



# Southwest Ranches Town Council

REGULAR MEETING  
Agenda of June 27, 2019

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

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

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

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

**2. Pledge of Allegiance**

**3. Public Comment**

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

**4. Board Reports**

**5. Council Member Comments**

**6. Legal Comments**

**7. Administration Comments**

**Resolutions**

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF TEN THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$10,550.00) WITH DYKES CUSTOM BARNS AND FENCING TO REMOVE AND REPLACE THE EXISTING FENCE AT THE COUNTRY ESTATES FISHING HOLE PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2018/2019 BUDGET FOR THE COUNTRY ESTATES PARK PERIMETER FENCING IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION NEGOTIATION COMMITTEE'S RECOMMENDATIONS AND RANKING FOR EXTERNAL AUDIT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, WITH KEEFE McCULLOUGH & CO. LLP, THE TOP RANKED VENDOR, IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.
10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GUARANTEEING THE TOWN'S PERFORMANCE OF CONSTRUCTION OF THE REQUIRED IMPROVEMENTS, AS SET FORTH IN THE ATTACHED INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT WITH BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Discussion**

11. Terra Ranches Condition of Approval - Mayor McKay
12. Approval of Minutes
  - a. March 28, 2019 Town Council Regular Meeting
13. Adjournment

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



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

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

**Town Council**  
**Doug McKay, Mayor**  
**Gary Jablonski, Vice Mayor**  
**Freddy Fisikelli, Council Member**  
**Bob Hartmann, 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:** December Lauretano-Haines, PROS Manager  
**DATE:** 5/30/2019  
**SUBJECT:** Country Estates Park Perimeter Fencing Improvement

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#### **Recommendation**

This Resolution approving an agreement with Dykes Custom Barns and Fencing for the Country Estates Park Perimeter Fencing Improvement Project is offered for your consideration and approval.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure

#### **Background**

Country Estates Park is located at the intersection of Griffin Road and SW 190<sup>th</sup> Avenue in Southwest Ranches. The Town acquired the 16-acre former landscape nursery with grants from Broward County and Florida Communities Trust, and agreed to develop the site for outdoor public recreation.

Improvement of the park's appearance along Griffin Road is appropriate at this time. The existing high-security fence was installed long before the Town's acquisition and development of park improvements. Damaged in many places, this needs replacing. Removal and replacement

with fencing more suitable to recreational purposes will enhance the park significantly. The Town budgeted Ten Thousand, Seven Hundred Dollars (\$10,700) for the project in Fiscal Year 2017/2018, but proposals received significantly exceeded the budgeted amount. Therefore, the amount unspent was retained in the Capital Projects Assigned Fund Balance.

In Fiscal Year 2018/2019; the Town revised the project specifications, modifying the scope to achieve greater affordability as well as increased safety for users of the playground adjacent to the fence location and the neighboring Griffin Road Right of Way.

Four proposals were received.

Ace Fence Co.	\$14,272
All Pro Fence Builders	\$13,700
Samada Fence, Inc.	\$11,130
Dykes Custom Barns and Fencing	\$10,550

The project includes, removal and disposal of the existing chain link fence and razor wire, and installation of 640 linear feet of five foot (5') high, black, vinyl-coated chain link fence. After reviewing the proposals, it was determined that Dykes Custom Barns and Fencing was the lowest proposer. Staff is anticipating final completion within the month of July before current fiscal year end (September 30, 2019).

**Fiscal Impact/Analysis**

Ten Thousand, Seven Hundred Dollars (\$10,700) was available for improvements in Account # 301-5300-572- 63200 during FY 2018 of which \$10,700 was unspent and retained in the Capital Projects Fund assigned for Capital Projects Fund Balance.

Pursuant to the fact that the Capital Projects assigned fund balance at 9/30/2018 is \$84,417 staff recommends the full appropriation of \$10,550 to fund and complete this project. A budget amendment is required to increase the accounts as follows:

**Revenue Account:**

301-0000-399-39900	\$10,550	(Appropriated Fund Balance- Governmental)
<b>Total</b>		<b>\$10,550</b>

**Expenditure Account:**

	301-5300-572-63200	\$10,550	(Infrastructure – Country Estates/Fishing Hole Park)
<b>Total</b>		<b>\$10,550</b>	

**Staff Contact:**

December Lauretano-Haines, Parks Recreation and Open Space Manager

**ATTACHMENTS:**

Description	Upload Date	Type
Memo June 27, 2019 Regular Meeting	6/11/2019	Executive Summary Page 2 of 126

CE Park Fencing Res - TA Approved	6/21/2019	Resolution
Dykes Proposal	6/11/2019	Backup Material
Samada Proposal	5/30/2019	Backup Material
All Pro Proposal	5/30/2019	Backup Material
Ace Proposal	5/30/2019	Backup Material

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**Russell Muñiz, Assistant Town Administrator**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor McKay and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** December Lauretano-Haines  
Parks Recreation and Open Space Manager

**DATE:** May 29, 2019

**SUBJECT: Country Estates Park Perimeter Fencing Improvement Project**

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### **Recommendation**

This Resolution approving an agreement with Dykes Cattle, LLC for the Country Estates Park Perimeter Fencing Improvement Project is offered for your consideration and approval.

### **Strategic Priorities**

This item supports the following strategic priorities identified in the Town's adopted strategic plan.

#### **Strategic Priorities**

B. Enhanced Resource Management

C. Reliable Public Safety

D. Improved Infrastructure

### **Background**

Country Estates Park is located at the intersection of Griffin Road and SW 190<sup>th</sup> Avenue in Southwest Ranches. The Town acquired the 16-acre former landscape nursery with grants from Broward County and Florida Communities Trust, and agreed to develop the site for outdoor public recreation.

Improvement of the park's appearance along Griffin Road is appropriate at this time. The existing high-security fence was installed long before the Town's acquisition and development of park improvements. Damaged in many places, this needs replacing.

Removal and replacement with fencing more suitable to recreational purposes will enhance the park significantly. The Town budgeted Ten Thousand, Seven Hundred Dollars (\$10,700) for the project in Fiscal Year 2017/2018, but proposals received significantly exceeded the budgeted amount. Therefore, the amount unspent was retained in the Capital Projects Assigned Fund Balance.

In Fiscal Year 2018/2019; the Town revised the project specifications, modifying the scope to achieve greater affordability as well as increased safety for users of the playground adjacent to the fence location and the neighboring Griffin Road Right of Way.

Four proposals were received.

Ace Fence Co.	\$14,272
All Pro Fence Builders	\$13,700
Samada Fence, Inc.	\$11,130
Dykes Cattle, LLC	\$10,550

The project includes, removal and disposal of the existing chain link fence and razor wire, and installation of 640 linear feet of five foot (5') high, black, vinyl-coated chain link fence.

After reviewing the proposals, it was determined that Dykes Cattle, LLC was the lowest responsive and responsible proposer. Staff is anticipating final completion within the month of July before current fiscal year end (September 30, 2019).

**Fiscal Impact/Analysis**

Ten Thousand, Seven Hundred Dollars (\$10,700) was available for improvements in Account # 301-5300-572- 63200 during FY 2018 of which \$10,700 was unspent and retained in the Capital Projects Fund assigned for Capital Projects Fund Balance.

Pursuant to the fact that the Capital Projects assigned fund balance at 9/30/2018 is \$84,417 staff recommends the full appropriation of \$10,550 to fund and complete this project. A budget amendment is required to increase the accounts as follows:

**Revenue Account:**

301-0000-399-39900	\$10,550	(Appropriated Fund Balance- Governmental)
<b>Total</b>	<b>\$10,550</b>	

**Expenditure Account:**

301-5300-572-63200	\$10,550	(Infrastructure – Country Estates/Fishing Hole Park)
<b>Total</b>	<b>\$10,550</b>	

**Staff Contact:**

December Lauretano-Haines, Parks Recreation and Open Space Manager

**RESOLUTION NO. 2019-XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF TEN THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$10,550.00) WITH DYKES CUSTOM BARN AND FENCING TO REMOVE AND REPLACE THE EXISTING FENCE AT THE COUNTRY ESTATES FISHING HOLE PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2018/2019 BUDGET FOR THE COUNTRY ESTATES PARK PERIMETER FENCING IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the existing high-security fence at Country Estates Fishing Hole Park was installed prior to the Town's acquisition of the property; and

**WHEREAS**, the Town has developed park improvements including a picnic area, open space field, and playground at this park; and

**WHEREAS**, improvement of the park's appearance along Griffin Road by removal of the damaged existing security fence and replacement with fencing more suitable to recreational purposes is appropriate at this time; and

**WHEREAS**, the Town budgeted Ten Thousand, Seven Hundred Dollars and Zero Cents (\$10,700.00) for the Country Estates Park Perimeter Fencing Improvement Project in Fiscal Year 2017/2018 and was retained within the Capital Projects Fund Assigned Fund Balance; and

**WHEREAS**, proposals received in response to the Town's request significantly exceeded the budgeted amount in Fiscal Year 2017/2018 and the funding was retained in the Capital Projects Fund; and

**WHEREAS**, in Fiscal Year 2018/2019; the Town reviewed and revised the project specifications, modifying the type of fencing to achieve greater affordability as well as safety for users of the playground adjacent to the fence location; and

**WHEREAS**, the Town received four (4) proposals for this project, from Ace Fence Co. in the amount of Fourteen Thousand, Two Hundred and Seventy-Two Dollars and Zero Cents (\$14,272.00), All Pro Fence Builders in the amount of Thirteen Thousand, Seven Hundred Dollars and Zero Cents (\$13,700.00), Samada Fence, Inc. in the amount of Eleven Thousand, One Hundred and Thirty Dollars and Zero Cents

(\$11,130.00), and Dykes Custom Barns and Fencing in the amount of Ten Thousand, Five Hundred and Fifty Dollars and Zero Cents (\$10,550.00); and

**WHEREAS**, after reviewing the proposals, it was determined that Dykes Custom Barns and Fencing submitted the lowest responsive and responsible proposal meeting the specifications for the project; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into a purchase order with Dykes Custom Barns and Fencing under the terms and conditions set forth hereinafter.

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

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

**Section 2.** The Town Council hereby approves a purchase order in the amount of Ten Thousand, Five Hundred and Fifty Dollars and Zero Cents (\$10,550.00) with Dykes Custom Barns and Fencing to complete the Country Estates Fishing Hole Park Griffin Road fence removal and replacement project, in accordance with their proposal attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney, to enter into a purchase order with Dykes Custom Barns and Fencing in substantially the same form as that attached hereto as Exhibit "A" and to make such modification, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** The Town Council hereby approves the necessary budget amendment for the Country Estates Park Perimeter Fencing Improvement project as follows: increasing Capital Projects Fund – Infrastructure – Country Estates Fishing Hole Park expenditure account (301-5300-572-63200) in the amount of Ten Thousand, Five Hundred and Fifty Dollars and Zero Cents (\$10,550.00).

**Section 5.** 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 27<sup>th</sup> day of June, 2019, on a motion by

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

McKay \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

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

ATTEST:

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

Approved as to Form and Correctness:

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

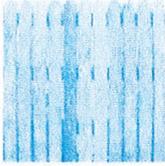
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# SAMADA FENCE, INC.

