



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 26, 2018

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Recognition of Davie Fire Chief Julie Downey - FFCA 2018 Fire Chief of the Year**
4. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**

Resolutions

9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT WITH ONSOLVE INTERMEDIATE HOLDING COMPANY D/B/A ONSOLVE, LLC; PROVIDING FOR TELECOMMUNICATIONS, TEXT, EMAIL AND OTHER SOCIAL MEDIA COMMUNICATIONS TO TOWN RESIDENTS AND BUSINESSES AT A COST OF \$3,800 PER YEAR FOR A ONE (1) YEAR TERM WITH THE OPTION OF EXTENDING UP TO FOUR ADDITIONAL ONE-YEAR TERMS; 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, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2019; AND DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PRELIMINARY FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE**

THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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.

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

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

Town Council
Doug McKay, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, 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: Sandra Luongo, General Services Manager
DATE: 7/26/2018
SUBJECT: ONSOLVE Communication Services Agreement

Recommendation

It is in the best interest of the Town to enter into an Agreement with OnSolve Intermediate Holding Company D/B/A Onsolve, LLC A/K/A Code Red as the Town's preferred notification subscription services provider for a (1) one-year term which may be renewed for up to four (4), one (1) year renewal options at the sole discretion of the Town, and with the approval of the Town Administrator.

Strategic Priorities

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

Background

The Town entered into an agreement with Rapid Notify on June 19, 2013 to provide emergency notification services to the Town of Southwest Ranches ("Town") for a one (1) year term with the option to extend for four (4) additional one-year terms. This agreement provided for only emergency telecommunications, email and text messages to residents and businesses and did not allow for non-emergency communications and social media applications. The agreement expired on June 19, 2018.

In accordance with current technology, the Town desires to enter into an agreement with a vendor who will provide for both emergency and non-emergency communications while expanding the Town's ability to meet today's technological standards to include telecommunications, email, text messages, Facebook and Twitter applications.

In compliance with the Town's procurement procedures, the Town received four (4) quotes for notification subscription services to include emergency and non-emergency telecommunications, text, email and other social media communications. On May 24, 2018, the Town reviewed presentations from three (3) quotes deemed responsive and responsible and ranked OnSolve, LLC A/K/A Code Red as the top ranked vendor based on lowest total cost and service capability to meet the Town's needs.

Therefore, the Town desires to enter into an agreement with OnSolve, LLC A/K/A Code Red for an initial one (1) year term which may be extended for up to four (4) one-year extensions at the sole discretion of the Town, and with the approval of the Town Administrator.

Fiscal Impact/Analysis

The amount budgeted for FY 2018 within the executive department was \$3,500 which was anticipated prior to the contract expiration. The pricing below displays the proposed annual rates from our former provider, Rave Mobile Safety (F/K/A Rapid Notify) as well as the annual bid tabulation from the two (2) bidders who submitted proposals and presentations. No budget adjustment is recommended as the \$300 difference (\$3,800 - \$3,500) over budget is anticipated to be absorbed within the same executive department.

Rave (F/K/A Rapid Notify)	Everbridge (Nixle)	OnSolve (Code Red)
\$4,000	\$4,200	\$3,800

Staff Contact:

Sandra Luongo, General Services Manager
Russell Muñiz, Assistant Town Administrator / Town Clerk
Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
ONSOLVE Reso - TA Approved	7/19/2018	Resolution
ONSOLVE Agreement and Terms	7/20/2018	Agreement

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT WITH ONSOLVE INTERMEDIATE HOLDING COMPANY D/B/A ONSOLVE, LLC; PROVIDING FOR TELECOMMUNICATIONS, TEXT, EMAIL AND OTHER SOCIAL MEDIA COMMUNICATIONS TO TOWN RESIDENTS AND BUSINESSES AT A COST OF \$3,800 PER YEAR FOR A ONE (1) YEAR TERM WITH THE OPTION OF EXTENDING UP TO FOUR ADDITIONAL ONE-YEAR TERMS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 19, 2013, the Town entered into an agreement with Rapid Notify to provide emergency notification services to the Town of Southwest Ranches ("Town") for a one (1) year term with the option to extend for four (4) additional one-year terms; and

WHEREAS, on June 19, 2018, the agreement with Rapid Notify expired; and

WHEREAS, on April 2018, the Town, in compliance with the Town's procurement procedures, received four (4) quotes for notification subscription services to include emergency and non-emergency telecommunications, text, email and other social media communications for the Town; and

WHEREAS, on May 24, 2018, the Town reviewed three (3) responsive quotes and ranked OnSolve, LLC as the most responsive and responsible respondent; and

WHEREAS, the Town Council believes it is in the best interest of the Town to enter into an agreement with OnSolve Intermediate Holding Company D/B/A OnSolve, LLC as the Town's preferred notification subscription services provider for a (1) one-year term which may be renewed for up to four (4), one (1) year renewal options at the discretion of the Town Administrator.

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 the Agreement with OnSolve Intermediate Holding Company D/B/A OnSolve, LLC as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the agreement in substantially the same form as that attached hereto as Exhibit "A"; and authorizes the Town Administrator to approve the four (4) one-year extensions at his discretion and to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2018, on a motion by _____ and seconded by _____.

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

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Esq., Town Attorney

115010585.1

NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order with Schedule 1 and Exhibits A and B (collectively, the "Exhibits"), attached hereto (collectively, the "Agreement") is made as of **the last date signed below on the Exhibits** (the "Effective Date"). This Agreement sets forth the terms and conditions under which Provider (as defined below) will provide and Customer (as defined below) will receive access to the Notification Services (defined in Exhibit A).

SERVICES ORDER

Provider Information: ("Provider")	Provider Name: ONSOLVE, LLC Entity Type: Limited Liability Company State of Incorporation: Delaware Provider Address: 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: <u>Town of Southwest Ranches</u> Entity Type: <u>Government Municipality</u> State: <u>Florida</u>
Customer Business Contact:	Contact/Title: <u>Sandy Luongo/General Services Manager</u> Customer Address: <u>13400 Griffin Road</u> <u>Southwest Ranches, FL 33330</u> Phone: <u>(954) 343-7476</u> Email: <u>sluongo@southwestranches.org</u>
Customer Primary Contact:	<input checked="" type="checkbox"/> Check if contact is the same as the business contact Contact/Title: _____ Phone: _____ Email: _____
EU or Swiss Personal Data (defined in Exhibit A)?	Will Customer transmit any EU or Swiss Personal Data to or through the Notification Services? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Customer must execute and comply with the Data Processing Addendum which will become part of this Agreement.

Payment Terms: Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above:

Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	

Preferred method of receiving invoices: ☐ Email ☒ US Mail

SUBSCRIPTION PERIOD: One (1) Year

RENEWAL TERM: One (1) Year

Item Description	QTY	Annual Price	Period	Total
Notification Services				
CodeRED® - UNLIMITED MESSAGES Includes: <ul style="list-style-type: none"> • <u>Unlimited</u> Initiators • Up to <u>11,999</u> Recipients <p>A deviation <u>above 10%</u> in the number of Recipients shall result in increased pricing at Provider's then-current rates.</p> <ul style="list-style-type: none"> • GIS (Target Recipients by Geographic Location): <u>Town of Southwest Ranches, Florida</u> ("Notification Area") • Unlimited Customer Organizations • Unlimited Contact Groups • Access to Shared Telephony Port Pool • Launcher App (iPhone and Android) • Public Records Community Notification Enrollment Page (self-registration) • One (1) Annual Live Web-based Remote Training(s) • Unlimited Pre-recorded Web-based Remote Trainings • System Maintenance and Notification Services Upgrades • Initial Commercial Data Upload <p>Provider will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Provider undergoes periodic accuracy checks using Provider's most current in-house compiled database including, but not limited to, household addresses and telephone numbers.</p> <ul style="list-style-type: none"> • One (1) Annual Provider-Assisted Database Update for Customer data <p>It will be the sole responsibility of the Customer to provide data and request the Provider-Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).</p>	1 Account	\$3,800.00	1 Year	\$3,800.00
Foreign Message Translation ("FMT") for the Languages selected on Schedule 1 to this Services Order: <p>All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Notification Services will receive their selected FMT. Translation is supplied by a third party and is AS-IS.</p>	3 Languages	Included	1 Year	Included
Banks <p>Messages are not transferable.</p>				
Messages for the Notification Services	Unlimited		Annual	Included
Additional Features (will not be prorated for any partial year)				
GIS Custom Map (to be provided by Customer, and hosted by Provider) <p>GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services</p>	1 Custom Map	\$2,500.00	Annual	Upon Request
Additional Languages for FMT as selected on Schedule 1:	3 Languages	\$250.00	Annual	Upon Request
Insurance Certificate Holder		Included		Included
Non-Recurring Services				
Setup Fee <p>One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date</p>	1 Hour	\$135.00		Waived for 60 Days
Additional Live Web-based Remote Trainings <p>One (1) hour minimum</p>	1 Hour	\$150.00		Upon Request

Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. Customer will pay for travel expenses in accordance with Exhibit A	1 Day	\$1,500.00		Upon Request
Additional Provider-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	\$100.00		Upon Request
Professional Services - Requires a SOW				Upon Request
Total:				\$3,800.00

***Transaction Fees:**

- A Message includes System Minutes or SMS Texts.
 - "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
 - "SMS Text" means a short message service text having approximately (140) characters or less (may vary by carrier). SMS Texts are deducted per SMS message. Lengthy notifications that are broken into multiple SMS messages will incur multiple charges.
 - CodeRED® Mobile Alert App and Email Notifications will not be deducted from Messages.
 - Transaction Fee is equal to \$0.09/ Message (for refund purposes only).

ONSOLVE, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **Three (3)** languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input type="checkbox"/> Spanish
<input type="checkbox"/> Spanish (Mexico)
<input type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)

EXHIBIT A - TERMS

1. Certain Definitions.

- 1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2 "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.
- 1.3 "Data Processing Addendum" means a data processing addendum in the form provided by Provider and executed by the Parties that is applicable to the processing of data under this Agreement.
- 1.4 "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written, as available in the Notification Services' resource library).
- 1.5 "Emergency" or "Emergencies" means any matter regarding immediate harm to life and/or property.
- 1.6 "EU or Swiss Personal Data" means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.
- 1.7 "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.8 "Initiator" means an individual person or application capable of creating and issuing Notifications through the Services.
- 1.9 "Notifications" means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.
- 1.10 "Notification Content" means all content, data, text, messages and other material contained in a Notification.
- 1.11 "Notification Services" means Provider's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.
- 1.12 "Recipient" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.
- 1.13 "Representatives" means Customer's employees and consultants and Customer's Affiliates and its employees.
- 1.14 "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or

proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.

1.15 "Services" means the Notification Services and related services provided by Provider under this Agreement.

1.16 "Services Order" means the order attached hereto.

1.17 "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.

1.18 "Subscription Fee" means the fees for access to and use of the Notification Services.

1.19 "Subscription Period" means the subscription period specified on the Services Order.

1.20 "System" means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.

1.21 "Term" means the Subscription Period and all Renewal Terms.

1.22 "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.

1.23 "User(s)" is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2. SCOPE OF THE SERVICES.

2.1 **Notification Services.** Subject to the terms of this Agreement, Provider will provide Customer with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Provider's Documentation. Only Customer and its Representatives may act as Initiators. All use of the Notification Services through Customer's account, whether by Customer or its Representatives or due to Customer or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and Customer shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. Customer may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise, or remove, alter or obscure any product identification, copyright or other notices. Customer agrees that all communications with Provider under this Agreement will be with the Customer only; Customer will be responsible for all contact with Affiliates covered by this Agreement.

2.2 **Support for the Notification Services.** Provider will provide to Customer the technical support, maintenance, and generally available updates for the Notification Services. Customer shall not contract with or otherwise allow a third party to provide assistance or support for the Notification Services without the prior written consent of Provider.

2.3 **Service Components.** Customer shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

2.4 **Audit.** During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor. See below for additional audit rights of Customer.

2.5 **Professional Services.** From time to time, Customer may engage Provider to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Provider's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the Parties to supersede or modify the conflicting term of this Agreement.

3. FEES AND PAYMENT.

3.1 **Fees and Expenses.** Customer shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to Customer for any on-site work performed under this Agreement. If travel expenses are incurred, Provider will make reasonable efforts to hold travel costs to a minimum.

3.2 **Payment and Taxes.** Unless otherwise specified on the Services Order, Provider will invoice Customer for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed from the date due. All billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes, and Customer agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Provider's net income.

4. TERM AND TERMINATION.

4.1 **Term.** Unless earlier terminated in accordance with the terms of this Agreement, this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order. Customer may renew this Agreement for successive Renewal Terms of one (1) year each, up to a maximum of four (4) Renewal Terms unless otherwise agreed to in writing by the parties, by providing any of the following to Provider prior to the end of the Subscription Period or then-current Renewal Term: a signed renewal letter (in electronic or hard copy format); a purchase order for payment of the annual fee for one additional year; or payment for one additional year. Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order. The prices for any Renewal Term shall be those stated in the Services Order.

4.2 **Termination by Either Party.** If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3 **Termination by Customer.** (1) Customer, acting through its Town Administrator or his/her designee, reserves the right to terminate this Agreement in whole or in part for default if Provider becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Provider under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. In the event of such termination Provider will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order. Unless prohibited by applicable law, Customer is not required to engage in competitive re-procurement, nor is Customer required to obtain the lowest price. (2) Customer may terminate this

Agreement for its convenience as of 12:01am on the annual anniversary of the Effective Date by providing Provider with no less than thirty (30) days advance written notice, provided however, Customer shall pay all unpaid Fees that would become due under the then-current term and no Fees paid hereunder shall be refunded. Upon being notified of Customer's election to terminate, Provider shall immediately cease performing any further services or incurring additional expenses. (3) Notwithstanding anything herein to the contrary, Customer may also terminate this Agreement for lack of funds. In the event the funds to finance the services under this Agreement become unavailable or other funding source applicable, Customer may provide Provider 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 Customer elects to terminate Provider for lack of funds as provided for in this Section, and Customer'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 Provider shall solely be paid and Provider's damages are solely limited to the compensation Provider would be entitled to pursuant to subparagraph (2) of this Section. (4) In addition to any other grounds for termination stated herein, Customer, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events: a. Provider's violation of the Public Records Act; b. Provider's insolvency, bankruptcy or receivership; c. Provider's violation or non-compliance with Section 13.15 of this Agreement; or d. Provider's violation of non-compliance with Section 13.26 of this Agreement. In the event this Agreement is terminated by Customer pursuant to subparagraphs (1) and (4) of this section prior to the expiration of the Term of this Agreement (including any Renewal Term), Provider shall refund a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Term (including any Renewal Term), less any expenses for usage accrued prior to the date of termination.

4.4 Suspension. Provider may suspend the provision of the Notification Services to Customer under this Agreement: (a) effective immediately upon notice if Customer breaches any provision under Section 8. (Customer Restrictions); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice from Provider that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.5 Effects of Termination. Upon termination or expiration of this Agreement, (i) Provider will upon written request of Customer, erase Customer data from the production servers controlled by Provider to provide the

Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to ninety (90) days after it is transferred to the back-up servers from the production servers, (ii) Customer will immediately pay to Provider all amounts due and payable prior to the date of such termination and, except in the event of termination by Customer due to breach by Provider, all unpaid Subscription Fees that would become due under the then-current Subscription Period or Renewal Term if such termination did not occur, (iii) Provider shall retain any Subscription Fees paid to date, except in the event of termination by Customer due to breach by Provider, wherein Provider will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order, (iv) Customer shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Provider's request, provide a written notice signed by an executive officer authorized to bind Customer that certifies that Customer has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.5 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive.

5. OWNERSHIP. All rights not expressly granted to Customer herein are expressly reserved by Provider. As between the Parties, the Notification Services and the System are and will remain exclusive property of Provider and its licensors. Provider shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by Customer. Provider shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Notification Services or System. Users are subject to Provider's terms of service and privacy policy available on Provider's website.

6. SYSTEM MONITORING. Provider expressly reserves the right to monitor any and all use of the Notification Services. Provider may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Provider shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

7. CONFIDENTIALITY AND DATA SECURITY.

7.1 **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Provider, and any Notification Content shall be deemed to be the Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. Provider understands and acknowledges that Customer (and Provider to extent required by Florida Law) must comply with Chapter 119, Florida Statutes – Florida's public records laws.

