00	\$162,875.00	\$480,275.00
Man Inc. Southern	\$334,755.00	\$ 5,000.00	No Bid	\$193,725.00	\$533,480.00
Man Inc. Corp	\$490,790.00	\$ 5,000.00	\$ 30,000.00	\$231,500.00	\$757,290.00
ACCOM Inc.	\$680,626.76	\$ 5,000.00	\$35,000.00	\$268,286.00	\$988,912.76

After reviewing the bids, it was determined that Florida Engineering and Development Corp. was the lowest responsive and responsible bidder that met the requirement of the IFB. As per the contract, substantial completion will be 150 calendar days after the issuance of the Notice to Proceed (NTP), and final completion will be 180 calendar days after the NTP. However, Staff is targeting final completion on or before current fiscal year end (September 30, 2018).

### **Fiscal Impact/Analysis**

The Town budgeted \$405,510 for this drainage improvement in the FY 2017-2018 Town Budget in the Municipal Transportation Fund (Account # 101-5100-541-63260).

The Town was awarded a \$100,000 grant from the South Florida Water Management District for

The Town was awarded a \$100,000 grant from the South Florida Water Management District for the Dykes Road Drainage and Water Quality Project (Resolution 2017-031). Additionally, the South Broward Drainage District (SBDD) has pledged funding and in-kind services for this project. Terms stipulated in previously approved Grant Agreement (referenced above) dictate that all construction must be completed by October 31, 2018 (FY 2019).

A breakdown of the estimated cost share for the lowest bid is below:

<b>Participants</b>	<b>Base Bid with Utility Allowance</b>	<b>Total with both Alternate Bid Items</b>
SFWMD	\$100,000	\$100,000
SBDD	\$50,000	\$50,000
Southwest Ranches	\$156,400	\$330,275
<b>TOTAL</b>	<b>\$301,400</b>	<b>\$480,275</b>

In order to complete the Total Lump Sum contract, tree removal (\$10,000) and fence removal (\$3,000) total \$493,275, requiring a budget amendment necessary in the amount of \$87,765 (\$480,275+\$10,000+\$3,000-\$405,510).

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC, Town Engineer

Emily Aceti, Community Services Manager

December Lauretano Haines, Parks, Recreation, Open Space Manager

Martin Sherwood, Town Financial Administrator

Mara Semper, Procurement and Budget Officer

**ATTACHMENTS:**

Description	Upload Date	Type
Dykes Road Drainage Reso - TA Approved	4/4/2018	Resolution
Exhibit A - Agreement	4/2/2018	Agreement
Exhibit B - Site Plan	3/23/2018	Exhibit

## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FOUR HUNDRED EIGHTY THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$480,275.00) WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. TO COMPLETE THE DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT AS ADOPTED IN ORDINANCE 2017-015 TO CURRENT FISCAL YEAR 2017-2018 IN THE AMOUNT OF \$87,765.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Town desires to improve the drainage along Dykes Road (SW 160<sup>th</sup> Avenue); and

**WHEREAS,** the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized this project for completion; and

**WHEREAS,** on January 9, 2017, pursuant to Resolution No. 2017-031, the Town accepted a grant from South Florida Water Management District (SFWMD) for the Dykes Road Drainage and Water Quality Project in the amount of \$100,000; and

**WHEREAS,** pursuant to the Grant Agreement with SFWMD, these improvements must be completed by October 31, 2018 (FY 2019); and

**WHEREAS,** the South Broward Drainage District has verbally pledged a \$50,000 cash contribution as well as in-kind engineering services for this project; and

**WHEREAS,** the Town budgeted \$405,510 for this drainage improvement in the FY 2017-2018 Town Budget; and

**WHEREAS,** on February 16, 2018, the Town advertised Invitation for Bid (IFB) 18-003 for the Dykes Road Drainage and Water Quality Project; and

**WHEREAS,** on March 19, 2018, the Town received four (4) responses; and

**WHEREAS,** after reviewing the bids, it has been determined that Florida Engineering and Development Corp. is the lowest responsive and responsible bidder that met the requirement of the IFB; and



**WHEREAS,** Florida Engineering and Development Corp.'s bid tabulation, as the lowest responsive responsible vendor, came in at \$480,275.00; and

**WHEREAS,** the total lump sum amount of this project, including the estimated costs for tree and fence removal, which will be performed by others, is \$493,275, which requires a budget adjustment in amount of \$87,765; and