OUR PERSONAL ATTENTION MAKES THE DIFFERENCE!  
 110 W 31 ST HIALEAH, FL 33012  
 Phone: (954) 559-4355 Fax: (305) 823-8551  
 Email: samada1@msn.com

PROPOSAL - CONTRACT  
 MIAMI-DADE 11BS00347  
 BROWARD: CC# 05-F-12164-X  
 PALM BEACH: U-20538

CUSTOMER'S NAME <i>Town of Southwest Ranches Park</i>		DATE <i>5/29/2019</i>	
STREET <i>18900 Griffin Rd</i>		CITY <i>Southwest Ranches FL</i>	STATE <i>FL</i>
HOME PHONE		CELL PHONE	FAX #
BUSINESS PHONE		ZIP <i>33032</i>	

<b>CHAIN LINK</b>		FENCE TO BE INSTALLED AT	
Overall Length <i>640'</i>	Overall Height <i>5'</i>	<p><i>Remove &amp; replace 640' drive feet</i></p> <p><i>Install Black chain link fence 5' high</i></p>	
Gauge C/L Wire <i>9x2</i>	Fabric Color <i>Black</i>		
Barb Wire	K Up <input checked="" type="checkbox"/> B Up		
Frame Color <i>Black</i>	Term / Corner Posts <i>2 1/2</i>		
Line Posts <i>1 1/8</i>	Line Post Space <i>100'</i>		
Top Rail <i>1 5/8</i>	Walk Gate		
Razor Wire	D. Drive/Roll Gate		
Gate Post	Wall Mount		
Sea Fans	Tension Wire		
<b>WOOD</b>			
Overall Length	Overall Height		
Style Fence	Post Inc.		
Good Side In (GSI)	Good Side Out (GSO)		
1 x 2 Strips	2 x 2 Strips		
IN	OUT		
Wood Type of Boards	Board Size		
Board Spacing	Dog Eared		
YES	NO		
P.T. Pine Posts	Post Spacing	AUGER ACCESS <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Part <input type="checkbox"/> FT. ACC. TEMP FENCE <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> FT. HT. SELF CLOSER(S): <input type="checkbox"/> Y <input type="checkbox"/> N TYPE:	
P.T. Pine Stringers	Steel Gate Frames	PRICE INCLUDES ADDITIONAL CHARGE FOR DIRT PILE REMOVAL. <input type="checkbox"/> Yes <input type="checkbox"/> No INITIALS REQUIRED: CUSTOMER SALES REP.	
Galv.	Vinyl	FENCE LINE VISUALLY CONFLICTS WITH EXISTING SPRINKLERS <input type="checkbox"/> Y <input type="checkbox"/> N INITIALS REQUIRED: CUSTOMER SALES REP.	
Walk Gates	Double Drive Gates	PROPERTY PINS FOUND <input type="checkbox"/> Rt. F. <input type="checkbox"/> Lt. F. <input type="checkbox"/> Other CUSTOMER TO CLEAR FENCE LINE <input type="checkbox"/> Y <input type="checkbox"/> N	
W. Gate Post	D. Gate Post	# CORE DRILLS WATER: <input type="checkbox"/> Y <input type="checkbox"/> N HOSE REQ. ELECTRIC <input type="checkbox"/> Y <input type="checkbox"/> N CORD REQ. ASPHALT <input type="checkbox"/> Y <input type="checkbox"/> N	
# Shoot Ons	Fenials	TAKE DOWN EXIST. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Part TYPE/FOOTAGE: <i>CLC</i> HAUL AWAY: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Drive Gate	Walk Gate	CONCRETE FOOTING <input checked="" type="checkbox"/> X HOMEOWNER'S ASSOC. LETTER REQ. <input type="checkbox"/> PRIOR TO PERMIT <input type="checkbox"/> PRIOR TO INSTALLATION	
<b>SPECIAL INSTRUCTIONS</b>			
<p><i>1" mesh</i> <span style="float: right;"><i>2" Mesh</i></span></p>			
<b>ORNAMENTAL</b>			
Manufacturer	Style	Steel	Aluminum
Overall Length	Overall Height	Picket Size	Picket Spacing
Line/Term Post	Post Spacing	Walk Gate	W. Gate Post
Fence Color	Options	Drive Gate	D. Gate Post

<b>OPTION "B"</b>	<b>PROPOSAL/CONTRACT SALE PRICE</b>	<b>OPTION "A"</b>
<i>14950.00</i>	<b>CONTRACT PRICE</b>	<i>\$ 11130.00</i>
	<b>PERMIT CITY FEE + \$100</b>	
	<b>TOTAL</b>	
	<b>LESS DEPOSIT</b>	
	<b>BALANCE DUE UPON COMPLETION</b>	

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing; any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. SEE REVERSE SIDE FOR INFORMATION.

CUSTOMER'S SIGNATURE

Upon signing by purchaser, this becomes a binding contract

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# ALL PRO FENCE BUILDERS

One Call Does It All!  
Tel: 561-323-8970  
www.AllProFenceBuilders.com

## ESTIMATE & CONTRACT

DATE \_\_\_\_\_

EMAIL Mauretano@SouthwestRanches.com

CUSTOMER Southwest Ranches PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_

Description of job and type of fence/ material/ height/ length/ # of rails both price include install and trash haul curv

Post Size	Line	End	Corner	Rail Size	Top	Bottom	Color

Estimator \_\_\_\_\_

Area below for additional description and/or drawings.

NO climb 5ft high

- New post black
- black chain link

price  
15,500

640 FT

reg Chainlink 5ft high

- New post
- black chainlink

price  
~~14,250~~  
13,700

640

The above work will be performed in accordance with the drawings and specifications submitted above and completed in a substantial workmanlike manner for the sum of \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

The balance is due upon completion of work and not upon final inspection. Please attach boundary survey to contract.

**ESTIMATE** Please review our contract on the back side of this Estimate for the terms. By signing this form you are entering into a contract and authorizing us to do the work as specified. Payments to be made as outlined above

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE June 27, 2019 Regular Meeting DATE \_\_\_\_\_

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# Proposal - Contract

23715

2773 N.W. 26th Street  
 Fort Lauderdale, Florida 33311  
 (954) 733-0030 • (561) 790-1940  
 FAX (954) 731-8859  
 acefence1961.com



LICENSES: Broward: 06-F-13256-X / Palm Beach: U-21216

<input type="checkbox"/> WOOD	<input type="checkbox"/> ALUMINUM
<input checked="" type="checkbox"/> CHAIN LINK	<input type="checkbox"/> VINYL
<input type="checkbox"/> REPAIR	<input type="checkbox"/> OTHER
POSTS	
<input checked="" type="checkbox"/> IN / <input type="checkbox"/> OUT / <input type="checkbox"/> IN-LINE	
WALK GATES	DRIVE GATES
SELF CLOSE	POST SPACING
	10' MAX
WOOD	
LENGTH	HEIGHT
TYPE	STYLE
DOG EAR	FLAT TOP
BOARD WIDTH	LATCH TYPE
CHAIN LINK	
LENGTH	FABRIC HEIGHT
640	5
GAUGE	
11 1/2	9
GALVANIZED SPEC.	BARB KNUCKLE TOP
VINYL COATED	VINYL COLOR
WIRE ONLY SYSTEM	BLACK
DIAM. TERM POST	DIAM. LINE POST
2 1/2	2
DIAM TOP RAIL	DIAM. GATE FRAME
1 5/8	
BARBED WIRE	
# STRANDS	BARB ARMS
0 3 6	IN OUT VERT.
ALUMINUM/PVC	
LENGTH	HEIGHT
STYLE	COLOR
SCREWS	RESIDENTIAL
IN OUT	COMMERCIAL
TAKE DOWN	
LENGTH	HEIGHT
640	6+1
<input type="checkbox"/> LEAVE ON JOB <input checked="" type="checkbox"/> GOES TO AFC <input type="checkbox"/> GOES TO DUMP <input checked="" type="checkbox"/> TO BE SET TOP STRAIGHT (NOT LEVEL) <input type="checkbox"/> TOP OF FENCE TO FOLLOW GROUND	

CUSTOMER		
SOUTHWEST RANCHES		
ADDRESS	CITY	ZIP
13400 GRIFFIN RD	SW TR	33330
CELL	HOME	WORK
343-7452		
EMAIL	FAX	
DLAURETANO@SOUTHWESTRANCHES.ORG		
CONTACT	PHONE	EMAIL
DECEMBER		
JOB SITE LOCATION		
COUNTRY ESTATES FISHING HOLE PARK 13400 GRIFFIN RD		

## REAR

⊖ TAKE DOWN & HAUL AWAY 640' OF 6' + RAILWIRE CHAIN LINK FENCE. (POSTS ARE CUT OFF AT GROUND LEVEL)

⊕ INSTALL 640' OF 5' HIGH & GAUGE BLACK VINYL COATED CHAIN LINK SYSTEM WITH BOTTOM TENSION WIRE AND ASTM TURNBuckle FRAME WORK \$14,272.00

OPTION) 6 GAUGE WITH APE POSTS & TOP RAIL \$17,920.00

- Subdivision \_\_\_\_\_
  - Gate or guardhouse at entrance; code \_\_\_\_\_
  - Order materials & schedule job immediately.
  - Wait until permit is issued before ordering special materials.
  - Customer requests AFC to remove dirt/debris excavated from holes at additional cost per paragraph 8 on back of contract.
  - Open Pool  No Water  No Electric Near Work Site
- S.F.C.: CUSTOMER TO CUT AWAY POSTS IN WAY

CHECK HERE IF CUSTOMER IS ACCEPTING RESPONSIBILITY FOR GETTING PERMITS AND ANY STYLE, COLOR, HEIGHT, LOCATION OR REMOVAL ISSUES AND ANY RELATED FEES, FINES OR COSTS.

TOTAL	_____
Permit Costs Extra	_____
50% Deposit	_____
Balance	_____
+ Permit Costs	_____

### BALANCE MUST BE PAID TO CREW WHEN CONSTRUCTION OF FENCE IS COMPLETE

PLEASE READ AND BE SURE YOU UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE BEFORE SIGNING THIS CONTRACT. MANY OF THEM WILL BE IMPORTANT TO YOU.

By signing this proposal, Customer is authorizing Ace Fence Company to do the proposed work, and is accepting the prices and specifications shown above, the Ace Fence Company's standard terms 1-21 which may be on the reverse side, attached or not attached. Customer may request a copy of terms 1-21 by calling Ace Fence Company. Upon acceptance and signing by customer, this becomes a binding contract.

NOTE: This proposal is valid for 15 days.

Authorized Signature BRAD KUHLE Date 4-8-19

Customer Signature X \_\_\_\_\_ Date \_\_\_\_\_

Print Name Clearly \_\_\_\_\_

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 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 Sherwood, Town Financial Administrator  
**DATE:** 6/27/2019  
**SUBJECT:** RFP 19-003 - Independent External Audit Services contract

**Recommendation**

Council consideration for contract ratification and approval of the Selection/Negotiation Committee ranking of RFP 19-003 – Independent External Audit Services.

**Strategic Priorities**

A. Sound Governance

**Background**

Section 4.09 of the Town Charter dictates that Council “shall provide for an independent annual audit of all Town accounts” Additionally, “such audits shall be performed by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the Town government or any of its officers”. Accordingly, Town Council appointed a Selection/Negotiation Committee (SNC) of professionals and staff including certified public accountants to rank the vendors as well as enacted a Cone of Silence during the February 13, 2019 council meeting to ensure integrity of the process. On March 21, 2019 in accordance with the Town’s Procurement Code, the Town advertised Request for Proposal (RFP) 19-003 for External Audit Services. Ten (10) sealed proposals were opened at the Proposal Opening, which was held on April 30, 2019. The Proposals were reviewed by Staff and nine (9) out of the ten (10) firms met the mandatory minimum requirements of the RFP.

The Selection/Negotiation Committee met on May 13 and 14, 2019 at a publicly advertised meeting to listen to presentations and rank the vendors in accordance with the RFP’s evaluation criteria. On May 14, 2019, after the presentations, each voting member submitted their individual scoring sheets indicating their choice of firms in order of preference in accordance with a majority of professional and experience criteria established by the RFP. It shall be noted that, in accordance with Florida Auditor General guidelines, pricing must not be a sole nor predominant criterion. As a result, the SNC deemed Keefe McCullough & Co. LLP as the top ranked firm. A summary of the rankings was as follows:

Rank	Company Name	Points	Part 1 (5-year Financial Audit) Revised Pricing	Part 2 (5-year Special Services Audit) Pricing
1	Keefe McCullough & Co. LLP	465	\$182,650	\$35,000
2	Caballero Fierman Llerena & Garcia, LLP	436	\$182,650	\$45,000
3	Moore Stephens Lovelace, P.A.	408	\$235,000	\$52,500
4	Marcum LLP (current Town Auditor)	405	\$243,089	\$67,050

5	GLSC & Company, PLLC	400	\$190,000	\$52,500
6	CLIFTONLARSONALLEN LLP	388	\$236,400	\$60,000
7	Mauldin & Jenkins, LLC	375	\$189,600	\$45,350
8	Antonio J. Grau CPA, PA	368	\$210,000	\$52,500
9	S. Davis & Associates, P.A.	363	\$238,000	\$58,000

Alternatively, if rankings of all the above firms were established utilizing an “equal rating” methodology (vs. point assignment) the above ranking would have remained identical.