7.2 **Data Restrictions. The terms of this Section apply notwithstanding anything else.**

(a) Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer, that Customer controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Provider has no obligation to monitor the content of any data or content. Customer shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Provider and the processing of

such data by Provider through the Notification Services. Upon request of Provider, Customer will provide Provider with documentation to support such consent.

(b) Customer acknowledges and agrees that (i) Provider's System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c) Customer agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless Customer has executed the Data Processing Addendum with Provider, and in such case Customer shall fully comply with the Data Processing Addendum.

(e) Customer understands and agrees that private citizens and other persons may voluntarily contribute their contact information to Provider for use in the Notification Services (the "Resident Data"). Customer acknowledges and agrees that Provider shall notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record. Customer agrees that Provider shall not be responsible for the failure of individuals to contribute their contact information because of such notice. Provider agrees that it will, upon the request of Customer, provided all Fees due during the then current Term are paid in full, transmit the Resident Data, two (2) times during the then current Term, to Customer at no charge. Customer acknowledges and agrees that, in addition to the Resident Data, Provider shall use its own commercially available data sources (the "Commercial Data") in the Notification Services and that such Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership of such Commercial Data to Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors.

(f) Upon written request of Customer, Provider will erase Customer data from the production servers controlled by Provider to provide the Notification Services; provided, however, that Customer understands and agrees that data from production servers is backed up nightly to back-up servers that automatically store such data after it is transferred to the back-up servers from the production servers.

7.3 **Hosted Security.** Provider maintains, and will continue to maintain throughout the Term of this

Agreement, security measures to protect Customer data and prevent unauthorized access in accordance with its then-current policies.

7.4 **Data Processing Addendum.** If executed by each party, each party shall comply with the Data Processing Addendum.

8. **CUSTOMER RESTRICTIONS.** This Section includes pass-through terms from certain Provider vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to Customer and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's suppliers which would impact all of Provider's customers; thus, in the event that Customer breaches any of such terms or conditions, Provider may suspend the provision of the Notification Services if, in Provider's reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Provider's suppliers.

8.1 **Acceptable Use Policy.** Customer shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. Customer shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 **Liability for Content.** Customer shall be responsible for, and under no circumstances will Provider or Provider's Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the Notification Content. Further, Customer is responsible for any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Provider).

8.3 **Security of Account.** Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

9. **LIMITED WARRANTY AND DISCLAIMER.** Provider warrants that: (a) the Notification Services will perform materially in accordance with its Documentation; and (b) Provider shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a "Program Error"), Provider agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Provider's option, such Program Error at Provider's sole expense, provided such Program Error was not caused due to Customer's failure to use the Notification Services in accordance with the terms of this Agreement. Customer agrees to

cooperate and work closely with Provider in a prompt and reasonable manner in connection with Provider's correction efforts. Customer's sole remedy for any breach of warranty under this Section will be to have Provider use its commercially reasonable efforts to cure such breach as provided herein. If Provider fails to remedy the breach within one (1) month, Customer may terminate this Agreement and Provider will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

10. **CHANGES TO THE NOTIFICATION SERVICES.** Provider may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Provider shall notify Customer at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

11. INDEMNIFICATION AND RESPONSIBILITY.

11.1 **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees (collectively, "Customer Indemnitees"), from and against any and all actions, claims or assertions brought against them by a third party ("Claims"), and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Liabilities") arising from any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Provider under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by Customer). The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Provider did not supply, (ii) that are combined with other

products, processes or materials where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination, (iii) to the extent that Customer continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where Customer's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Provider believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Provider's reasonable efforts, terminate this Agreement and the rights granted herein and refund a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the System or Notification Services.

11.2 Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any negligence, gross negligence or willful misconduct by Provider.

11.3 Provider Data Security Indemnification. Provider will defend, indemnify, and hold harmless Customer Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any breach of Section 7 (Confidentiality and Data Security) by Provider.

11.4 Customer Responsibility. Customer will be responsible for any and all Claims and Liabilities in connection therewith, arising from: (i) any negligence, gross negligence or willful misconduct by Customer; (ii) any breach of Section 7 (Confidentiality and Data Security) by Customer, including any failure by Customer to procure appropriate consents or any use of the Notification Services to transmit or store any Sensitive Data; (iii) any breach of Section 8 (Customer Restrictions) by Customer; and/or (iv) Customer's and its Users' use of the Notification Services or any component thereof, including any Notification Content. This Section 11.4 is not intended, and shall not be construed to require indemnification of Provider by Customer from any such Claims or Liabilities resulting from third party claims against Provider.

11.5 Indemnification Procedures. In the event Customer seeks indemnification hereunder, Customer shall provide Provider with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense. In any proceeding Customer shall have the right

to retain, at its expense, its own counsel. Notwithstanding the foregoing, the Provider may not enter into a settlement of a claim without the Customer's written consent.

12. LIMITATION OF LIABILITY.

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION AND RESPONSIBILITY), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (CUSTOMER RESTRICTIONS), (I) NEITHER PARTY (OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF PROVIDER LIABILITY) ANY FEES PAID BY CUSTOMER TO PROVIDER, OR (IN THE CASE OF CUSTOMER LIABILITY) ANY FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER.

13. GENERAL.

13.1 Export Compliance. The Notification Services, System, and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

13.2 Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided,

however, that the foregoing shall not excuse any failure of Provider to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13.3 General. Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted, to non-binding mediation according to the rules and regulations of, and administered by, the commercial mediation division of the American Arbitration Association, and that any agreement which is executed by both Parties during such mediation may be enforced in any court of competent jurisdiction. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees, whether in a court of first jurisdiction and any courts of appeal.

13.4 Independent Contractors. Customer and Provider are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the Parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

13.5 Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the Services Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Provider:	
Provider:	ONSOLVE, LLC
Attention:	Legal Notices
Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
To Customer:	
Customer:	See Customer Business Contact on Services Order

13.6 Publicity. Provider may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the Parties. During the Term of this

Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials relating to the Notification Services to simply identify Customer as a purchaser of the Services. Notwithstanding the foregoing or anything to the contrary in this Agreement, no endorsement by Customer of the product and/or services provided will be used by Provider in any way, manner or form in product literature or advertising.

13.7 U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.8 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the Parties to the fullest extent possible.

13.9 Waivers. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

13.10 Entire Agreement. This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both Parties may modify this Agreement.

13.11 Counterparts. This Agreement may be executed in facsimile and in counterparts.

13.12 Construction. The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Customer agrees that this Agreement shall not be construed against Provider as the drafter, and that Customer has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

13.13 Signatures. Provider and Customer each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made

in accordance with any applicable laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

13.14 Public Records. Notwithstanding anything to the contrary herein, Provider acknowledges that Customer is subject to Chapter 119, Florida Statutes, "Public Records Law," and Customer shall comply with the provisions of this Section 13.14 and the 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. Provider acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Customer's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access Customer and the public to all documents subject to disclosures under applicable law. To the extent that Provider has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071, Provider shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes. Provider agrees to keep and maintain public records required by Customer to perform the services in Provider's possession or control in connection with Provider's performance under this Agreement, and upon the request from Customer's custodian of public records subject to 7.2(e), to provide Customer 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. Provider 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 term of this Agreement and following the completion thereof if Provider does not transfer the records to Customer. Upon completion of this Agreement, Provider agrees subject to 7.2(e), at no cost to Customer to transfer to Customer all public records in possession of Provider or keep and maintain public records required by Customer to perform the services. If Provider transfers all public records to Customer upon completion of this Agreement Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements within the timeframes set forth in section 4.5. If Provider keeps and maintains public records upon completion of this Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically will be made available to Customer upon request from the Customer's custodian of public records the format in which it is held. Provider's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of this Agreement by Customer. Customer will notify Provider of any instance in which the disclosure or copies

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of Provider's Confidential Information is requested by any party to be disclosed under Florida Statute Chapter 119. If Provider wishes Customer to deny the request for disclosure or copies, Provider must reply to Customer as soon as reasonably possible, but in no event later than the time required for Customer to comply with the requirements of Florida Statute Chapter 119, and subject to a maximum response time of ten business days in any event. Further, Provider shall advise Customer of the legal basis for claiming the information should be withheld, and the specific section of the Florida Statutes that exempts this material from the mandatory disclosure requirements of Florida Statute Chapter 119. If Provider fails to respond as required under this Section, Customer may release the requested documents. If the party requesting the disclosure contests the legal basis for withholding any of the documents Provider contends should be held as confidential, then Provider will, at its sole cost, defend its position that the requested documents should not be released. To the extent Customer incurs liability for costs or attorneys' fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal made at the request of Provider, Provider agrees to indemnify and hold harmless Customer for those costs and fees.