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

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

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

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

**Section 2.** The Town Council hereby approves an Agreement in the amount of Four Hundred Eighty Thousand Two Hundred Seventy-Five Dollars and Zero Cents (\$480,275.00) with Florida Engineering and Development Corp. to complete the Dykes Road Drainage and Water Quality Project, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

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

**Section 4.** In accordance with Town Charter and the budget adopted in Ordinance 2017-015, a FY 2017-2018 Budget Amendment will be needed as follows:

Increase Revenues: Appropriated Fund Balance – Governmental (Account # 001-0000-399-39900) \$87,765

Increase Expenditures: Transfer to Transportation Fund (Account # 001-3900-581-91101) \$87,765

Increase Revenues: Transfer from General Fund (Account # 101-0000-381-38101) \$87,765

Increase Expenditures: Infrastructure-Drainage (Account #101-5100-541-63260)  
\$87,765

**Section 5.** That this Resolution shall become effective immediately upon its adoption.

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

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

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

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

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

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

Attest:

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

Approved as to Form and Correctness:

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

114816593.1



**EXHIBIT "A"**  
**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**FLORIDA ENGINEERING AND DEVELOPMENT, CORP.**  
**FOR**  
**DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT - REBID**  
**IFB No. 18-003**

AGREEMENT FOR  
DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT - REBID

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 12<sup>th</sup> day of April 2018 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Florida Engineering and Development, Corp. (hereinafter referred to as “Contractor”).**

**WHEREAS**, the Town desires to improve the drainage along Dykes Road (SW 160<sup>th</sup> Avenue) (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 18-003 on February 16, 2018 (“IFB”); and

**WHEREAS**, four (4) bids were received by the Town on March 19, 2018; and

**WHEREAS**, the Town has adopted Resolution No. 201\_ - \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Florida Engineering and Development, Corp. for award of the Project.

**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, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions



have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

## **Section 2: Term of this Agreement and Agreement Time**

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

### **DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT - REBID**

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred and fifty (150) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work has been completed; and
  - (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.



**Liquidated/Delay Damages (“LD’s”)** – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred and fifty (150) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall at the Town’s sole option, be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town, at its sole option, shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Contractor shall achieve final completion of the Work within **thirty (30) days after the date of Substantial Completion or no later than one hundred and eighty (180) days from the issuance of the Notice to Proceed (“Final Completion Date”)**. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

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



Notwithstanding the foregoing, Contractor acknowledge that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the South Florida Water Management District [(in the amount of up to \$100,000 or 50% of the eligible storm water expenditure for the project (whichever is less))] if the project is not completed by 10/31/2018, and from the South Broward Drainage District (in the amount of \$50,000 in cash contribution) if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

### **Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$480, 275.00 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 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, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals



that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of

the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

#### **Section 4: Assignment**

No assignment of this Agreement or 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 and (c) other property at the site or adjacent thereto. 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 by the Town 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 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.
  - D. **ENVIRONMENTAL POLLUTION INSURANCE:**  
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT - REBID  
IFB No. 18-003

---

- 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.  
Saul Ewing Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance



coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

#### **Section 7: Copyrights and Patent Rights**

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; 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](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

#### **Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by



Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable 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 Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 25: Gender**



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

**Section 26: Time is of the Essence; Liquidated Damages**

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

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

**Section 32: Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to



TOWN OF SOUTHWEST RANCHES, FLORIDA  
DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT - REBID  
IFB No. 18-003

---

5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

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

With a copy to:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 33: Miscellaneous**

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

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

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



initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

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

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

[Signatures on next page]



TOWN OF SOUTHWEST RANCHES, FLORIDA  
DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT - REBID  
IFB No. 18-003

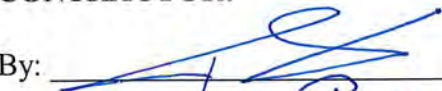
---

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12<sup>th</sup> day of April 2018.