Given the fact that the highest ranked firm was not the lowest priced proposal, members of the SNC expressed the desire for negotiations to attempt to reduce pricing, as an act of due diligence and sound governance. Therefore, negotiations by Town Attorney Keith Poliakoff, Esq. with Bill Benson, CPA and Partner-in-charge of Keefe McCullough & Co., LLP successfully resulted in reducing the original proposed Part 1, 5-year financial audit cost from \$192,000 to coincidentally the second ranked and second lowest proposed priced firm of \$182,650. This resulted in an additional savings of \$9,350 (\$192,000-\$182,650) over 5-years. Accordingly, Keefe McCullough & Co., LLP annual audit fees were revised as follows:

	2019 Proposed:		2019 Revised Rates	2020 Proposed:		2020 Revised Rates	2021 Proposed:		2021 Revised Rates	2022 Proposed:		2022 Revised Rates	2023 Proposed:		2023 Revised Rates
	Hrs	Rates		Hrs	Rates		Hrs	Rates		Hrs	Rates		Hrs	Rates	
Managers	20	\$200	\$165	20	\$200		20	\$200	\$195	20	\$200	\$200	20	\$200	\$200
Supervisors	80	\$140	\$149	80	\$140	\$149	80	\$140	\$154	80	\$140	\$153	80	\$140	\$149
Supervisory Staff	120	\$100	\$100	120	\$100	\$100	120	\$100	\$100	120	\$100	\$104	128	\$100	\$120
Staff	138	\$80	\$60	138	\$80	\$60	138	\$80	\$60	138	\$80	\$60	130	\$80	\$49
	<b>Proposed Totals</b>					<b>Revised Totals</b>									
	Total Year 1 - 2019					\$37,600					\$35,500				
	Total Year 2 - 2020					\$37,600					\$36,000				
	Total Year 3 - 2021					\$38,600					\$36,500				
	Total Year 4 - 2022					\$38,600					\$37,000				
	Total Year 5 - 2023					\$39,600					\$37,650				
	Grand Total Price for Audit Services (5 Years)					\$192,000					<b>\$182,650</b>				

**Fiscal Impact/Analysis**

Pursuant to the above negotiated and revised pricing of \$182,650, as compared to our current FY 2018-2019 budget, a savings of approximately \$14,000 within the General Fund is anticipated for the initial audit contract period of FY 2019 (year 1).

**Staff Contact:**

Martin Sherwood, Town Financial Administrator  
 Keith Poliakoff, Town Attorney  
 Mara Semper, Procurement and Budget Officer

**ATTACHMENTS:**

Description	Upload Date	Type
RFP 19-003 - Resolution - TA Approved	6/19/2019	Resolution
Exhibit A RFP 19-003 - Agreement	6/21/2019	Exhibit
Exhibit D - Part 1	6/12/2019	Exhibit
Exhibit D - Part 2	6/12/2019	Exhibit

**RESOLUTION NO. 2019 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION NEGOTIATION COMMITTEE'S RECOMMENDATIONS AND RANKING FOR EXTERNAL AUDIT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, WITH KEEFE McCULLOUGH & CO. LLP, THE TOP RANKED VENDOR, IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 13, 2019 a Selection/Negotiation Committee (SNC) of professionals, including staff and certified public accountants, was formed and a Cone of Silence was enacted for the selection of an external auditor; and

**WHEREAS**, on May 13 and 14, 2019, the Town's Selection/Negotiation Committee ("SNC") at a publicly advertised meeting, listened to the presentations of the nine (9) qualified firms that met the RFP's minimum mandatory requirements; and

**WHEREAS**, in accordance with Florida Statute Section 218.391, price was not a sole or predominant criterion for the selection; and

**WHEREAS**, on March 21, 2019, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified consultants for External Audit Services; and

**WHEREAS**, on April 30, 2019, the Town received ten (10) sealed responses to its request; and

**WHEREAS**, after the presentations on May 14, 2019, the SNC met and ranked Keefe McCullough & Co., LLP as the highest ranked proposal on a point basis in accordance with the professional and experience criteria established by the RFP; and

**WHEREAS**, the only limiting factor to the selection of Keefe McCullough's proposal was its price; and a

**WHEREAS**, following its selection, the Town Attorney reached out to Keefe McCullough & Co., LLP to negotiate a final Agreement; and

**WHEREAS**, as part of this discussion, Keefe McCullough agreed to reduce its pricing; and

**WHEREAS**, Keefe McCullough & Co., LLP represents that it is willing and able to provide the required services to assist the Town in providing External Audit Services thoroughly in accordance with RFP 19-003; and

**WHEREAS**, the Town Council has determined that the recommendation and ranking of the SNC is in the best interests of the Town; and

**WHEREAS**, the Town Council desires to enter into an Agreement with the top ranked vendor to perform the required external audit services in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

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

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

**SECTION 2.** The Town Council hereby approves the SNC's ranking of the respondents to the Town's procurement relating to the External Audit Services as follows:

<b>Rank</b>	<b>Company Name</b>	<b>Points</b>	<b>Part 1 5-year Financial Audit Revised Pricing</b>	<b>Part 2 5-year Special Services Audit Pricing</b>
1	Keefe McCullough & Co, LLP	465	\$182,650	\$35,000
2	Caballero Fierman Llerena & Garcia, LLP	436	\$182,650	\$45,000
3	Moore Stephens Lovelace, P.A.	408	\$235,000	\$52,500
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6	CLIFTONLARSONALLEN LLP	388	\$236,400	\$60,000
7	Mauldin & Jenkins, LLC	375	\$189,600	\$45,350

8	Antonio J. Grau CPA, PA	368	\$210,000	\$52,500
9	S. Davis & Associates, P.A.	363	\$238,000	\$58,000

**SECTION 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with the top ranked firm, Keefe McCullough & Co., LLP, in the amount specified in the Agreement, attached hereto as Exhibit "A", for an initial five (5) year period beginning with the fiscal year ending September 30, 2019, which may be renewed annually thereafter or five (5) additional years upon mutual agreement of both parties, to perform the required External Audit Services.

**SECTION 4.** The Town Council authorizes the Mayor, Town Administrator, Town Attorney to enter into an Agreement in substantially the same form as the attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of the Resolution.

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

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

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

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

Florida, this 27<sup>th</sup> day of June, 2019, on a motion by

\_\_\_\_\_, seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

ATTEST:

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

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

Approved as to legal Form and Correctness

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

## Exhibit A

AGREEMENT BETWEEN  
KEEFE MCCULLOUGH & CO., LLP  
AND  
TOWN OF SOUTHWEST RANCHES PROVIDING FOR  
EXTERNAL AUDIT SERVICES

This Agreement is made by and between Keefe McCullough & Co., LLP, a Florida corporation (hereinafter referred to as "Keefe McCullough"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on February 13, 2019 a Selection/Negotiation Committee (SNC) of professionals, including staff and certified public accountants, was formed and a Cone of Silence was enacted for the selection of an external auditor; and

WHEREAS, on May 13 and 14, 2019, the Town's Selection/Negotiation Committee ("SNC") at a publicly advertised meeting, listened to the presentations of the nine (9) qualified firms that met the RFP's minimum mandatory requirements; and

WHEREAS, in accordance with Florida Statute Section 218.391, price was not a sole or predominant criterion for the selection; and

WHEREAS, on March 21, 2019, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified consultants for External Audit Services; and

WHEREAS, on April 30, 2019, the Town received ten (10) sealed responses to its request; and

WHEREAS, after the presentations on May 14, 2019, the SNC met and ranked Keefe McCullough & Co., LLP as the highest ranked proposal on a point basis in accordance with the professional and experience criteria established by the RFP; and

WHEREAS, the only limiting factor to the selection of Keefe McCullough's proposal was its price; and a

WHEREAS, following its selection, the Town Attorney reached out to Keefe McCullough & Co., LLP to negotiate a final Agreement; and

WHEREAS, as part of this discussion, Keefe McCullough agreed to reduce its pricing; and

WHEREAS, Keefe McCullough & Co., LLP represents that it is willing and able to provide

the required services to assist the Town in providing External Audit Services thoroughly in accordance with RFP 19-003; and

WHEREAS, the Town Council has determined that the recommendation and ranking of the SNC is in the best interests of the Town; and

WHEREAS, the Town Council desires to enter into an Agreement with the top ranked vendor to perform the required external audit services in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, Keefe McCullough and TOWN do hereby agree as follows:

**ARTICLE 1  
BACKGROUND, PURPOSE AND INTENT**

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 The TOWN and Keefe McCullough find that the method of delivery of Annual Audit Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

**ARTICLE 2  
SCOPE OF SERVICES**

- 21 Keefe McCullough agrees to provide Annual Audit Services in accordance with its response to the Town's Request for Proposals, attached hereto and incorporated herein by reference as Exhibit "D", and in accordance with the requirements identified in RFP 19-003, Request for Proposals for External Audit Services, which this agreement is Exhibit "A" and which is made a part hereof by this reference (hereinafter collectively RFP 19-003, Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" combined shall be referred to as "Scope of Services or "Work". In the event of any inconsistency between the terms of the RFP and applicable law, the more stringent requirement for the services to be performed shall apply.
- 22 Keefe McCullough shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of directly to the Town Council.

23 Keefe McCullough agrees that certain books and records may be made available prior to the time when others may be made available, and certain funds may be audited and such audit for those funds completed prior to the time that other funds are so audited and completed. It is contemplated that those funds audited separately and reported separately will be completed and the audit report furnished as soon as possible. Provided no delays are caused by the Town, the financial audit report shall be furnished to the TOWN no later than March 10, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

The TOWN agrees that all records, documentation, and information requested in connection with the audit will be made available subject to Florida Statutes, that all material information will be disclosed, and that Keefe McCullough will have the full cooperation of the TOWN and the Town's agents. As required by generally accepted auditing standards, Keefe McCullough will make specific inquiries of the TOWN about the representations embodied in the financial statements, the effectiveness of the internal control structure, the TOWN'S compliance with certain laws and regulations, and obtain a representation letter from the TOWN about these matters. The responses to Keefe McCullough inquiries, the written representations and the results of audit tests comprise the evidential matter that will be relied upon in forming an opinion on the financial statements.

24 Keefe McCullough agrees and acknowledges that Keefe McCullough is prohibited from exempting provisions in the RFP or in this Agreement in any of AUDITOR'S reports prepared pursuant to this Agreement.

25 Keefe McCullough agrees and acknowledges that the Town Attorney shall review and approve the litigation disclosures, if any, of the Comprehensive Annual Financial Report (CAFR) prior to its publication.

26 Keefe McCullough agrees and acknowledges that upon execution of this Agreement, Keefe McCullough shall provide in writing, to the Town Financial Administrator, Keefe McCullough contact person, who shall be responsible for the TOWN'S audit. In no event shall Keefe McCullough be permitted to subcontract its work to a third party.

27 Following the completion of the audit of the fiscal year's financial statements, Keefe McCullough shall issue the following to the TOWN: a report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.; a report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk; a report on compliance with laws and regulations; a "Management Letter" as referenced at Florida Statutes, Section 11.45(1)(f), and as may be required by Sections 215.97 and 218.39, Florida Statutes; and any reports required by the Single Audit Act of 1996 and OMB Circular A-133.

28 Keefe McCullough will use good faith effort to have continuity for any Keefe McCullough employee that works on TOWN's audit will be returned each year to the TOWN audit if

they are still employed by Keefe McCullough in their Assurance Services Department.

- 29 Keefe McCullough may be requested to perform other auditing services at the discretion of the TOWN. Any such additional work agreed to between TOWN and Keefe McCullough shall be performed only upon a written agreement, which shall state the specific cost including hours and personnel for such services, prior to the initiation of such services. The Town shall not be liable for any costs or expenses incurred for any work performed without a valid work authorization.

### **ARTICLE 3 TERM OF AGREEMENT**

- 3.1 This Agreement is for an initial five (5) year period beginning with the fiscal year ending September 30, 2019 and may be renewed annually thereafter upon mutual agreement of both parties; and pursuant to the terms set forth in Section 4.1 below, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by the TOWN, with or without cause. Keefe McCullough may terminate this Agreement if Keefe McCullough determines, within thirty (30) days of the TOWN'S receipt of written notice, that Keefe McCullough is unable to obtain necessary information from the TOWN to complete the Work. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. The terminating party must provide thirty (30) days written notice. In the event that Keefe McCullough is terminating for cause, the TOWN shall be given thirty (30) days to cure the alleged default. In the event that this Agreement is terminated, Keefe McCullough shall solely be paid for any Work performed up to the date this Agreement is terminated and Keefe McCullough shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. Keefe McCullough specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than Keefe McCullough sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, Keefe McCullough shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, Keefe McCullough and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Keefe McCullough to such other person or entity designated by the TOWN, who will assume Annual Audit Services, including the transfers to the TOWN of all files and records in possession of Keefe McCullough which relate to the TOWN'S Annual Audit Services, which are not deemed to be proprietary in nature.
- 3.4 The TOWN'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than February 10th of each fiscal year and the

financial statements and the final signed report delivered to the TOWN by March 10th of each fiscal year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement; however, these dates may be changed each year by the TOWN and Keefe McCullough.