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

13.15 Anti-Discrimination. Provider shall not discriminate against any person in its operations, activities or delivery of services. Provider shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

13.16 Occupational Safety and Health. Provider must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970.

13.17 Customer's Audit and Inspection Rights and Retention of Records. In addition to any other audit rights of Customer hereunder, Customer shall have the right to audit the accounting books, records and accounts ("Accounting Records") of Provider that are related to this Agreement. Provider shall keep such Accounting Records as may be necessary in order to record complete and correct entries related to this Agreement. Provider shall preserve and make available, at reasonable times for

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Customer_____

examination and no more than once per year unless prior breach has been uncovered, and audit by Customer, all financial records, supporting documents, statistical records, and any other accounting 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 four (4) years after expiration or earlier termination of this Agreement, unless Provider is notified in writing by Customer of the need to extend the retention period. Such retention of such records and documents shall be at Provider's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or four (4) years, whichever is longer, the Accounting Records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Customer to be applicable to Provider's records, Provider shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Provider. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry.

13.18 Joint Preparation. Customer and Provider 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.

13.19 Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

13.20 Truth-in-Negotiation Certificate. Signature of this Agreement by Provider 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.

13.21 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.

13.22 Sovereign Immunity. Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Customer's Sovereign Immunity defense or any other of the Customer'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.

13.23 Jurisdiction and Venue The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial

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Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

13.24 WAIVER OF RIGHT TO JURY TRIAL BY ENTERING INTO THIS AGREEMENT, PROVIDER AND CUSTOMER 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.

13.25 Conflicts. Neither Provider nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment related to its performance under this Agreement. Provider agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Customer in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Provider 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 Customer in connection with any such pending or threatened legal or administrative proceeding in which he or she is not a party. The limitations of this section shall not preclude Provider or any other persons from representing themselves in any action or in any administrative or legal proceeding. In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

13.26 Contingency Fee. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider 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 Provider, 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, Customer 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.

13.27 Insurance. The Provider shall include Certificate(s) of Insurance by an insurance company authorized to do business in the State of Florida Prior to award and in any event prior to commencing Work, the Provider shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

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. Provider shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, 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.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Provider 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:

Provider 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.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of Provider to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring Provider, which relate to the activities of Provider and Customer. **Such notification shall be in writing, and shall be submitted by Provider to the Town Administrator prior to cancellation of such policies. The cancellation notice requirement shall be reflected on the Certificate of Insurance.**

End Exhibit A

EXHIBIT B – ACCEPTABLE USE POLICY

1. General Terms.

1.1 All Notification Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Notification Content.

1.2 Customer shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3 Customer shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a User unless Customer has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7 Customer must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Provider's website includes a link to opt-out.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Per Provider's fair use policy, Customer's total Notifications to an individual Recipient will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Recipient. Should Customer exceed this fair use, the Parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Services plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Services are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 In the event the Notification Services include SMS Texts, Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Users, carriers, aggregators, government agencies, etc.).

1.15 Commercial, landline data supplied by Provider for use in the Notification Services may be used for emergency Notifications and non-commercial, informational Notifications only.

2. Third Party Terms. Customer agrees to the terms set forth in documents found at the following links, as applicable:

- (i) Google's Legal Notices (http://maps.google.com/help/legalnotices_maps.html);
- (ii) Google's Acceptable Use Policy (AUP) (http://maps.google.com/help/legalnotices_maps.html);
- (iii) Google's Maps Terms (http://maps.google.com/help/terms_maps.html)
- (iv) Google's Maps and Earth Enterprise Universal Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html)
- (v) ESRI Terms (<http://www.esri.com/legal>)
- (vi) National Weather Service Disclaimer (<http://www.weather.gov/disclaimer>)
- (vii) Microsoft Services Agreement (<https://www.microsoft.com/en-us/servicesagreement>)
- (viii) Microsoft Translator Privacy Statement (<https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx>)

End Exhibit B

This Agreement includes the Services Order with Schedule 1 and Exhibits A and B, attached hereto (and if applicable the Data Processing Addendum).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the Effective Date.

ONSOLVE, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



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
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, 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 Muñiz, Assistant Town Administrator/Town Clerk
DATE: 7/26/2018
SUBJECT: 50 Years of Home Rule Reso

Recommendation

Consideration of a motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Municipal home rule has been part of the Florida Constitution since November 5, 1968. This power, codified in State Statute, enables municipalities to self govern without the need to seek permission from the State. However over the last several years the political climate has changed, such that the State has made several attempts to exert greater control over its municipalities.

As we are nearing 50 years of home rule it is important for all of Florida's municipalities to educate residents and Florida lawmakers about the importance home rule has in preserving and enhancing the characteristics that make each municipality unique.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
CELEBRATING 50 YEARS OF HOME RULE RESO - TA Approved	7/19/2018	Resolution

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida's voters placed municipal Home Rule powers into the Florida Constitution on November 5, 1968, during the regular elections as an amendment to Article VIII; and

WHEREAS, this power has enabled each city, town and village across the Sunshine State to consider, adopt, revise or remove its own laws without the need to seek legislative permission from the state and has further served as the foundation upon which every municipality builds its governmental structure; and

WHEREAS, the political climate within the Florida Legislature has recently included many attacks on these powers; and

WHEREAS, grassroots measures calling such actions wrong and declaring that local decisions be made at the local level by local officials must continue so that all legislators clearly understand Florida's Home Rule as a constitutional power and one upheld in state statutes; and

WHEREAS, a 50th anniversary is a fitting time for all municipalities to engage their respective citizens to educate them about the Florida Constitution and local laws, so that all Floridians may continue to receive the many benefits of Home Rule.

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

Section 1. That this anniversary presents a tremendous opportunity to educate all citizens about Florida's Constitution, municipal government and Home Rule authority, and that all necessary resources shall be provided for such public information.

Section 2. That the Town of Southwest Ranches will actively challenge all efforts to reduce or erode this cherished right and further employ all efforts to ensure state and federal government partners understand that a one-size-fits-all approach to governance is not in the best interests of Florida citizens.

Section 3. That the tradition of local decision-making in Florida is essential to protect, as it provides each municipality the ability to preserve and enhance the myriad characteristics that make each one uniquely special and that maintains its quality of life.

Section 4. That the Town of Southwest Ranches will include this information on its website, as a regular agenda item for public discussion and within the Town of Southwest Ranches services in as many outreach venues as possible.

Section 5. 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 ____ day of 2018, on a motion by _____, 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 legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

115010939.1



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
Freddy Fisikelli, Vice Mayor
Steve Breitkreuz, 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: Martin D. Sherwood, Town Financial Administrator
DATE: 7/26/2018
SUBJECT: FY 2018-2019 PROPOSED PRELIMINARY MILLAGE RATE

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the proposed preliminary Millage Rate for Fiscal Year 2018 – 2019 at not higher than 4.9890 mills (\$4.9890 per \$1,000 in taxable value).

Strategic Priorities

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

Background

Issue:

To ratify a proposed preliminary Budget Millage rate for Fiscal Year 2018-2019.

The Town of Southwest Ranches received the 2018 Certification of Taxable Value from the Broward County Property Appraiser by July 1, 2018. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the notice, date, time, and location of our public

budget hearings to all property owners. The deadline for returning our proposed millage for our 2018-2019 budget to the Property Appraiser, Tax Collector and Florida Department of Revenue is Friday, August 3, 2018.

The current proposed rate is equal to the unanimous millage rate and can only be established by ratification of 5 out of 5 Council members. This rate comprises the Town of Southwest Ranches regular operating rate (4.6548) plus the impact from the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR-.3342 mills) committed capital project resulting in a net increase of approximately \$165 (\$173 increase - \$8 decrease, respectively) or approximately \$13.75 monthly in total per \$250,000 in taxable property value. Accordingly, the proposed rate is also considered an increase and as a percentage change of the rolled back rate is 15.26%.