**WITNESSES:**

 Cristina Cossio  
 Christina DeVito

**CONTRACTOR:**

By:   
JOSE VEGA President  
28 day of MARCH 2018

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor

\_\_\_\_ day of \_\_\_\_\_ 201\_\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 201\_\_

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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



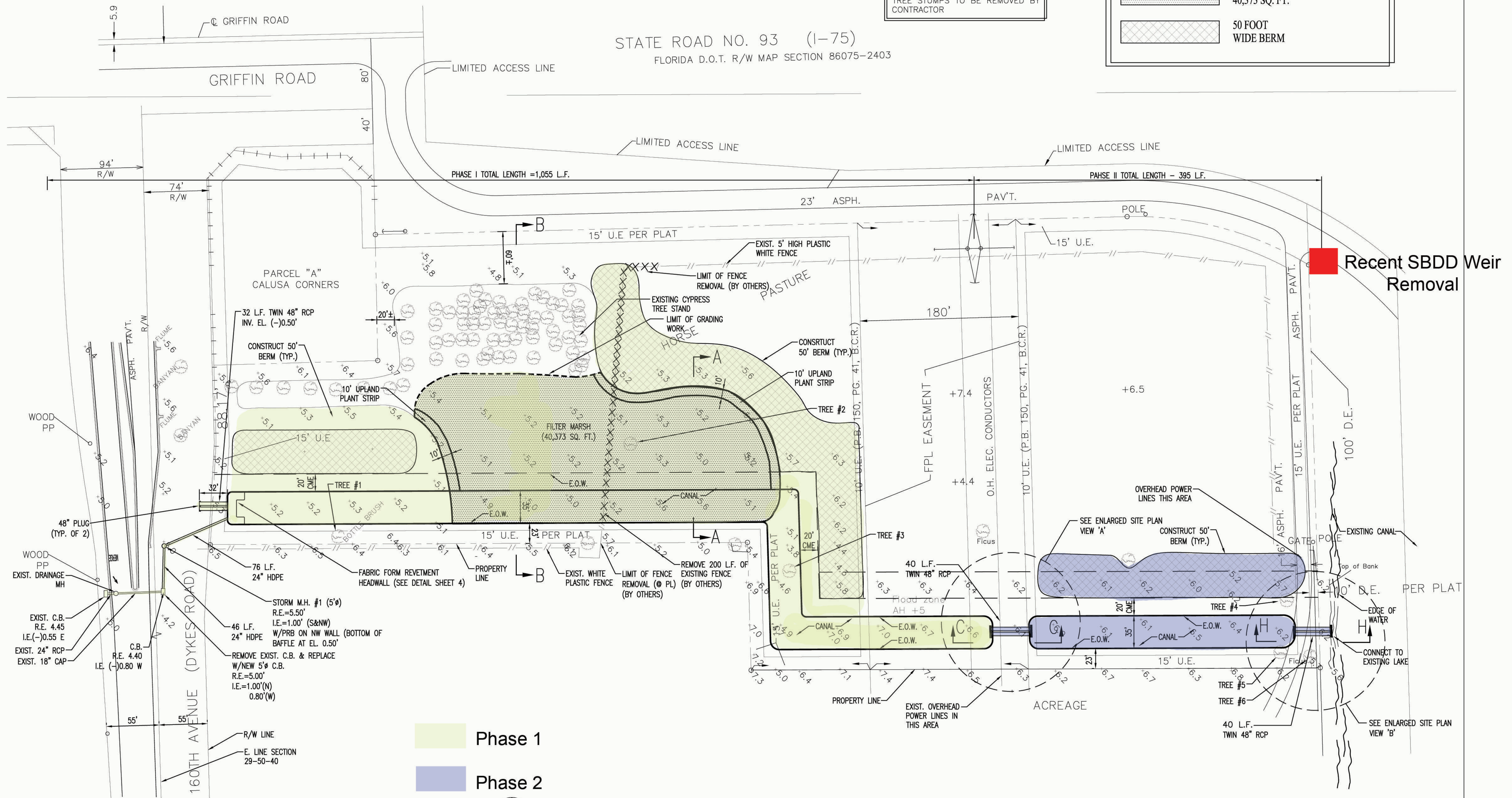
## Exhibit B

### TREE STUMPS TO BE REMOVED BY CONTRACTOR

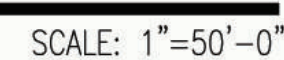
FILTER MARSH  
40,373 SQ. FT.