#### **ARTICLE 4 COMPENSATION**

- 4.1 Keefe McCullough shall provide Annual Audit Services, as described in the Scope of Work, to the TOWN for a maximum Annual Fee, which shall be paid in accordance with Keefe McCullough flat rate for services, as delineated in its response to the Town's Request for Proposals and as specifically attached hereto as (Exhibit "D"). The Town, in its sole discretion may add the services specified for Federal Single Audit and Florida Single Audit at the rate contained therein. After the initial Five Year Term of this Agreement, the maximum Annual Fee may be increased in the sole discretion of the Town on an annual basis and not to exceed the Miami/Fort Lauderdale APRIL CPI utilizing 2023 as the base year in accordance with the RFP section III (evaluation process and criteria) with a not-to-exceed of 5% annually. Keefe McCullough acknowledges and agrees that the Annual Fee is the maximum payable to Keefe McCullough and constitutes a limitation upon the TOWN'S obligation to compensate Keefe McCullough for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Keefe McCullough obligation to perform all of the work required by or which can be reasonably inferred by from the Scope of Services.
- 4.2 Reimbursable Expenses: The parties acknowledge and agree that the Annual Fee includes all miscellaneous costs, and that no further fees, except the flat rate shall be billed to the Town.
- 4.3 By the fifteenth (15th) day of each month, Keefe McCullough shall submit an invoice for its prior month's services. TOWN shall pay Keefe McCullough within thirty (30) calendar days of receipt of Keefe McCullough proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town Administrator or Town Financial Administrator. Keefe McCullough shall provide a complete copy of the working papers to TOWN upon request, unless subject to the Public Records Laws of the State of Florida. TOWN may withhold ten percent (10%) from each billing pending delivery of Keefe McCullough final reports. Additionally, payment may be withheld by the Town Administrator, for failure of AUDITOR to comply with a term, condition or requirement of this Agreement.
- 4.4 The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty,

or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

- 4.5 Notwithstanding any provision of the Agreement to the contrary, the Town Administrator or Town Financial Administrator may withhold, in whole or in part, payment (in addition to the ten percent (10%) described above) to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Town Administrator or Town Financial Administrator. The amount withheld shall not be subject to payment of interest by TOWN.
- 4.6 Payment shall be made to AUDITOR at:  
Keefe McCullough & Co., LLP  
6550 N Federal Hwy 4<sup>th</sup> Floor  
Fort Lauderdale, FL 33308
- 4.7 Keefe McCullough agrees to keep such records and accounts as may be necessary for a period of at least three years after completion of the Work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.
- 4.8 If it should become necessary for TOWN to request Keefe McCullough to render any additional services to either supplement the services described in the RFP or to perform additional work as a result of the specific recommendations included in any report issued pursuant to this Agreement, such additional work shall be performed only if set forth in an addendum to this Agreement, Work Authorization or written Agreement, which shall be executed in the same formality of the instant Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees and expenses included in the sealed dollar cost bid, or if in subsequent fiscal years, at the agreed upon schedule. The Town shall not be liable for any costs or expenses incurred for any work performed that fails to comply with the requirements of this Paragraph.

**ARTICLE 5  
INDEMNIFICATION, LIABILITY & INSURANCE**

- 5.1 To the fullest extent permitted by laws and regulations of the State of Florida, Keefe McCullough shall indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by Keefe McCullough or its subcontractors, agents, officers, employees or independent contractors pursuant to the Contract.
- 5.2 Patent and Copyright Indemnification: Keefe McCullough agrees to indemnify, defend,

save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of this Agreement.

5.3 Work pursuant to this Agreement. TOWN and Keefe McCullough agree that 1% of the compensation due to Keefe McCullough from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for Keefe McCullough agreement to indemnify TOWN and TOWN'S officers, contractors, agents, and employees as provided for in this paragraph. This specific consideration for Keefe McCullough agreement to indemnify is already incorporated in the rate agreed to between TOWN and Keefe McCullough. Keefe McCullough agrees to be fully responsible for acts and omissions of its respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. To the extent considered necessary by the Town Administrator and the Town Attorney, any sums due to Keefe McCullough under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

5.4 Without limiting any of the other obligations or liabilities of Keefe McCullough, Keefe McCullough shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by Keefe McCullough for the Work provided by Keefe McCullough pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance coverage to be acquired and maintained by the Keefe McCullough is as follows:

A. **WORKER'S COMPENSATION**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**:

Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest

edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

**C. COMMERCIAL GENERAL LIABILITY:**

Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

**D. PROFESSIONAL LIABILITY**

If the Bidder is to provide professional services under this agreement, the Bidder must provide the City with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

**\*All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES  
Attn: Andrew D. Berns, Town Administrator.  
13400 Griffin Road.  
Southwest Ranches, FL 33330

**\*The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

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 the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

**Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.**

**ARTICLE 6**  
**RELATIONSHIP**

- 6.1 Keefe McCullough shall perform all of the work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. Services provided by Keefe McCullough shall be subject to the supervision of Keefe McCullough. In providing the services, Keefe McCullough or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Keefe McCullough. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 6.2 Neither Keefe McCullough nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

**ARTICLE 7**  
**AUDIT RIGHT AND RETENTION OF RECORDS**

- 7.1 TOWN shall have the right to audit the nonproprietary books, records, computer records, electronic stored data, and accounts that are related to this Agreement. Keefe McCullough shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Keefe McCullough shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes). If copies of all records are not turned over to the TOWN upon termination, then Keefe McCullough shall retain such records for the required retention period of the Florida Public Records Act. If the Florida Public Records Act is applicable to TOWN's and/or to Keefe McCullough records, parties shall comply with all requirements thereof. In order to protect the confidentiality or non-disclosure requirements of either federal or state law, all requests for public records shall be made to the TOWN. Keefe McCullough will provide the requested information to the TOWN. In addition, Keefe McCullough shall respond to, the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. In addition, Keefe McCullough shall provide a complete copy of all working papers to the TOWN upon request, unless subject to the Public Records Laws of the State of Florida.
- 7.2 All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as

promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the auditor's expense, unless the firm is notified in writing by the Town of Southwest Ranches of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees: TOWN, U.S. General Accounting Office (GAO), auditors of entities of which the TOWN is a sub-recipient of grant funds, parties designated by the federal or state governments or by the TOWN as part of an audit quarterly review process.

## **ARTICLE 8 REPORTS**

- 8.1 Keefe McCullough and TOWN shall develop an annual work plan that will specify the Work activities and establish estimated time frame for the delivery of reports during the year.
- 8.2 Keefe McCullough agrees to furnish TOWN with one unbound original and thirty-five (35) bound printed copies of the annual audit report.

## **ARTICLE 9 SUBCONTRACTING**

- 9.1 No work shall be subcontracted to other parties, firms, or individuals by Keefe McCullough without the prior written consent of the Town Council, which consent may be unreasonably withheld. Keefe McCullough shall ensure that all subcontractors or sub-consultants performing any Work under this Agreement are bound in writing to all applicable terms and conditions of this Agreement.
- 9.2 Keefe McCullough shall include the foregoing provision in all agreements between itself and its sub-consultants.

## **ARTICLE 10 OWNERSHIP RIGHTS**

- 10.1 With the exception of working papers, all work performed, and materials created under this Agreement shall be considered work product and shall be the exclusive intellectual property of the TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by Keefe McCullough, including but not limited to working papers, unless subject to the Public Records Laws of the State of Florida, whether finished or unfinished, shall be delivered by Keefe McCullough to the Town Administrator within seven (7) days of termination of this

Agreement. Any compensation due to Keefe McCullough shall be withheld without interest until all documents are received as provided herein.

**ARTICLE 11  
COOPERATION**

- 11.1 Keefe McCullough agrees to timely provide the Work specified in this Agreement and further agrees to conduct their work in a cooperative and professional manner. TOWN agrees to timely provide any and all information requested in connection with projects contained in the approved work plan.

**ARTICLE 12  
NONDISCRIMINATION & PUBLIC ENTITY CRIME ACT**

- 12.1 Keefe McCullough shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Keefe McCullough shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Keefe McCullough shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 12.2 Keefe McCullough decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.
- 12.3 Public Entity Crime Act. Keefe McCullough represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, Keefe McCullough further represents that there has been no determination, based on an audit,

that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Keefe McCullough has been placed on the convicted vendor list.

**ARTICLE 13  
ENTIRE AGREEMENT**

- 13.1 This Agreement and its attachments constitute the entire Agreement between Keefe McCullough and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**ARTICLE 14  
CONSTRUCTION**

- 14.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

**ARTICLE 15  
FURTHER ASSURANCES**

- 15.1 TOWN and Keefe McCullough agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

**ARTICLE 16  
COUNTERPARTS**

- 16.1 This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 17  
NO AMENDMENT OR WAIVER**

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

**ARTICLE 18  
SEVERABILITY**

- 18.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect unless the TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**ARTICLE 19  
PROFESSIONAL ASSURANCES**

- 19.1 Keefe McCullough shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional auditors in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession. Keefe McCullough represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations and services set forth in the RFP and to provide and perform such services to TOWN'S satisfaction for the agreed compensation, subject to the TOWN providing adequate and accurate books and records. Keefe McCullough shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of Keefe McCullough performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local and national standards.

**ARTICLE 20  
NOTICE**

- 20.1 Whenever either party desires to give notice unto the other, such notice must be provided thirty (30) days in advance in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties

designate the following as the respective places for giving of notice:

For TOWN:

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

And

with a copy to the Town Attorney

Keith M. Poliakoff  
Saul Ewing Arnstein & Lehr, LLP  
1500 Market Street  
Philadelphia, PA 19102

Keefe McCullough & Co., LLP  
6550 N Federal Hwy, 4<sup>th</sup> Floor  
Fort Lauderdale, FL 33308

## **ARTICLE 21 RESOLUTION OF DISPUTES**

- 21.1 To prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

## **ARTICLE 22 APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL**

- 22.1 This Agreement shall be interpreted and construed in accordance with and governed by

the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

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

### **ARTICLE 23 ENFORCEMENT; ATTORNEY'S FEES**

- 23.1 The TOWN and Keefe McCullough are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and Keefe McCullough resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party at all tribunal levels, to the extent caused by the malfeasance, negligence, recklessness, or intentional wrongful misconduct of Keefe McCullough and persons employed or utilized by Keefe McCullough in the performance of this Agreement.

### **ARTICLE 24 REPRESENTATION OF AUTHORITY**

- 24.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

### **ARTICLE 25 SURVIVABILITY**

- 25.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 15 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 21 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 22 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 23 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this

Agreement for any reason whatsoever.

## **ARTICLE 26 COMPLIANCE WITH LAWS**

- 26.1 Keefe McCullough shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

## **ARTICLE 27 MISCELLANEOUS**

- 27.1 **Materiality and Waiver of Breach:** Keefe McCullough and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 27.2 **Conflicts:** Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement. The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement. In the event Keefe McCullough is permitted to utilize subcontractors to perform any services required by this Agreement, Keefe McCullough agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.
- 27.3 Keefe McCullough warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Keefe McCullough, 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 Keefe McCullough, any fee, commission, percentage, gift, or other consideration contingent

upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 27.4 Drug-Free Workplace. Keefe McCullough shall maintain a drug-free workplace.
- 27.5 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 27.6 Truth-in-Negotiation Certificate. Signature of this Agreement by Keefe McCullough 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.
- 27.7 If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.
- 27.8 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 27.9 Keefe McCullough warrants and represents that it has not employed or retained any company or person, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 28  
THIRD PARTY COSTS**

- 28.1 In the event, Keefe McCullough is required to create information or documentation for a third party, which is not currently a public record, but would require the creation of a new record in connection with a legal or administrative proceeding in which Keefe McCullough is not a party; Keefe McCullough efforts in complying with such requests or demands will be deemed a part of this Agreement. Keefe McCullough shall be

entitled to compensation for its time for creating and completing the necessary documentation, including out of pocket expenses and legal fees, if any, associated with the creating the information requested by the third party.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Keefe McCullough, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 27<sup>th</sup> day of June 2019.