It should be noted that individual properties of comparable market value likely have different taxable values depending upon several factors. A common exemption which may influence taxable value is the \$50,000 Homestead exemption as is the "Save Our Homes." The latter prohibits taxes on any (non-improved) home with that exemption from rising more than 3% annually in taxable value irrespective of the increase in market value.

The proposed millage rate funds vital Public Safety services as well as several Town Council priorities which improve quality of life for those using the services and operational improvements and, ultimately, are expected to raise market values throughout the Town. In addition to TSDOR, a couple of these capital improvements include continued funding for "Drainage Improvements" and "Pavement Striping and Markers". Another budgetary item of note is the transfer of funds to pay the normal amortization of borrowed funds/Debt previously obtained for public purpose land/PROS acquisition and capital projects as well as for the unanticipated, short-term financing necessary under our emergency line of credit due to Hurricane Irma. Finally, it shall be noted that no utilization in unassigned General Fund fund balance is proposed. The Towns' projected unassigned General Fund fund balance at September 30, 2019 is \$2,482,522 which represents slightly over 19% of the FY 18-19 proposed total General Fund expenditures and transfers. A Government Finance Officers Association (GFOA) "best practice" recommends the maintenance of unassigned General Fund fund balance of 15%-18%.

The resolution before the Town Council tonight does not address budgetary allocations directly. Rather, it establishes an advertised rate for the Truth-In-Millage (TRIM) notices as below explained and notices the community of the public hearing set for:

Wednesday September 12, 2018 @ 6:00 PM

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

Fiscal Impact/Analysis

Establishing a preliminary Budget millage rate that requires an unanimous vote (5 out of 5 members and also known as the Town of Southwest Ranches regular operating + TSDOR - see Exhibit A) with total resulting net revenues of \$6,719,198 will enable the Town Council to evaluate all management's proposed budgeted FY 2018-2019 operating, capital improvement and program modification recommendations (16 funded and 25 unfunded) while also receiving public discussion and input during our scheduled budget workshop and hearings. Since the rates are a not-to-exceed rate, it can be lowered with no additional "notice" costs. Raising the rate later would require the expense of an additional first-class mailing to all Southwest Ranches property owners.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
RESO 2018-xxx Proposed 18-19 Millage_Rate-TA Approved	7/20/2018	Resolution
FY 2019 millage maximums-FINAL-4.9890-07262018-Exhibit A	7/19/2018	Resolution

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RESOLUTION NO. 2018-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2019; AND DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2018 the Property Appraiser of Broward County served upon the Town of Southwest Ranches (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2018 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Broward County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the taxing authority must advise the Property Appraiser of said proposed millage rate and of the date, time and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget for the preparation of the Notice of Proposed Property Taxes (TRIM Notice).

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 4.9890 mills, which is \$4.9890 dollars per \$1,000 of assessed property within the Town of Southwest Ranches for the 2018-2019 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is \$4.3283 dollars per \$1,000.

Section 4. That the proposed operating millage rate is greater than the rolled-back rate by 15.26%.

Section 5. The date, time and place of the public hearings to consider the above-referenced proposed millage rate and tentative budget shall be as follows:

Date: Wednesday, September 12, 2018
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Date: Thursday, September 27, 2018
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Section 6. The Town Clerk or designee is hereby directed to send a Certified Copy of this Resolution to the Property Appraiser and Tax Collector for Broward County.

[Signatures on Following Page]

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

Ranches, Florida, this ____ day of ____, 2018, on a motion by _____ and
seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Esq., Town Attorney

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EXHIBIT A

Fiscal Year 2019 Millage Maximums and Related Information (Based on Certified Assessment Information)					
Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from proposed funding level)	FY 2019 levy increase on \$250,000 taxable value
Current Year Roll-Back Rate	3	4.3283	\$5,829,366	(\$889,832)	\$0
Maximum Majority Vote	3	4.3919	\$5,915,022	(\$804,176)	\$16
FY 2017-2018 Adopted Rate (Town of SWR Operating 4.1017 + TSDOR .3612 Rates)	4	4.4629	\$6,010,645	(\$708,553)	\$34
Maximum Super Majority Rate	4	4.8311	\$6,506,538	(\$212,660)	\$126
FY 2018-2019 Proposed Rate (Town of SWR Operating 4.6548 + TSDOR .3342 Rates)	5	4.9890	\$6,719,198	\$0	\$165
Unanimous (Maximum)	5	10.0000	\$13,468,026	\$6,748,828	\$1,418

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

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

Town Council
Doug McKay, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitkreuz, 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: Martin D. Sherwood, Town Financial Administrator
DATE: 7/26/2018
SUBJECT: FY 2018-2019 INITIAL FIRE ASSESSMENT RATES

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Fire specie assessment maximums in accordance with Exhibit A and which includes ratification for an annual special 100% tax exemption for 100% service connected disabled veterans.

Strategic Priorities

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

Background

Issue

This resolution is necessary in order to comply with Florida Statutes, to facilitate the preparation of the Truth in Millage (TRIM) Notices, and to authorize the Town Administrator and Town Financial Administrator to prepare, or cause to be prepared, a preliminary Assessment Roll for the 2018-2019 Fiscal Year.

Since the rates are a not-to-exceed rate, they can be lowered without additional transaction

costs. Raising the rate later would require the expense of an additional first class mailing to all Southwest Ranches property owners. Without adoption of this (or similar) resolution no funding would be available to cover the expenses of fire protective services.

Chapter 197.3632, Florida Statutes, and Town Ordinance No. 2001-09, requires the annual adoption of an Initial Fire Protection Assessment Resolution. Proceeds derived by the Town from the Fire Protection Assessment will be utilized for the provision of Fire Protective contract services, planning, facilities, machinery, programs and volunteer fire activities. In the event there any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used exclusively to fund the qualified expenditures above stated.

The approval of the Preliminary Fire Services Assessment Rate Schedule by the adoption of the Initial Assessment Resolution determines the amount of the Fire Services Assessed Costs to be advertised. This initial assessment rate is necessary in order to notify the Property Appraiser of the initial assessment rate and hearing schedule for purposes of the Truth in Millage (TRIM) notifications. The initial assessment rates being proposed are based on a consultant study utilizing operating costs, work volume (% effort) per property category and the number of assessable taxable units within each property type.

Proposed rates for property categories are higher from the current year's (FY 2017-2018) rates. Increases within all property categories result primarily from anticipated contractual increases due to a negotiated and approved five (5) year Public Safety – Fire contract with the Town of Davie effective October 1, 2017. The proposed budget also funds;

- a. Capital Improvements relating to a new one-time Fire Alerting system purchase and a continued provision for Fire Wells replacement and installation.
- b. Significant program modifications related to the Volunteer Fire Rescue operations to improve the quality of safety equipment for personnel (i.e. SCBA & Bunker Gear), establish a provision for the replacement of a Volunteer Fire Apparatus, and to conclude the procurement of TDMA technology communication equipment compatible throughout all of Broward County.
- c. A new Fire Protection rate assessment study to update an existing study as well as mitigate the recurring millage impact of newly imposed FS 170.01 (4) pertaining to a full Fire Assessment exemption for vacant agricultural property (a \$63,706 estimated impact for FY 2018-2019).

All of the above items have been discussed and are presented in the FY 18-19 Proposed Budget Book.

The final Fire assessment hearing is scheduled for:

Wednesday, September 12, 2018 @ 6:00 PM

Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, FL 33330

Fiscal Impact/Analysis

Total proposed Fire Services Assessment expenses are estimated at \$2,302,620 per Exhibit A. The proposed initial rate(s) reflect a net increase in total assessment expenses of \$184,676 as compared to the prior years (FY 2017-2018) total adopted assessment expenses of \$2,117,944. This increase provides for all the previously mentioned contractual and capital expenditures as well as an annual provision for a new Town and a new Volunteer Fire vehicle while also providing

the greatest financial liability and maintaining operational status quo residents expect and desire from both the Davie Fire Rescue and Volunteer Fire Rescue components.

Finally, the Town of Southwest Ranches Resolution No. 2012-034 initially provided for the complete exemption of 100% service connected qualified disabled veterans from Fire Services Assessment pursuant to a unanimous vote on June 23, 2011. For FY 2018-2019, ten veterans have qualified for and claimed this exemption (an increase from 7 in the prior year). The total dollar impact to the Town's General Fund from ten (10) Property Appraiser 100% service connected qualified disabled veterans is \$5,619.50 (\$561.95 x 10 residents).