50 FOOT  
WIDE BERM



## GRADING & DRAINAGE PLAN



## Phase 2

NOTES:

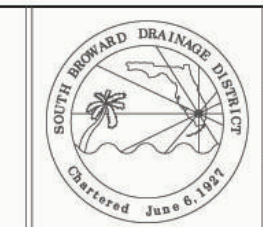
- ALL ELEVATIONS ARE BASED ON NGVD '29 DATUM
- CONVERSION FROM NGVD '29 DATUM IS NAVD '88 + 1.51' = NGVD '29

[illegible]

SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE  
SOUTHWEST RANCHES, FL. 33331

GRADING & DRAINAGE PLAN  
SOUTHWEST RANCHES, FLORIDA  
DYKES RD DRAINAGE AND WATER QUALITY PROJECT

DRAWN BY:  
J.K.S.  
APPROVED BY:  
K.M.H.  
DATE 6-2-2017



SCALE	AS NOTED
PROJECT No	
CAD FILE	

OF 10



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

Thursday 7:00 PM

February 22, 2018

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Freddy Fisikelli

Council Member Steve Breitkreuz

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Richard DeWitt, Deputy 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 Vice Mayor Fisikelli at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Town Administrator Berns read aloud a letter that was prepared in support of the City of Parkland in the wake of the school shooting that occurred on February 14, 2018.

**3. Public Comment**

The following members of the public addressed the Town Council: None.

**4. Board Reports**

No reports were made.

**5. Council Member Comments**

Council Member Jablonski announced the Chili Cook-Off would also be held at the Equestrian Park on February 24<sup>th</sup> and Water Matters Day would take place on Saturday March 10<sup>th</sup> at Tree Tops Park. He also advised that the Rolling Oaks Easter Egg Hunt would be held on March 24<sup>th</sup>.

Council Member Schroeder spoke about a recent contract approved for guardrail improvements and asked staff to seek out more bids if the initial response to an RFP receives few responses. She asked that residents reach out to her and other members of the Town Council if they have any issues they would like addressed. She spoke of her experiences in Tallahassee during Broward Days and was hopeful that the Town would receive requested funding for capital projects. She reminded everyone about the Chili Cook-Off and indicated she would be participating.

Council Member Breitkreuz offered well wishes to an equestrian who was seriously injured recently after a fall. He promoted the Water Matters event and urged all to attend. He also urged the Town to pass a resolution that other cities such as Tamarac have passed urging FEMA to consider private property debris removal in the same manner that they consider public right of way debris in the aftermath of a hurricane.

Vice Mayor Fisikelli indicated that he has hunted all of his life, and while he uses rifles he would support any legislation that restricted rapid fire rifles.

Mayor McKay indicated his support for legislation prohibiting “bump stocks.” He spoke of his trip to Tallahassee and felt it was successful. He spoke of discussions while there with FDOT and along with Bryan Caletka, Co-Chair of the MPO and Davie Council Member regarding the proposed traffic light on Griffin Road and I-75. He and Mr. Caletka informed FDOT that the light was not needed or wanted and asked them to remove it for any interchange improvement plans.

## **6. Legal Comments**

Deputy Town Attorney DeWitt offered no comments.

## **7. Administration Comments**

Town Administrator Berns asked Deputy Town Attorney DeWitt to follow up Town Attorney Poliakoff on the Town Council’s requested code change pertaining to false alarms. He indicated that he provided a copy of letter to the Town Council which was sent to the Highways and Bridge Maintenance Division of Broward County requesting that guardrails be installed along a large section of Griffin Road in the western portion of Town. This letter was sent at the request of the Country Estates HOA and the Rolling Oaks Civic Association.

### Resolutions

**8.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$26,877.00) TO PURCHASE A NEW UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE. {Tabled from February 8, 2018}

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 3-2 roll call vote. The vote was as follows: Council Members Schroeder and Mayor McKay voting No and Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH KEITH AND ASSOCIATES, INC. IN THE AMOUNT OF THIRTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS (\$38,640) FOR ENGINEERING AND SURVEYING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND EIGHT HUNDRED DOLLARS AND THIRTEEN CENTS (\$50,800.13) TO MOTOROLA SOLUTIONS, INC. TO PURCHASE PUBLIC SAFETY COMMUNICATION EQUIPMENT FOR THE SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

Discussion

**11.** Geographic Information Systems (GIS) Update

Assistant Town Administrator/Town Clerk Muñiz provided a PowerPoint presentation illustrating the status of the Town's GIS program. He displayed various layers including the Wetlands layer, Fire Wells layer, Fire Zone layer, and Police Zone layers. He indicated that while some Wetlands determinations could be performed in house, others simply could not if the County had never previously issued one, or if the determination was done more than two years ago.