**WITNESSES:**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (title)  
\_\_\_\_ day of \_\_\_\_\_ 201\_

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor  
\_\_\_\_ day of \_\_\_\_\_ 201\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_\_ day of \_\_\_\_\_ 201\_

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**Exhibit D**

Auditor's Proposal



6550 N. Federal Highway  
4th Floor  
Fort Lauderdale, FL 33308



support@KMCcpa.com



www.KMCcpa.com



954.771.0896

# PROJECT PROPOSAL

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## for Auditing Services

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Prepared for

**Town of Southwest Ranches**

13400 Griffin Road  
Southwest Ranches, FL 33330  
P: 954-434-0008; E: msemper@southwestranches.org

Issued date  
04.30.2019



## RFP # 19-003

# REQUEST FOR PROPOSALS EXTERNAL AUDIT SERVICES

Issued on April 30, 2019

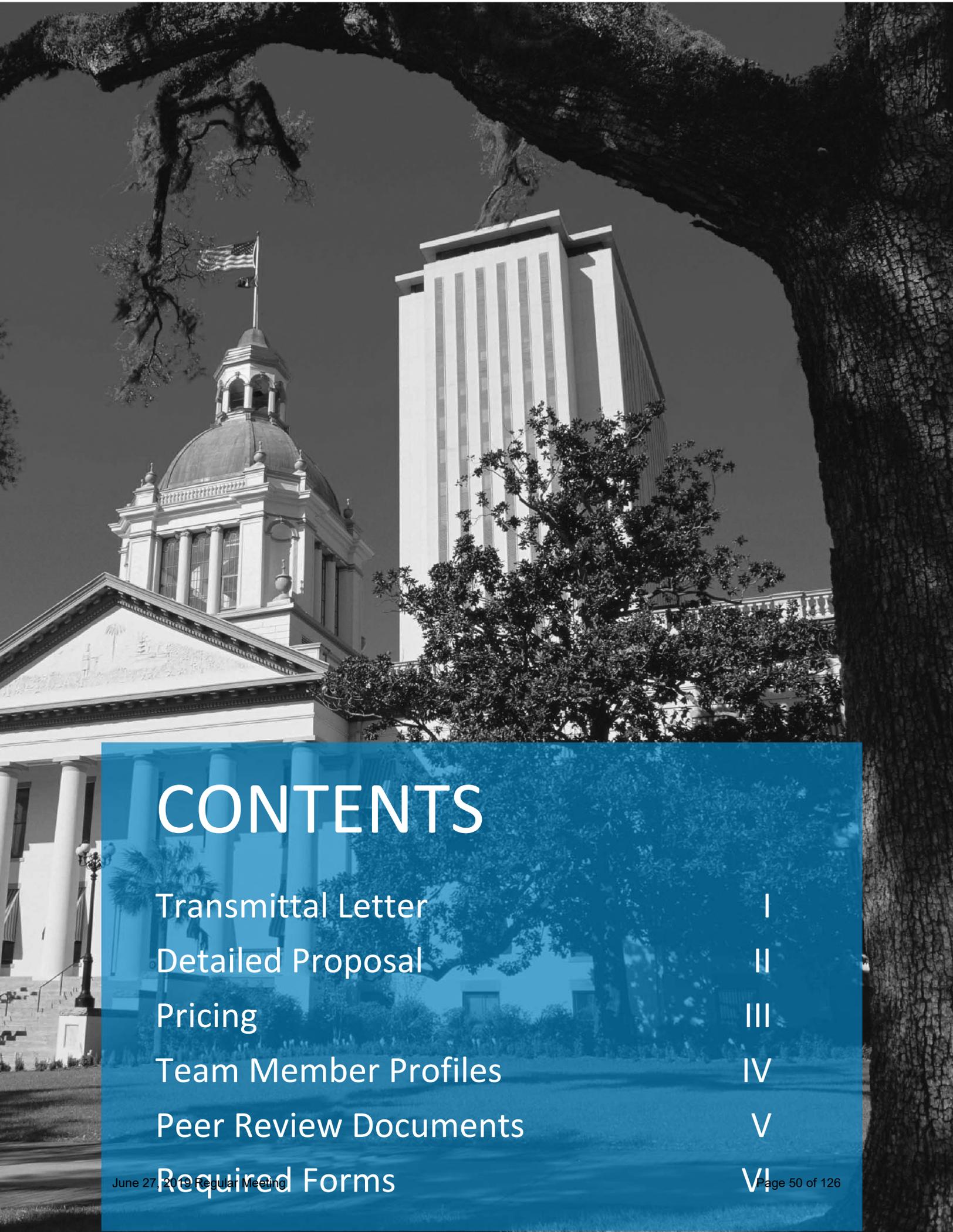
Keefe McCullough  
6550 N Federal Highway, 4<sup>th</sup> Floor  
Fort Lauderdale, FL 33308

Phone: 954-771-0896

Fax:

Contact: Bill Benson  
Email: [Bill.Benson@kmccpa.com](mailto:Bill.Benson@kmccpa.com)





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# TRANSMITTAL LETTER

## Section I





April 30, 2019

Ms. Mara Semper, Procurement and Budget Officer  
And Members of the Audit Selection Committee  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

Dear Ms. Semper and Audit Selection Committee members:

Keefe McCullough appreciates the opportunity to respond to your Request for Proposal (RFP) to provide auditing services to the Town of Southwest Ranches (the "Town") for the fiscal years ending September 30, 2019, 2020, 2021, 2022 and 2023 with the continuation option of auditing its financial statements for three additional future fiscal years.

At Keefe McCullough, our mission is to be your most highly valued advisor, by demonstrating our unique understanding of your needs, and exceeding your expectations in every interaction and solution we present. We offer deep industry experience, a full spectrum of resources, a collaborative approach, and exceptional client service. We encourage you to consider the following factors that differentiate us in the marketplace and that we believe are most relevant to you.

### Governmental Experience

Keefe McCullough has been dedicated to the public sector for over 48 years by providing professional services to municipalities, special taxing districts, charter schools and other governmental entities helping many achieve the Certificate of Achievement for Excellence in Financial Reporting. Keefe McCullough is properly licensed to practice in the State of Florida. By making the public sector a primary focus of our firm, we have the technical expertise to keep our clients informed of any upcoming technical pronouncements well in advance. We provide custom templates for our clients regarding new pronouncements including pensions and OPEB. This commitment allows us to deliver an unmatched level of service to our clients, with some municipalities being our client for over thirty years.

### Experienced Professionals

Our proposed audit team for this engagement has extensive governmental experience, including municipalities comparable to the size and scope of your Town. The professionals assigned to your engagement have exceeded the mandatory continuing professional education requirements and are dedicated to the public sector by working almost exclusively on governmental entities. Because of our time spent working with governments, we are specialists when it comes to the particulars of governmental accounting and the increasing amount of other issues facing many local governments.

### Efficient Transition

We have a great deal of experience with transitioning new clients and can guarantee a smooth process with minimal disruption to Town staff and operations. We accomplish this with our engagement team's extensive governmental experience, detailed planning and constant communication with you. We strive to bring additional value by identifying issues that you may not see and to help initiate ideas to enhance your organization. Our objective is to provide value beyond our financial and compliance audits.

## Scope of Services

In preparing our proposed audit plan, we reviewed the Town's RFP, prior financial statements and the 2019-2020 budget. The following proposal reflects our understanding of your needs and illustrates the approach we will take in providing the professional services required for your Town.

Keefe McCullough is committed to performing the auditing services within the prescribed time frame as outlined in the Town's request for proposal. We hereby attest to our authority to submit this proposal and to individually bind Keefe McCullough to perform this audit in accordance with the resulting contract agreement should the firm be selected. This proposal is a firm and irrevocable offer for ninety (90) days from the date of the proposal.

Our goal is to provide valuable services and contribute to your success by delivering solutions that are just right for you, all at a very competitive rate. We hope that our client service philosophy, expertise, and reputation for quality will be major factors you consider when evaluating our firm.

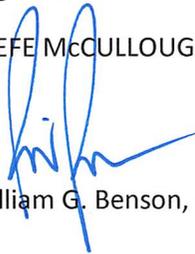
The following individual is authorized to make representations for the firm:

William G. Benson, C.P.A., Partner  
Keefe McCullough  
6550 North Federal Highway, 4<sup>th</sup> Floor  
Ft. Lauderdale, Florida 33308  
954-771-0896  
[Bill.Benson@kmccpa.com](mailto:Bill.Benson@kmccpa.com)

If you have any questions or would like to schedule an oral presentation, please do not hesitate to contact us. Simply put, we want to be your auditors and would be honored to serve your Town.

Regards,

KEEFE McCULLOUGH



William G. Benson, C.P.A.

CPA's + Trusted Advisors



Successful auditors  
share the Town's  
commitment to  
excellence

# DETAILED PROPOSAL

## Section II





**Said proposal will demonstrate the proposer's qualifications to perform the Town's audit as it relates to:**

**Organization, Size and Structure of Firm**

Keefe McCullough has grown as a firm for over forty-eight (48) years and we are located in Fort Lauderdale to serve the South Florida area. Our office consists of eight partners, approximately seventy-five professional accounting staff members and administrative support personnel.

**Qualifications/Years of Related Experience**

Keefe McCullough has been dedicated to the public sector for over 48 years by providing professional services to municipalities, special taxing districts, charter schools and other governmental entities helping many achieve the Certificate of Achievement for Excellence in Financial Reporting. Keefe McCullough is properly licensed to practice in the State of Florida. By making the public sector a primary focus of our firm, we have the technical expertise to keep our clients informed of any upcoming technical pronouncements well in advance. We provide custom templates for our clients regarding new pronouncements including pensions and OPEB. This commitment allows us to deliver an unmatched level of service to our clients, with some municipalities being our client for over thirty years.

**Technical Expertise of assigned Staff/Ability of Personnel to Furnish Required Services**

Our proposed audit team is comprised of the following principal supervisory and management staff:

Israel J. Gomez, C.P.A.	Engagement Partner
William G. Benson, C.P.A.	Technical Review Partner
Stephen P. Emery, C.P.A.	Manager

All members of the firm that are designated as Certified Public Accountants are properly licensed in the State of Florida.

A profile of each audit team member is included in Section IV, which lists specific governmental experience, qualifications, continuing professional education and memberships in professional organizations relevant to the performance of the audit.

**Number of year's assigned staff has worked together as an audit team**

Our proposed audit team has worked together for over nine (9) years on specifically municipal engagements.

**Overall supervision to be exercised over the assigned staff by Firm's senior management.**

Our firm philosophy emphasizes direct partner involvement in each engagement including various phases of the audit fieldwork and review processes. We believe this partner involvement positively impacts engagement staff continuity.





### **Firm's prior experience in performing Governmental/municipal/public entity audits**

We currently provide audit services to the following South Florida governments:

City of Atlantis  
City of Key West  
City of Lake Worth  
City of Lauderdale Lakes  
City of Lighthouse Point  
City of Marathon  
City of Margate  
City of North Bay Village  
City of Plantation  
City of South Miami  
Town of Davie  
Town of Golden Beach  
Village of Sea Ranch Lakes

Our firm also presently serves as independent auditors for over 200 other governmental entities (municipalities, community development districts, schools and other entities).

### **Firm's understanding of work to be performed**

We understand that this request for proposal is to audit the financial statements of the Town for an initial five (5) year period beginning with the fiscal year ending September 30, 2019. Our audits will be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

### **Specific Audit Approach**

Keefe McCullough has a steadfast commitment to accuracy, our audit process is based on a thorough initial planning process, open and honest lines of communication throughout the year, and a specific methodology of analysis and quality review that will ensure a successful audit, as well as a successful relationship with the Town and its professionals year after year. We have developed this successful methodology and are recognized for the quality and thoroughness of our audit process.

Our audit approach is focused on listening to and understanding you and your organization, not only the flow of transactions and internal controls, but also your strategies and risks. This enables us to identify key audit components and tailor our procedures to the unique aspects of the Town's business. We hire the most competent people and invest heavily in systems that ensure consistency, objectivity, and accountability for results in strict compliance with professional standards. We also rely on experience. Our senior people are extensively involved in the audit process and will seek active dialogue with the Town's leadership. The benefit to the Town is an effective, cost-efficient, independent audit performed within your time requirements by experienced professionals.