Without adoption, funding for Townwide fire protection services would not be possible.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
RESO-Fire Assessment Initial 18-19 - TA Approved	7/20/2018	Resolution
RESO-FY 2019 Initial Fire assessment worksheet-FINAL-07262018-EXHIBIT A	7/19/2018	Exhibit

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RESOLUTION NO. 2018-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PRELIMINARY FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, has enacted Ordinance No. 2001-09 (the "Ordinance"), which authorizes the imposition of Fire Service Assessments for fire services, facilities, and programs against Assessed Property located within the Town; and

WHEREAS, pursuant to Ordinance 2001-09, the imposition of a Fire Services Assessment for fire services, facilities, and programs for Fiscal Year 2019 requires certain processes such as the preparation of the Preliminary Fire Services Assessment Roll; and

WHEREAS, annually, a Preliminary Fire Services Assessment Resolution describing the method of assessing fire costs against assessed property located within the Town, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for imposition of Fire Assessments; and

WHEREAS, the Town Council imposed a Fire Assessment for the previous fiscal year (FY 2018), and the imposition of a Fire Assessment for fire services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Assessed Costs among parcels of Assessed Property; and

WHEREAS, the Town Council, during the Fiscal Year 2013, made an initial policy decision and adopted Resolution 2012-034, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Veteran's Service-Connected Total and Permanent Disability ad valorem tax exemption providing them with a 100% exemption for Fire Service Assessments pursuant

to a June 23, 2011 unanimous vote and wish to provide for such exemption for the Fiscal Year 2019.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, desires to impose a fire service assessment program within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2018, and deems it to be in the best interests of the citizens and residents of the Town of Southwest Ranches to adopt this Preliminary Annual Rate Resolution so that the Town may impose Fire Assessments for Fiscal Year 2019.

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

Section 1: 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. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2001-9, the Preliminary Assessment Resolution (Resolution 2018 -) and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. Purpose and Definitions. This Resolution constitutes the Preliminary Fire Services Assessment Resolution as defined in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), which imposes Fire Assessments for the Fiscal Year beginning October 1, 2018. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

Section 4. Provision and funding of Fire Protection Services. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Town, the Town shall provide fire protection services to such Assessed Property. A portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining costs of providing fire protection services, facilities, and programs shall be funded by lawfully available Town revenues other than Fire Protection Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS) have not been included in the Fire Protection Assessed Costs and shall be paid for by the Town from other lawfully available funds and shall not be paid out of Fire Assessment revenues.

A. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of fire protection services, facilities, and programs in an amount not less

than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 5. Imposition and Computation of Fire Protection Assessments.

Fire Protection Assessments shall be imposed against all Assessed Parcels within the Assessment Property Categories. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in Exhibit "A" which utilizes the Assessment methodology in the Fire Assessment (Willdan) Report dated September 12, 2011 and approved by Council on September 12, 2011. Where the use of a building or buildings on a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose the appropriate rate based on the use of the building or buildings regardless of the DOR Code assigned to the parcel. Where multiple buildings on a parcel have different uses, the Town shall impose the appropriate rate based on the use of each individual building. The Fire Protection Assessment imposed on the parcel shall be the total of the Fire Protection Assessments calculated for all buildings on the parcel, excluding for barns on Residential Property with an assessed Dwelling Unit or non-commercial barns on Vacant/Agricultural Property.

Section 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Preliminary Assessment Resolution are affirmed and incorporated herein by reference including the provisions of FS 170.01 (4); Notwithstanding any other provision of law, a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under FS. 193.461 as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. As used in this subsection, the term "agricultural pole barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

Section 7. Determination of Fire Protection Assessment costs; Establishment of Preliminary Fire Protection Assessment Rates.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2018-2019, is the amount determined in the Estimated Fire Protection Assessment Rate Schedule as described in the Report, attached as Exhibit "A". The approval of the Preliminary Fire Protection Assessment Rate Schedules by the adoption of this Preliminary Assessment Resolution determines the amount of the Fire Protection Assessed Costs. The remainder, if any, of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available Town revenue other than Fire Protection Assessment proceeds.

B. The estimated Fire Protection Assessments specified in the Preliminary Fire Protection Assessment Rate Schedules as described in the Report are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed in Fiscal Year 2018-2019 commencing on October 1, 2018.

C. The estimated Fire Protection Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2018-2019 shall be the proposed assessment rates applied by the Town Administrator in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2018, as provided in Section 7 of this Preliminary Assessment Resolution.

Section 8. Preliminary Assessment Roll.

A. The Town Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2018, in the manner provided in the Code. The Assessment Roll shall include all Assessed Parcels within the Property Use Categories. The Town Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

B. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

C. It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution and the Report attached as Exhibit "A" is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Town.

Section 9. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be exempt from the collection of the Fire Assessment. The Town shall buy down this 100% exemption with non-assessment funds.

Section 10. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Wednesday, September 12, 2018 in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches,

Florida, at which time the Town Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 11. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 12-53 of the Code. The notice shall be published no later than August 23, 2018.

Section 12. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the owner of each Assessed Parcel, as required by Section 12-54 of the Code. Such notices shall be mailed no later than August 24, 2018. The Town Administrator may direct that such notice be combined with the TRIM notices prepared and mailed by the Broward County Property Appraiser.

Section 13. 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 14. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Assessments shall be deposited into the Fire Protection Assessment Fund and used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
Florida, this 26th day of July, 2018, on a motion by _____
and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

114251679.1

Town of Southwest Ranches
Proposed FY 2018/2019
Fire Assessment Worksheet

EXHIBIT A

Sources:

Fire Administration Department
 Volunteer Fire Service Department
 Volunteer Fire Fund

Expenditures	Total FY 2018-2019 Proposed	General Fund Portion	Fire Assessment Portion
% Allocation per Consultant Study for FR Contractual Services Only		57.70%	42.30%

Direct Expenses:

Fire Rescue Contractual Service	\$	3,326,859	\$	1,919,598	\$	1,407,261
Operating Expenses		331,938		N/A		331,938
Non-Operating Debt		29,486		N/A		29,486
Capital Outlay		156,045		N/A		156,045
Sub-Total	\$	3,844,328	\$	1,919,598	\$	1,924,730

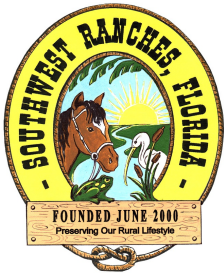
Other Expenses

Publication & Notification Costs		1,513
Statutory Discount		97,275
Collections Cost		19,247
Fire Assessment Cost Allocation of Townwide Personnel/Contractual Costs		209,855
Fire Protection/Control Contingency		50,000
Total Fire Assessment Expenses	\$	2,302,620

Based On Consultant Study

Property Category	Assess Unit Type	% Effort Allocation	Amount	Total Proposed Rates FY 18/19	Total Assessed Rates FY 17/18	Difference: Increase
Residential - 2577 Units	Per Dwelling Unit	62.8912%	1,448,145	561.95	518.49	43.46
Commercial - 337,404 SF	Per Sq.Ft. Bldg Area	15.0283%	346,045	1.03	0.90	0.13
Indust/Warehouse - 116,025 SF	Per Sq.Ft. Bldg Area	9.5818%	220,632	1.90	1.75	0.15
Institutional - 481,033 SF	Per Sq.Ft. Bldg Area	6.2499%	143,911	0.30	0.28	0.02
Vacant/Non-Agricul.-1,450 Acres	Per Acre	6.2488%	143,886	99.23	92.16	7.07
Total		100%	\$ 2,302,620			

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

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

Town Council
Doug McKay, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitkreuz, 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: Martin D. Sherwood, Town Financial Administrator
DATE: 7/26/2018
SUBJECT: FY 2018-2019 INITIAL SOLID WASTE ASSESSMENT RATES

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Solid Waste special assessment maximums in accordance with Exhibit A and which includes ratification for an annual special 50% tax exemption for 100% service connected disabled veterans.

Strategic Priorities

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

Background

Issue

This resolution is necessary in order to comply with Florida Statutes, to facilitate the preparation of the Truth in Millage (TRIM) Notices, and to authorize the Town Administrator and Town Financial Administrator to prepare, or cause to be prepared, a preliminary Assessment Roll for the 2019 Fiscal Year.