He spoke about plans to create additional layers such as TSDOR, Drainage Structures, Right of Way Acquisition, Private Roads, Code Enforcement Violations, Residential Community Facilities. He also advised that future plans included creating a link from the Town website so that Town created layers could be viewed by the general public. He also identified a list of potential needs to keep the program vibrant and viable. These needs included a GIS server, GIS coordinate collectors, additional staffing or a consultant to help develop future layers, and a legal opinion to determine if the technology reserve from building department revenues could be utilized to fund these enhancements.

After lengthy discussion the Town Council indicated their support for placing the hiring of a part time staff person or the utilization of a consultant to develop future layers into the Fiscal Year 2019 budget.

**12.** Proposed FY 2018-2019 Budget Calendar

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

**MOTION:** TO APPROVE THE BUDGET CALENDAR AS PRESENTED.



- 13.** Approval of Minutes  
a. February 8, 2018 - Regular Meeting

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

**MOTION:** TO APPROVE THE MINUTES.

- 14. Adjournment** - Meeting was adjourned at 8:35 p.m.

*Respectfully submitted:*

---

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

*Adopted by the Town Council on  
this 12<sup>th</sup> day of April, 2018.*

---

*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.



## MEMORANDUM

### 2017-2018 OFFICERS

**President Dan Daley**  
*Commissioner, Coral Springs*  
**1st Vice President Tim Lonergan**  
*Mayor, Oakland Park*  
**2nd Vice President Daniel J Stermer**  
*Mayor, Weston*  
**Secretary Traci Callari**  
*Commissioner, Hollywood*  
**Treasurer Gary Resnick**  
*Mayor, Wilton Manors*

### DIRECTORS

**Immediate Past President Greg Ross**  
*Mayor, Cooper City*  
**Past President Susan Starkey**  
*Councilmember, Davie*  
**Past President M. Margaret Bates**  
*Commissioner, Lauderhill*  
**Past President Frank Ortis**  
*Mayor, Pembroke Pines*  
**Barbara Baldasarre**  
*Commissioner, Hillsboro Beach*  
**Gloria Battle**  
*Commissioner, Deerfield Beach*  
**Jack Brady**  
*Mayor, North Lauderdale*  
**Anthony Caggiano**  
*Vice Mayor, Margate*  
**Thomas Dorsett**  
*Commissioner, West Park*  
**Harry Dressler**  
*Mayor, Tamarac*  
**Justin Flippen**  
*Vice Mayor, Wilton Manors*  
**Caroline Guida**  
*Councilmember, Sea Ranch Lakes*  
**Bill Harris**  
*Vice Mayor, Dania Beach*  
**Dale Holness**  
*Commissioner, Broward County*  
**Thomas Kallman**  
*Commissioner, Weston*  
**Bob Mayersohn**  
*Commissioner, Parkland*  
**Doug McKay**  
*Mayor, Southwest Ranches*  
**Wayne Messam**  
*Mayor, Miramar*  
**Ashira Mohammed**  
*Mayor, Pembroke Park*  
**Barry Moss**  
*Commissioner, Pompano Beach*  
**Iris Siple**  
*Commissioner, Pembroke Pines*  
**Larry Sofield**  
*Deputy Mayor, Sunrise*  
**Elliot Sokolow**  
*Vice Mayor, Lauderdale-by-the-Sea*  
**Anabelle Taub**  
*Commissioner, Hallandale Beach*  
**Ken Thurston**  
*Commissioner, Lauderhill*  
**Pete Tingom**  
*Councilmember, Plantation*  
**Becky Tooley**  
*Mayor, Coconut Creek*  
**Dean Trantalis**  
*Commissioner, Fort Lauderdale*  
**Glenn Troast**  
*Mayor, Lighthouse Point*  
**Beverly Williams**  
*Vice Mayor, Lauderdale Lakes*

**Mary Lou Tighe**  
*Executive Director*  
**Sely Cochrane**  
*Deputy Executive Director*

To: City Clerks  
From: Mary Lou Tighe, Executive Director  
Date: March 19, 2018  
Re: 2018-19 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for your next commission meeting as the deadline for board appointments is April 27, 2018. Once completed, please forward the information below to [scochrane@browardleague.org](mailto:scochrane@browardleague.org).

=====

**Municipality:** \_\_\_\_\_

**Commissioner/Council Appointments:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Alternate:** \_\_\_\_\_

**Second Alternate:** \_\_\_\_\_



Suite 122 Governmental Center, 115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Phone: 954.357.7370 Fax: 954.357.5563  
Internet: [www.browardleague.org](http://www.browardleague.org)