Our audit process is continuous, whereby we address and resolve issues, throughout the year, not just at year end. We encourage client communication throughout the year.



As part of our commitment to you, we have developed a business advisory approach to audit services, which looks beyond accounting entries to underlying transactions and business systems. We place substantial emphasis on understanding your operations and fundamental business strategies. We don't view your audit as a commodity. Instead, we see it as a tool that you can use to improve your operations and service delivery. We contribute recommendations about your internal controls, operating and accounting procedures, and other important matters.

In summary, development of the specific audit plan is accomplished through:

- Meeting with Town management to obtain an understanding of your business concerns and challenges.
- Thoroughly understanding and documenting the financial management and information systems.
- Evaluating economic and industry factors affecting operations.
- Identifying major areas of audit risk.
- Coordinating the audit process with the accounting and finance personnel.
- Performing testing on interim balances to minimize the amount of year-end testing.

**Our audit approach is conducted in three segments and involves communication throughout:**

#### **Segment 1 - Strategic Planning and Risk Assessment - Completed in August**

Planning is the most critical segment to a successful audit. This segment will commence with a joint meeting between Keefe McCullough, Town Management, and its Finance Department. This meeting is important to ensure a coordinated audit and will cover our preliminary plan for conducting the audit to meet the Town's timing requirements and reporting issues.

During this segment, we will obtain a thorough understanding of your organization and its operations. We will document your systems and perform tests of controls to evaluate their effectiveness. We will obtain certain documents for our permanent files. Confirmation requests will be selected, and we will work with the Town's personnel to determine the timing of the final audit fieldwork. We will also perform the risk assessments required to determine our audit approach and procedures. After this segment is completed, we will provide the Town and accountants with a list of items needed for the year-end work and meet with management to provide a status update.

#### **Segment 2 - Comprehensive Testing and Analysis - Completed in December**

This segment will occur when the Town's Finance Department have prepared a trial balance of its year-end general ledger accounts and completed the working papers agreed upon during planning. This phase includes substantive audit procedures that involve obtaining or examining evidence to verify the propriety of such balances. Throughout audit fieldwork, we will meet with members of the management team to discuss the results of the audit.

#### **Segment 3 - Report Delivery and Follow Up - Completed in February**

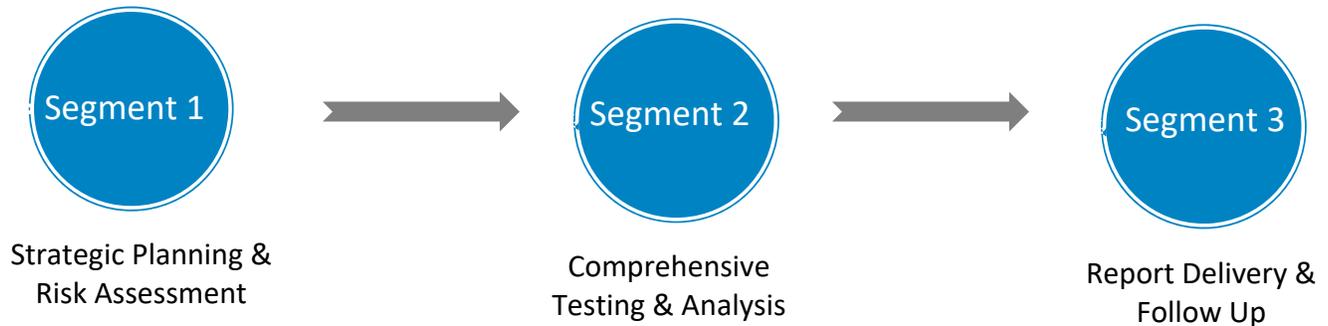
The final segment involves the independent partner quality control review of your financial statements and completion of the report on internal control and other required reports. All draft reports will be reviewed with Town Management before issuance. We will adhere to the report timelines you have outlined in your request for proposal. All partners will be available to present final audit report to Town Board.

#### **Segments of our audit approach:**

The following section gives an overview of the procedures we anticipate will be implemented during the audit. It does not include every step of the audit, but indicates our understanding of the intricacies of governmental entities. Audit procedures are continually evaluated throughout the audit process and adjustments made based on the Town's operations, internal controls, and any significant issues that are identified.



# SPECIFIC AUDIT APPROACH



## Segment 1

Strategic Planning & Risk Assessment

### Engagement Planning - August

Joint meeting with members of Town Management and Finance Department to discuss audit approach, scheduling, and any questions or concerns.

Document our understanding of all financially significant laws and regulations, and identify any new laws or regulations that require audit testing.

Make preliminary assessments of the Town and its operations by identifying significant accounts, critical audit areas, and relevant internal controls over operations.

Review and update status of the prior-year audit recommendations or findings, if any.

Obtain items for permanent file such as: debt agreements, lease agreements and other significant contract agreements.

Identify and review all state and federal financial award agreements.

### Assessment and Evaluation of Internal Controls

Perform entity-wide risk assessment by obtaining an understanding of all the Town's activities and services.

Review major sources of information such as the Town's budgets, organization charts, process and procedure manuals, and information systems.



## Segment 1

Strategic Planning &  
Risk Assessment

Review all relevant regulatory, statutory, and compliance requirements that could potentially impact the Town.

Obtain and review minutes of Town Board and other relevant committees.

Document and perform testing of controls of areas that are deemed to have financial significance. Generally, these areas would be on cash disbursements, cash receipts, payroll, utility billing, journal entries and financial closing.

Document and evaluate information technology controls, including general application controls, user controls, identify critical transaction processing systems, disaster recovery plans, and physical security environment.

Complete information technology risk assessment and communicate to management any findings or recommendations.

Perform preliminary analytical procedures to assist in planning the nature, timing and extent of auditing procedures.

Identify and resolve accounting, auditing or other reporting matters with Town personnel.

Provide Town personnel with detailed list of schedules and working papers to be prepared by Town personnel.

## Segment 2

Comprehensive Testing  
& Analysis

### Comprehensive Testing - December

#### Cash and Investments

Review ledger account entries and compare cash account balances.

Confirm year-end cash and investment balances with depositories.

Obtain bank reconciliations and substantiate reconciling items.

Substantiate cash cut-offs and interbank transfers.

Determine that investment gains, losses and interest earned are properly recorded.

Determine if investments are in accordance with Town investment policy.

Ascertain if cash and investments are in compliance with applicable laws, regulations, and restrictions.

Determine that cash and investments are properly disclosed in the financial statements.



## Segment 2

### Comprehensive Testing & Analysis

#### Revenue and Receivables

Compare revenues to prior-year actual, current budget, or other expectations deemed necessary. Analyze accounts with significant variations.

Confirm or otherwise validate revenues and accounts receivable, as well as allocations to funds.

Verify the Town has satisfied the relevant legal requirements to receive all revenues recorded.

Verify amounts billed for services rendered are valid and have been billed at the authorized rates.

Perform a search for unrecorded receivables by reviewing subsequent cash receipts.

Verify unbilled service revenues are reflected in the proper accounting period.

Review functional classifications of revenues for government-wide financial statements.

Analyze allowances for doubtful accounts for adequacy.

Determine that revenue and receivable disclosures are properly presented in the financial statements.

#### Expenses and Accounts Payable

Compare expenses to prior-year actual, current budget, or other expectations deemed necessary. Analyze accounts with significant variations.

Determine that recorded expenses and cash disbursements are for goods and services authorized and received.

Verify disbursements have been properly recorded as to account, budget category, period and amount.

Perform a search for unrecorded payables by reviewing subsequent cash disbursements.

Determine contracts and retainage payable are properly recorded.

Review other significant accruals, including any contingent liabilities and management's estimation process.

Determine that expenses and liabilities are properly presented and disclosed in the financial statements.



## Segment 2

### Comprehensive Testing & Analysis

#### **Payroll and Related Liabilities**

Compare payroll to prior-year actual, current budget, or other expectations deemed necessary. Analyze accounts with significant variations.

Perform payroll reasonableness procedures to validate account balances.

Verify that payroll disbursements are made only for authorized work performed by authorized personnel.

Verify payroll is calculated using rates in accordance with contracts, laws and regulations.

Ascertain that accrued payroll, compensated absences and other payroll liabilities are recorded in the proper period.

Determine that payroll expenses and liabilities are properly presented and disclosed in the financial statements.

#### **Property, Plant and Equipment**

Obtain schedules of property and equipment, including additions, retirements, and accumulated depreciation.

Verify that schedules represent a valid and complete listing of all assets.

Obtain capitalization policy and verify that assets are recorded in accordance with policy.

Determine that additions and deletions have been properly approved in accordance with the policies and procedures of the Town.

Recalculate depreciation and verify consistency throughout.

Determine that capitalizable costs are excluded from repairs and maintenance type accounts.

Determine that capital assets are properly secured.

Determine that capital assets and related expenditures are properly presented and disclosed in the financial statements.

#### **Inventory**

Inventory observations will be performed on September 30th for significant inventory balances.

Verify that inventory listings are valid and complete.

Determine that inventory is properly secured.



## Segment 2

### Comprehensive Testing & Analysis

Determine that inventory is properly valued and recorded.

Determine that inventories are properly presented and disclosed in the financial statements.

#### **Long Term Debt**

Confirmation of debt with financial institutions.

Review of interest expense for reasonableness.

Review of compliance with debt covenants.

Obtain and review arbitrage calculations.

Determine that long term debt is properly presented and disclosed in the financial statements.

#### **Fund Balance and Net Position**

Balances will be rolled forward from the prior year and recalculated.

Restricted balances will be agreed to external restrictions or enabling legislation.

Committed and assigned balances will be agreed to ordinances and resolutions of the Town Commission.

Determine that fund balance and net position is properly presented and disclosed in the financial statements.

#### **Grants and Single Audits**

Obtain and review all grant agreements of the Town.

Test grant revenue through confirmation with grantor agencies.

Review OMB Compliance Supplement.

Perform risk assessment of federal program or state projects based on nature of programs, external environments, internal factors, irregularities and other noncompliance matters.

Determine if the Town is a low or high risk auditee.

Identify Type A and B programs or projects.

Assess the appropriateness and completeness of the Schedule of Federal Awards or State Projects.



## Segment 2

Comprehensive Testing  
& Analysis

- Perform tests of compliance and internal controls over compliance for each major program or project.
- Determine status and resolution of prior year findings and questioned costs.
- Determine grant and single audit disclosure are presented properly.

## Segment 3

Report Delivery &  
Follow Up

### Report Delivery and Follow Up - February

- Exit conference discussing the results of the audit.
- Obtain and review MD&A, statistical section, and transmittal letter.
- Review of Basic Financial Statements.
- Preparation of auditor's reports.
- Complete financial statement disclosure checklists.
- Provide current year findings and recommendations for review by Town management.
- Review of preliminary drafts of financial statements for review by Town management before issuance.
- Issuance of final financial statements.
- Written communication to those charged with governance.
- Partner presentation of financial statements to Town Board.

### Sampling and Sample Sizes

Audit sampling will be utilized throughout each segment of the audit to ensure that the most effective and efficient procedures are performed. Sample sizes in the various phases of the engagement, including compliance testing, would be determined based on population sizes, audit objectives and nature of transaction and/or account. We have customized checklists and audit data analytic's software that assists in the selection of these samples. Additionally, we would utilize both "statistical" and "non-statistical" methods to select certain test transactions. Sample selections are reviewed and evaluated to ensure that they are representative of the population and of adequate size based on a variety of factors.



### Analytical Procedures

Analytical procedures may range from simple comparisons to complex models involving many relationships and elements of data. Generally accepted auditing standards require the use of analytical procedures in all audits of financial statements.

Our analytical procedures are conducted in each segment of the engagement. Analytical procedures are performed during our interim work to help us plan the audit and determine where we might need to focus additional attention. Preliminary procedures are performed using the Town's trial balance and budget report prior to audit entries. The engagement team reviews the current-year information and compare it to prior year actual amounts, the current budget, and other expected results.

Final analytical review takes place after all audit entries are posted. The partners and managers review the financial statements, looking for variances to our expectations. Items that exceed our predetermined variance threshold are highlighted for further investigation. This investigation includes reviewing detail transactions, vouching a sample of transactions, discussions with management, and validation techniques. Explanations of variances are documented in our file, with the results used to determine the extent of any additional audit testing or financial statement disclosures.