Since the rates are a not-to-exceed rate, they can be lowered without additional transaction costs. Raising the rate later would require the expense of an additional first-class mailing to all Southwest Ranches property owners. Without adoption of this (or similar) resolution no funding

would be available to cover the expenses of solid waste & recycling and bulk waste collection and disposal.

Chapter 197.3632, Florida Statutes, and Town Ordinance No. 2002-08, requires the annual adoption of an Initial Solid Waste Assessment Resolution. Proceeds derived by the Town from the Solid Waste Service Assessments will be utilized for the provision of solid waste services, planning administration, equipment and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used exclusively to fund the qualified expenditures above stated.

The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of the Initial Assessment Resolution determines the amount of the Solid Waste Assessed Costs advertised. This initial assessment rate is necessary in order to notify the Property Appraiser of the initial assessment rate and hearing schedule for purposes of the Truth in Millage (TRIM) notifications. The initial assessment rates being proposed are based on a consultant study utilizing tranches of minimums/maximums based on lot square footage ranging from \$614.78 to \$948.37 for residential (not commercial) properties.

For the period from FY 2013 through FY 2017, the Town of Southwest Ranches benefitted from a below market priced five-year contract negotiated for solid and bulk waste collection, recycling and disposal services which had an overall rate decrease of approximately 35% and of which savings were directly passed through to community members. As an alternative to losing solid waste collection services, a competitive bid process was initiated and ultimately, the Town's new service provider – Waste Pro, Inc. was awarded a contract which called for an initial increase of approximately 73% (\$1,380,865 vs. \$797,582) for FY 2017/2018. However, with Staff keeping eye toward balancing burdens while maintaining effective and desirable services, Town Council approved a general increase below market last fiscal year utilizing unrestricted Solid Waste fund resources of \$300,894 resulting in only an approximate 25% net increase “smoothed” across collection parcel sizes. However, moving forward to FY 2018/2019, unfortunately, the aforementioned previous fiscal year subsidy is not sustainable to obtain then maintain a fully self-based operation.

The final assessment hearing is scheduled for:

Wednesday September 12, 2018 at 6:00 PM

Southwest Ranches Town Hall

13400 Griffin Road

Southwest Ranches, FL 33330

Fiscal Impact/Analysis

For FY 2019 and pursuant to Exhibit A attached, it is recommended and proposed that the residential assessment rate for up to 41,200 in lot square footage would increase from \$455.54 to \$614.74 (approximately 35%) while the assessment rate for more than 106,999 of lot square footage would increase from \$683.60 to \$948.37 (approximately 39%) in FY 2019. It shall be noted that the above proposed rates also conservatively include the maximum impact potential of a solid and bulk waste disposal contract generation “true-up” factor as well as small anticipated expenditure increases to the Town in the form of mandated contractual consumer price and fuel index adjustments. Future year increases seem probable, but obviously expected to be much less.

dramatic, to remain a fully user based funded operation.

Finally, last fiscal year the Town of Southwest Ranches initially provided for a 50% exemption from Solid Waste assessments for 100% service connected qualified disabled veterans pursuant to unanimous vote of Town Council. For FY 2018-2019, ten veterans have qualified for and claim this exemption (an increase from 7 in the prior year). The total dollar impact to the Towns General Fund from ten (10) Property Appraiser 100% service connected qualified disabled veterans \$3,669.50 (50% of \$7,339.00).

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
RESO-Solid Waste Assessment Initial 18-19 - TA Approved	7/20/2018	Resolution
RESO FY 2019 Initial SW Assess-FINAL-07262018-EXHIBIT A	7/19/2018	Exhibit

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RESOLUTION NO. 2018-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted a Solid Waste Service Assessment Ordinance, Ordinance Number 2002-8 (the "Ordinance") on final reading at the Town Council meeting of June 24, 2002; and

WHEREAS, the adoption of solid waste assessment rates resulting from the Town Council's policy direction requires the annual adoption of a Preliminary Assessment Resolution and the annual adoption of a Final Assessment Resolution, as required under the Ordinance as well as under the Uniform Method of Collection provided under Florida Statutes Chapter 197.3632;

WHEREAS, the Town Council, during the Fiscal Year 2018, made an initial policy decision, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Disabled Veterans ad valorem tax exemption providing them with a 50% exemption for Solid Waste and Bulk Waste Assessments pursuant to R-2017-058 approved on September 13, 2017 via unanimous vote and wish to provide for such exemption for the Fiscal Year 2019.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2002-8 as codified and as may have been amended, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance (codified as Sections 16-108 through 16-173 in the Town of Southwest Ranches Code of Ordinances, hereinafter

"Code"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Parcel" means those parcels with one or more Dwelling Units which are specially benefitted by the provision of solid waste collection and disposal services and which are subject to the Solid Waste Assessments authorized by this Initial Resolution.

"Bulk Waste" means materials including yard trash, white goods, and clean debris, as such terms are defined in §16-108 of the Code, as may be amended, generated from residential activities and those materials generally outlined in §16-19 of the Code as acceptable for bulk trash pickup.

"Commercial Property" or "Non-residential Property" means collectively those Parcels with DOR Codes, Use Codes or Usage indicating more than just single-family residential uses and that may have no Dwelling Units present on the parcel. Commercial Property or Non-residential Property, for the purposes of this Resolution, includes commercial, institutional, industrial, vacant/agricultural and other all uses, except for Residential Property as defined in this Initial Resolution. As Non-residential Properties are billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution. Combination Commercial or Non-residential uses with single-family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"DOR Code" means a property land use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Parcels within the Town. Additionally, the Broward County Property Appraiser assigns property Use Codes to parcels and structures. DOR Codes and associated Use Code descriptions are used in the development of the Solid Waste Assessments set forth in this Resolution and in preparation of the Assessment Roll. Where the use of a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose a rate based on the use regardless of the DOR Code assigned to the parcel.

"Dwelling Unit" means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual Dwelling Unit. For purposes of this Resolution and imposition of the Solid Waste Assessment, a Dwelling

Unit, as defined herein, may be located on parcels other than residential property under the Town's zoning and development regulations.

"Estimated Solid Waste Assessment Rate Schedule" means that rate schedule as specified in the Report set forth in Exhibit "A", attached hereto and incorporated herein by reference, specifying the Solid Waste Assessed Costs and the estimated Solid Waste Assessments.

"Household Waste" means and includes garbage, rubbish, and recovered materials, as those terms are defined in §16-108 of the Code, as may be amended, and recyclable materials as defined in §16-24 of the Code, as may be amended, generated from residential activities and excluding Bulk Waste.

"Report" or "Town of Southwest Ranches Solid Waste Assessment Report" means the report detailing the development of the Solid Waste Assessment Rates by New Community Strategies amended and revised per Council action dated September 12, 2011.

"Residential Property" means those Assessed Parcels with a DOR Code number on the following list or range: 1 - 9, 63 used as residential, 66 - 69 used as residential, 71 used as residential, or otherwise designated as residential property under the DOR Codes and Use Codes. Residential Property includes single family/duplex as well as single family developed property with multiple dwelling units. Residential Property, for purposes of this Resolution and imposition of Solid Waste Assessments, shall include all parcels with one or more Dwelling Units present on the parcel regardless of the DOR Code number or Use Code assigned to the parcel. All Residential Property shall be assessed based on the number of Dwelling Units for Household Waste and based on parcel size for Bulk Waste according to the rate schedule in the Report, by New Community Strategies amended and revised per Council action dated September 12, 2011, as may be modified in the Final Resolution adopted after the September 12, 2013 Public Hearing. Combination Commercial or Non-residential uses with single family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"Vacant/Agricultural Property" means those Assessed Parcels designated as vacant or agricultural in the Property Appraiser's Data Base and that have no dwelling units on the parcel. For purposes of this Resolution, Vacant/Agricultural Property is treated as Commercial or Non-residential Property. As such, Commercial or Non-residential Properties shall be billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution.

Section 3. Provision and Funding of Solid Waste Services.

A. Upon the imposition of a Solid Waste Assessment for solid waste collection and disposal services, facilities, or programs against Assessed Property located within the Town, solid waste collection and disposal services shall be provided to such Assessed Property. It is the Town's intent to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. Any costs not funded by the Solid Waste Assessments or costs related to Property on which Solid Waste Assessments are not collected, for example due to the difficulties of collection from property owned by governmental entities or pursuant to a policy decision of the Town Council, shall be paid by the Town from lawfully available funds of the Town and shall not be paid out of Solid Waste Assessment revenues.

B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of solid waste services, facilities, and programs in an amount not less than the Solid Waste Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

Section 4. Imposition and Computation of Solid Waste Assessments.

Solid Waste Assessments shall be imposed against all Assessed Parcels according to the applicable property size rate classification. Solid Waste Assessments shall be computed and imposed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in the Report by New Community Strategies amended and revised per Council action dated September 12, 2011.

Section 5. Legislative Determination of Special Benefit and Fair Apportionment. It is hereby ascertained, determined, and declared that the solid waste services to be funded by the Solid Waste Assessments provide special benefit to the Assessed Property based upon the following legislative determinations.

A. Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 16-109 and 16-110 of the Code are hereby ratified and confirmed.

B. It is fair and reasonable to use the DOR Codes, Use Codes, number of Dwelling Units, and parcel size data maintained by the Property Appraiser in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and acreage for property within the Town, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

C. Where data available from the Property Appraiser was insufficient, the Town has verified and/or supplemented such data as needed for use in the determination of the Cost Apportionment and the Parcel Apportionment. It is fair and reasonable to use such additional data provided by the Town because such data provides a more accurate and complete record of property use and the structures on property.

D. Apportioning Solid Waste Assessed Costs among residential property based upon studies of demand for service and waste generation quantities by type of waste stream and by service areas within the Town is fair and reasonable and proportional to the special benefit received.

E. The value of Residential Property does not determine the scope of the required solid waste collection and disposal services. The Town has determined that the special benefit to Assessed Parcels and the demand for solid waste services varies by the type of waste stream. Household Waste has been determined to relate primarily to the number of Dwelling Units on Assessed Parcels. Bulk Waste has been determined to relate primarily to the size of the parcel. Based upon studies conducted for the Town, the relative potential demand for solid waste services to residential properties is driven by the number of dwelling units for Household Waste and the size of the assessed parcel for Bulk Waste.

F. A Solid Waste Services Assessment Report (SWSAR) by New Community Strategies amended and revised per Council action dated September 12, 2011, analyzed waste generation by type of waste and incorporates findings of several studies of waste generation in the Town. Based on such studies, it has been determined that nearly half of the Town's waste stream results from Bulk Waste, which primarily consists of vegetative debris. Given the high rate of Bulk Waste generation in the Town, it is fair and reasonable to separately analyze the costs of and demand for solid waste services by the following types of waste: Household Waste and Bulk Waste.

G. Household Waste is generated relatively consistently on a per dwelling unit basis. Therefore, it is fair and reasonable to assess for costs related to Household Waste based on the number of Dwelling Units on each Assessed Parcel. Such per dwelling unit rates for Household Waste are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

H. Bulk Waste, including but not limited to vegetative debris and solely residential livestock waste, generation rates are generally proportionate to the size of the parcel. Waste generation studies have concluded that areas of the town with larger lots generate substantially greater tonnage of Bulk Waste per parcel than areas of the Town with smaller parcels.

I. It is fair and reasonable to create assessment rate classes for Bulk Waste based on lot square footage ranges identified through analysis of solid waste generation and collection studies performed for the Town. It is fair and reasonable to allocate Bulk Waste assessed costs to each rate class in a manner that increases the share of costs on the assessed parcel as the parcel size increases. Therefore, the proposed Bulk Waste services assessment rates presented in the SWSAR Report are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Section 6. Determination of Solid Waste Assessed Costs; Establishment of Initial Solid Waste Assessment Rates.

A. The Solid Waste Assessed Costs to be assessed and apportioned among benefitted parcels for Fiscal Year 2018-2019 commencing October 1, 2018, is the amount determined in the Solid Waste Assessment worksheet, attached as Exhibit "A" to this Resolution. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Assessed Costs. The remainder, if any, of such Fiscal Year budget for solid waste services, facilities, and programs shall be funded from available Town revenue other than Solid Waste Assessment proceeds.

B. The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate worksheet are hereby established to fund the specified Solid Waste Assessed Costs determined to be assessed in Fiscal Year 2018-2019 commencing on October 1, 2018.

C. The estimated Solid Waste Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2018-2019 shall be the estimated assessment rates applied by the Town Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2018, as provided in Section 7 of this Preliminary Assessment Resolution.

Section 7. Preliminary Assessment Roll. The Town Administrator is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2018, in the manner provided in the Code. The Assessment Roll shall include all Residential Assessed Parcels within the Assessment Rate Categories. The Town Administrator shall apportion the estimated Solid Waste Assessed Cost to be recovered through Solid Waste Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

A. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Solid Waste Assessed Cost to be recovered through the imposition of Solid Waste Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary

Assessment Roll be in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

B. It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Assessments for residential solid waste services as set forth in this Preliminary Assessment Resolution and the SWSAR report is represented in Exhibit "A" and is a fair and reasonable method of apportioning the Solid Waste Assessed Cost among parcels of Assessed Property located within the Town.

Section 8. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be partially exempt from the collection of the Fire Assessment. The Town shall buy down this 50% exemption with non-assessment funds.

Section 9. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Wednesday, September 12, 2018, in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Assessments from the public and affected property owners and consider imposing Solid Waste Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 10. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 16-143 of the Code. The notice shall be published no later than Thursday August 23, 2018.

Section 11. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 16-144 of the Code. Such notices shall be mailed no later than Friday August 24, 2018. The Town Administrator may direct that such notices be combined with the TRIM notices prepared and mailed by the Property Appraiser.

Section 12. Severability. If any word, phrase, clause, sentence, or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

Section 13. Application of Assessment Proceeds. Proceeds derived by the Town from the Solid Waste Assessments shall be deposited into the Solid Waste Assessment Fund and used for the provision of solid waste services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Townwide solid waste services, facilities, and programs.

Section 14: Conflicts. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of the conflict.

Section 15: Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 16. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of

Southwest Ranches, Florida, this 26th day of July, 2018, on a motion by

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

115011553.1

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Town of Southwest Ranches
Proposed FY 2018/2019
Solid Waste Assessment Worksheet

EXHIBIT A

Sources:

WastePro of Florida, Inc Contract
 Broward County Property Appraiser
 Munilytics Consultant Study

Description	Solid Waste & Recycling	Bulk Waste	Total Proposed FY 18/19
% Allocation Direct Expenses Only	44%	56%	

Direct Expenses:

Solid Waste Collection	\$ 410,748	\$ -	\$ 410,748
Recycling Collection	\$ 106,123	\$ -	\$ 106,123
Bulk Waste Collection	\$ -	\$ 378,144	\$ 378,144
Solid Waste Disposal	\$ 149,148	\$ -	\$ 149,148
Bulk Waste Disposal	\$ -	\$ 482,484	\$ 482,484
Sub-Total Cost of Service	\$ 666,020	\$ 860,629	\$ 1,526,649

Other Expenses

Statutory Discount	\$ 75,190
Collections Cost and Other	\$ 28,998
Townwide Personnel/Contractual Costs	\$ 258,314
Total Solid Waste Assessment Expenses	\$ 1,889,150

Based On Consultant Study

Assessment	Lot Sq Ft. Range	Number of Units in Range	Solid Waste Cost Per Unit	Bulk Waste Cost Per Unit	Total Proposed Rates FY 18/19	Total Assessed Rates FY 17/18	Difference: Increase
A	- 41,200	406	\$ 318.95	\$ 295.83	\$ 614.78	\$ 455.44	\$ 159.34
B	41,201 46,999	426	\$ 318.95	\$ 347.18	\$ 666.13	\$ 491.08	\$ 175.05
C	47,000 62,999	414	\$ 318.95	\$ 418.34	\$ 737.29	\$ 541.97	\$ 195.32
D	63,000 95,999	449	\$ 318.95	\$ 454.03	\$ 772.98	\$ 564.47	\$ 208.51
E	96,000 106,999	460	\$ 318.95	\$ 505.93	\$ 824.88	\$ 605.47	\$ 219.41
F	107,000 >107,000	429	\$ 318.95	\$ 629.42	\$ 948.37	\$ 683.60	\$ 264.77

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