### Use of Technology

Keefe McCullough minimizes fees by conducting a completely paperless audit using proven processes and comprehensive auditing software. This investment in technology supports real-time communication with our engagement team at any time and from anywhere. This provides a seamless trail from initial planning through the final financial statement issuance.

In addition, we have certified network engineers (CNE) on our staff to assist with our assurance engagement. They assist during risk assessment of key internal controls and in various other phases of fieldwork.

### Transition from Current Auditor

Changing auditors for the Town should not be a difficult task. Fortunately, your engagement team has had many opportunities over the years to step in as the new auditor. This experience helps ensure that the transition goes as smoothly as possible. From communicating with the predecessor auditor, reviewing their working papers, documenting and understanding your business processes, to building a set of audit permanent files, we will focus on minimizing the challenges that sometimes come with an auditor change. We will obtain as much information as possible from your predecessor auditor and then assemble a list of any items needed from Town management. Because of your engagement team's experience with similar entities, Keefe McCullough will hit the ground running, resulting in minimal disruption to management's day-to-day schedules.



# Pricing

## Section III



## Pricing

**Part 1 and Part 2 of the Schedule of Proposal Prices should include the following information:**

- a) **Name of Firm**
  - b) **Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town of Southwest Ranches.**
  - c) **A total all-inclusive Maximum Price for the 2019-2023 engagement, including hours and rates for scope of services.**
  - d) **Regular Single State and Federal audits, if required and physical production of CAFR (printing) special considerations and services.**
- 
- a) Keefe McCullough
  - b) William G. Benson, C.P.A. is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town of Southwest Ranches.
  - c) We have included our all-inclusive maximum price for the 2019-2023 engagement on the Schedule of Proposal Prices which is included on the following pages.
  - d) We have included our all-inclusive price for the regular Single State and Federal audits, if required and physical production of CAFR (printing) special considerations and services.

### Rates for Additional Professional Services

**If it should become necessary for the Town of Southwest Ranches to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in the Required Forms section of this RFP.**

We understand that if it should become necessary for the Town of Southwest Ranches to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. We agree that any such additional work agreed to between the Town of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in the Required Forms section of this RFP.



**Town of Southwest Ranches  
External Audit Services  
RFP 19-003**

**Schedule of Proposal Prices**

**Part 1**

**Schedule of Professional Fees and Expenses  
For the audit of the September 30, 2019 – 2023 Financial Statements**

	2019 Proposed:		2019 Revised Rates	2020 Proposed:		2020 Revised Rates	2021 Proposed:		2021 Revised Rates	2022 Proposed:		2022 Revised Rates	2023 Proposed:		2023 Revised Rates
	Hrs	Rates		Hrs	Rates		Hrs	Rates		Hrs	Rates		Hrs	Rates	
Partners	20	\$200	\$165	20	\$200	\$190	20	\$200	\$195	20	\$200	\$200	20	\$200	\$200
Managers	80	\$140	\$149	80	\$140	\$149	80	\$140	\$154	80	\$140	\$153	80	\$140	\$149
Supervisory Staff	120	\$100	\$100	120	\$100	\$100	120	\$100	\$100	120	\$100	\$104	128	\$100	\$120
Staff	138	\$80	\$60	138	\$80	\$60	138	\$80	\$60	138	\$80	\$60	130	\$80	\$49
Other (Specify)															
Other (Specify)															
	<b>Proposed Totals</b>					<b>Revised Totals</b>									
	Total Year 1 - 2019					\$37,600					\$35,500				
	Total Year 2 - 2020					\$37,600					\$36,000				
	Total Year 3 - 2021					\$38,600					\$36,500				
	Total Year 4 - 2022					\$38,600					\$37,000				
	Total Year 5 - 2023					\$39,600					\$37,650				
	Grand Total Price for Audit Services * (5 Years)					\$192,000					\$182,650				

One hundred eighty two thousand six hundred fifty dollars (\$182,650.00)

Grand Total Price for Audit Services (5 Years) Written

\* Includes the preparation and editing of the CAFR (not physical production printing).

**NOTE:** Any discrepancy between the written and numerical, the written prevails.

**Schedule of Proposal Prices**

**Part 2**

**Schedule of Professional Fees and Expenses  
For the Audit of the 2019 - 2023 Financial Statements:  
Special Considerations and Services**

Nature of Service to be Provided	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022	Year 5 2023
Florida Single Audit (1)	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Federal Single Audit (2)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Physical Production (printing) of CAFR (3)	\$500	\$500	\$500	\$500	\$500
Other (specify)					
<b>TOTAL</b>	<b>\$ 7,000</b>				
Notes					
(1) Florida Single Audit - up to a maximum of: <u>2</u> audits (please specify)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
(2) Federal Single Audit - up to a maximum of: <u>1</u> audits (please specify)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
(3) The Town reserves the option to print its financial statements.					

**NOTE:** There will be at least one (1) Federal Single Audit (FEMA) and possibly two (2) State Single Audits for FY 2019.

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# TEAM MEMBER PROFILES

## Section IV





# ISRAEL J. GOMEZ, C.P.A.

## Partner

### EXPERIENCE

- 18 years at Keefe McCullough

### EDUCATION

- B.B.A. (Accounting) University of Puerto Rico

### PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Public Accountants
- AICPA Governmental Audit Quality Center, Designated Audit Partner
- AICPA Employee Benefit Plan Audit Quality Center, Designated Audit Partner
- Florida Institute of Certified Public Accountants
- Government Finance Officers Association (U.S., Florida, South Florida Chapter and Palm Beach Chapter)

### CONTINUING PROFESSIONAL EDUCATION

- Total CPE hours for the last three years are 132, of which 113 directly relate to governmental continuing education.

### COMMUNITY LEADERSHIP

- North Springs Little League (sponsor and coach)
- Coral Springs Winter Baseball (sponsor and coach)
- Leadership Broward Class of XXXV
- Leadership Broward Foundation (board member)

### EXPERIENCE

Israel Gomez has managed large and complex engagements in the governmental sector. He is experienced and qualified with respect to “Yellow Book”, Uniform Guidance and Rules of the Auditor General of the State of Florida compliance auditing reporting. He has assisted governmental entities with new pronouncements, including GASBs 67 and 68. He has also assisted various municipalities regarding their participation in the Certificate of Achievement for Excellence in Financial Reporting program. He has been a speaker at various governmental seminars pertaining to GASB pronouncements and internal controls over financial reporting.

### ENGAGEMENT ROLE

Israel will play a significant role on the engagement team by providing a secondary review of all deliverables and critical engagement decisions, and leading the preparation and review of the City’s CAFR. He is responsible for ensuring that all reports issued by the firm are in compliance with professional standards. Israel will be available throughout the engagement to consult and review on any auditing and/or accounting questions that may arise.

### PARTIAL LISTING OF GOVERNMENTAL EXPERIENCE

- \* City of Aventura
- \* City of Key West
- \* City of Marathon
- \* City of Sunny Isles Beach
- \* Village of Pinecrest
- \* Town of Davie
- \* Town of Golden Beach
- \* City of Coconut Creek
- \* City of Lake Worth
- \* City of South Miami
- \* City of Weston
- \* Islamorada, Village of Islands
- \* Village of Sea Ranch Lakes
- \* Many other Special Districts, Authorities and Schools



# WILLIAM G. BENSON, C.P.A.

## Partner

### EXPERIENCE

- 34 years at Keefe McCullough

### EDUCATION

- B.S. (Business Administration & Accounting)  
Washington and Lee University

### PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- Florida Government Finance Officers Association

### CONTINUING PROFESSIONAL EDUCATION

- Total CPE hours for the last three years are 168, of which 140 directly relate to governmental continuing education.

### COMMUNITY LEADERSHIP

- Food for the Poor (vice chair of board, treasurer, vice president)
- Catholic Community Foundation (board chair, past treasurer)
- Executives at Broward (past president, treasurer)
- Leadership Broward

### EXPERIENCE

Bill Benson has more than 34 years of governmental audit experience. He has a proven track record of delivering high quality audit and advisory services to large and intricate governmental entities. He is experienced and qualified with respect to “Yellow Book”, Uniform Guidance and Rules of the Auditor General of the State of Florida compliance auditing reporting. Bill assists his clients in many areas of accounting including restructuring their existing loan agreements and bond indentures, developing annual operating budgets, assisting with their dealings with financial institutions and the development of business plans, financial planning and proforma financial statements. He has assisted municipalities and other governmental entities with accounting standard implementation and internal control assessments.

### ENGAGEMENT ROLE

Bill will play a significant role on the engagement team by providing a secondary review of all deliverables and critical engagement decisions and leading the preparation and review of the City’s CAFR. He is responsible for ensuring that all reports issued by the firm are in compliance with professional standards. Bill will be available throughout the engagement to consult and review on any auditing and/or accounting questions that may arise.

### PARTIAL LISTING OF GOVERNMENTAL EXPERIENCE

- |                        |                                      |  |
|------------------------|--------------------------------------|--|
| * City of Aventura     | * City of Hollywood (Internal audit) | * City of Marathon                                       |
| * City of Miami        | * City of Plantation                 | * City of Margate  |
| * City of Weston       | * Islamorada, Village of Islands     | * Many other Special Districts, Authorities, and Schools |
| * City of South Miami  | * Town of Surfside                   |  |
| * Village of Pinecrest | * City of Key West                   |  |
| * Town of Davie        | * City of Lake Worth                 |  |



# STEPHEN P. EMERY, C.P.A.

## Manager

### EXPERIENCE

- 9 years at Keefe McCullough

### EDUCATION

- BA (Accounting) University of Florida
- Masters (Accounting) University of Florida
- Advanced Single Audits Certificate Holder

### PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants

### CONTINUING PROFESSIONAL EDUCATION

- Total CPE hours for the last three years are 139, of which 92 directly relate to Government Auditing Standards.

### COMMUNITY INVOLVEMENT

- Pompano Beach Rotary Club
- Ghost Light Society (Host Committee, Steering Committee and Support Committee)

### EXPERIENCE

Stephen has over 9 years of accounting and auditing experience with Keefe McCullough, focused primarily in the public sector. He has managed numerous large governmental engagements, assisting many in obtaining the Certificate of Achievement for Excellence in Financial Reporting. He provides strategic planning and implementation services for governmental entities. He has attended and participated in numerous seminars regarding governmental auditing, governmental pension plans, single audits and current governmental pronouncements.

### ENGAGEMENT ROLE

Stephen will be involved in every segment of the audit. Beginning with the initial planning of the audit through the issuance of the financial statements. He will oversee the day-to-day performance of the audit and manage the audit team. He will perform technical reviews of all workpapers and is responsible for reviewing all financial statements and reports issued.

### PARTIAL LISTING OF GOVERNMENTAL EXPERIENCE

- \* City of Aventura
- \* City of Margate
- \* City of Sunny Isles Beach
- \* Village of Pinecrest
- \* Many other Special Districts, Authorities and Schools
- \* City of Key West
- \* City of South Miami
- \* City of Weston
- \* City of Wilton Manors

# PEER REVIEW DOCUMENTS

## Section V



AJK

AJK, LLC

CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 609 □ 405 Second Street □ Manchester, GA 31816  
(706) 846-8401 □ Fax (706) 846-3370

## Report on the Firm's System of Quality Control

To the owners of Keefe, McCullough & Co., LLP and the Peer Review Committee of the Florida Institute of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP (the firm) in effect for the year ended August 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants.

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

MEMBERS OF  
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
GEORGIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

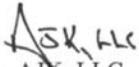
**Required Selections and Considerations**

Engagements selected for review included engagements under Government Auditing Standards, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP in effect for the year ended August 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Keefe, McCullough & Co., LLP has received a peer review rating of *pass*.

  
AJK, LLC  
Manchester, Georgia  
January 16, 2018

AJK





FICPA Peer Review Program  
Administered in Florida by the  
Florida Institute of CPAs



AICPA Peer Review Program  
Administered in Florida by the  
Florida Institute of CPAs

June 29, 2018

William Benson  
Keefe, McCullough & Co., LLP  
6550 N Federal Hwy # 410  
Fort Lauderdale, FL 33308-1417

Dear William Benson:

It is my pleasure to notify you that on June 29, 2018, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is February 28, 2021. This is the date by which all review documents should be completed and submitted to the administering entity. If your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org 800-342-3197 ext 251  
Florida Institute of CPAs

CC: David Jordan, Israel Gomez

Firm Number: 900010036786

Review Number: 552333



# REQUIRED FORMS

## Section VI



NAME: Keefe McCullough

6550 N Federal Hwy, 4th Floor

ADDRESS: Ft. Lauderdale, FL 33308

FEIN: 59-1363792

LICENSE NUMBER: AD0010282

STATE OR COUNTY: Florida

LICENSE TYPE: Accountancy Partnership

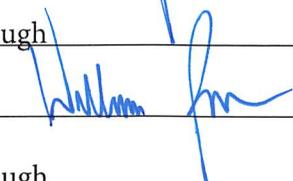
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: None

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: Keefe McCullough

BIDDER'S SIGNATURE: 

BIDDER'S NAME: Keefe McCullough

6550 N Federal Hwy, 4th Floor

BIDDER'S ADDRESS: Ft. Lauderdale, FL 33308

BIDDER'S PHONE NUMBER: Office: 954-771-0896 Cell: N/A

BIDDER'S EMAIL ADDRESS: Bill.Benson@kmccpa.com

By: William G. Benson, C.P.A.

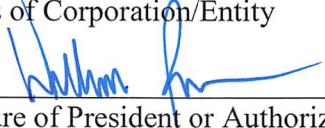
Keefe McCullough

Name of Corporation/Entity

6550 N Federal Hwy, 4th Floor

Ft. Lauderdale, FL 33308

Address of Corporation/Entity

  
Signature of President or Authorized Principal

By: William G. Benson, C.P.A.

Title: Partner (If the Bidder is a Corporation, affix corporate seal)

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

LICENSE NUMBER	
AD0010282	



The ACCOUNTANCY PARTNERSHIP  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2019

KEEFE, MCCULLOUGH & CO., LLP  
6550 N FEDERAL HWY STE 410  
FT LAUDERDALE FL 33308



ISSUED: 12/13/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1712130000884

**OFFEROR'S**  
**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches  
Mara Semper, Procurement and Budget Officer

ADDRESS: 13400 Griffin Road  
Southwest Ranches, Florida 33330

SUBMITTED BY: Keefe McCullough

**CIRCLE ONE**

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Individual
- Other

NAME: Keefe McCullough

ADDRESS: 6550 N Federal Hwy, 4th Floor  
Ft. Lauderdale, FL 33308

TELEPHONE NO. 954-771-0896

FAX NO. 954-938-9353

E-MAIL ADDRESS: Bill.Benson@kmccpa.com

1. State the true, exact, correct and complete name of the partnership, corporation, Limited Liability Company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Keefe McCullough

The address of the principal place of business is: 6550 N Federal Hwy, 4th Floor  
Ft. Lauderdale, FL 33308

2. If Offeror is a corporation, answer the following: N/A

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer's name: \_\_\_\_\_
- g. Name and address of Resident Agent:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: February 1, 1971 \_\_\_\_\_
- b. Name, and address of all partners who will be assigned and/or have supervisory responsibility for the work on this project:  
Israel J. Gomez, C.P.A., 4913 NW 59th Way, Coral Springs, FL 33067  
William G. Benson, C.P.A., 10843 NW 2nd Street, Plantation, FL 33324  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: Limited \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name?  
48 years

a. Under what other former names has your organization operated?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.

Registration number is LLP980000284. Registration is attached on the following page.  
\_\_\_\_\_

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

We have never failed to complete any work awarded to us.  
\_\_\_\_\_  
\_\_\_\_\_

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

City of Key West, Nancy S. Kielman 3104 Flagler Avenue, Key West, FL 33040 305-809-3821  
(Name) (Address) (Phone Number)

City of Plantation, Mary Fowler 400 NW 73rd Avenue, Plantation, FL 33317 954-797-2229  
(Name) (Address) (Phone Number)

City of Lake Worth, Corinne Elliott 7 N Dixie Highway, Lake Worth, FL 33460 561-586-1654  
(Name) (Address) (Phone Number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

We have included a listing of our current governmental clients on page 10.  
\_\_\_\_\_  
\_\_\_\_\_

2019 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT

FEE IS \$25.00! REPORT DUE BY MAY 1, 2019

SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

FILED

2019 JAN 24 PM 4:29

DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

REGISTRATION # LLP980000284  
1. Name and Mailing Address

KEEFE, MCCULLOUGH & CO., LLP

6550 NORTH FEDERAL HIGHWAY, 4TH FLOOR  
FT LAUDERDALE, FL 33308 US

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2.

LLP #

LLP190000113-8  
01/24/19--01019--028 \*\*25.00

CR2E029 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt#, etc.

City State Zip Code

3. Principal Place of Business Address

6550 NORTH FEDERAL HIGHWAY, 4TH FLOOR  
FT LAUDERDALE, FL 33308 US

4. New Principal Office Address, if Applicable:

Suite, Apt#, etc.

City State Zip Code

5. Federal Employee Identification Number

59-1363792

Applied For
Not Applicable

6. Certificate of Status Desired:

\$8.75 Additional Fee Required

7. Name and Address of Registered Agent

BENSON, WILLIAM G  
6550 NORTH FEDERAL HIGHWAY  
4TH FLOOR  
FT LAUDERDALE, FL 33308

8. New Name and/or Address of Registered Agent:

Name

Street Address (P.O. Box Number is Not Acceptable)

FL

City Zip Code

9. New Registered Agent's Signature, If Changed  
The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_  
SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE. Date

10. General Partner's Signature (REQUIRED)  
The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE: William G Benson  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER.

E-mail Address: BILL.BENSON@KMCCPA.COM  
(To be used for future annual report notifications)

Date: 1/15/2019  
Daytime Phone #: (954) 771-0896  
T MOORE

11. State the name of the individual who will have personal supervision of the work:

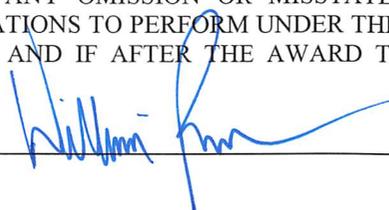
Israel J. Gomez, C.P.A. will have personal supervision of all work on this engagement.

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

We have not been involved in any litigation in our firm's entire forty-eight (48) year history.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature



State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 25 day of April,

2019 by William Benson of Keefe McCullough, who is

personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Kaitlin F. Chubeck  
NOTARY PUBLIC



Kaitlin F. Chubeck  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

**DRUG FREE WORKPLACE**

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**BIDDER'S SIGNATURE:** \_\_\_\_\_



BIDDER: Keefe McCullough

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Southwest Ranches

by William G. Benson

for Keefe McCullough

whose business address is 6550 N Federal Hwy, 4th Floor, Ft. Lauderdale, FL 33308

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1363792

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X  Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER: Keefe McCullough

**[Signatures on next page]**

By: 

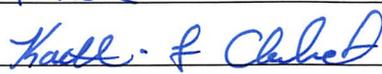
William G. Benson, C.P.A.  
(Printed Name)

Partner  
(Title)

Sworn to and subscribed before me this 25 day of April, 2019

Personally known X

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of Florida  
  
Notary Signature

My Commission Expires 5-27-19

(Printed, typed, or stamped commissioned name of notary public)



BIDDER: Keefe McCullough

**NON-COLLUSION AFFIDAVIT**

State of Florida )  
 ) ss:  
County of Broward )

William G. Benson being first duly sworn deposes and says that:

- (1) He/She is the Partner (Owner, Partner, Officer, Representative or Agent) of Keefe McCullough the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

BIDDER: Keefe McCullough

**[Signatures on next page]**

By: 

William G. Benson, C.P.A.  
(Printed Name)

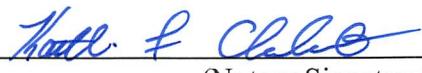
Partner  
(Title)

Sworn to and subscribed before me this 25 day of April, 2019,

Personally known X

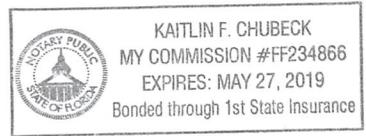
Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of Florida

  
(Notary Signature)

My Commission Expires: 5-27-19

(Printed, typed, or stamped commissioned name of notary public)



BIDDER: Keefe McCullough

**CERTIFICATE OF AUTHORITY (If Partnership)**

State of Florida )  
 ) ss:  
County of Broward )

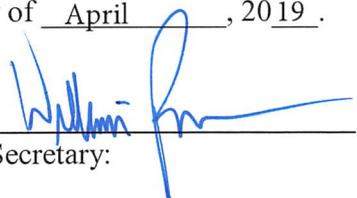
I HEREBY CERTIFY that a meeting of the Partners of the Keefe McCullough

A partnership existing under the laws of the State of FL, held on April 10, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that, William G. Benson, as of the Partnership, be and is hereby authorized to execute the Bid dated, April 30, 2019, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the Partners shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10, day of April, 2019.

  
Secretary:

(SEAL)

BIDDER: Keefe McCullough

**GOVERNMENTAL CONTACT INFORMATION**

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON</b>
City of Key West	3104 Flagler Avenue Key West, FL 33040	305-809-3821	Ms. Nancy S. Kielman
City of Plantation	400 NW 73rd Avenue Plantation, FL 33308	954-797-2229	Ms. Mary Fowler
City of Lake Worth	7 North Dixie Highway Lake Worth, FL 33460	561-586-1654	Ms. Corinne Elliott
Town of Davie	6591 Orange Drive Davie, FL 33314	954-797-1050	Mr. William Ackerman
City of Margate	5790 Margate Blvd Margate, FL 33063	954-972-6454	Ms. Mary Beazly
City of South Miami	6130 Sunset Drive South Miami, FL 33143	305-743-6586	Mr. Alfredo Riverol

BIDDER: Keefe McCullough

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

Keefe McCullough, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Keefe McCullough's failure to comply with such regulations.

  
\_\_\_\_\_  
ATTEST

Keefe McCullough  
\_\_\_\_\_  
CONTRACTOR

BY:   
\_\_\_\_\_

William G. Benson  
\_\_\_\_\_  
Print Name

Date: 4/25/2019  
\_\_\_\_\_

BIDDER: Keefe McCullough  
\_\_\_\_\_

**BIDDER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: Keefe McCullough

Bidder's Name: Keefe McCullough

Bidder's Address: 6550 N Federal Hwy, 4th Floor  
Ft. Lauderdale, FL 33308

Bidder's Phone Number: 954-771-0896

Bidder's Email: Bill.Benson@kmccpa.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

License # AD0010282

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

BIDDER: Keefe McCullough

**[Signatures on next page]**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ACCOUNTANCY

<b>LICENSE NUMBER</b>	
AD0010282	



The ACCOUNTANCY PARTNERSHIP  
Named below IS LICENSED  
Under the provisions of Chapter 473 FS.  
Expiration date: DEC 31, 2019

KEEFE, MCCULLOUGH & CO., LLP  
6550 N FEDERAL HWY STE 410  
FT LAUDERDALE FL 33308



ISSUED: 12/13/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L171213000884

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 25 day of April, 2019 by William G. Benson of Keefe McCullough (Bidder), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

Kaitlin F. Chubeck  
Notary Signature



Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: Keefe McCullough

**BIDDER EXPERIENCE QUESTIONNAIRE**

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: Annual financial and compliance audit  
Contract Amount: \$140,000  
Contract Date: 2013 through Present  
Client Name: City of Key West  
Address: 3104 Flagler Avenue, Key West, FL 33040  
Contact Person: Ms. Nancy S. Kielman, Finance Director  
Contact Person Tel. No.: 305-809-3821

Project Name: Annual financial and compliance audit  
Contract Amount: \$90,000  
Contract Date: 1994 through Present  
Client Name: City of Plantation  
Address: 400 NW 73rd Avenue, Plantation, FL 33317  
Contact Person: Ms. Mary Fowler, Audit & Finance Reporting Manager  
Contact Person Tel. No.: 954-797-2229

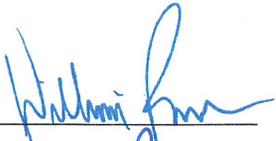
Project Name: Annual financial and compliance audit  
Contract Amount: \$85,000  
Contract Date: 2014 through Present  
Client Name: City of Lake Worth  
Address: 7 North Dixie Highway, Lake Worth, FL 33460  
Contact Person: Ms. Corinne Elliott, Assistant Finance Director  
Contact Person Tel. No.: 561-586-1654

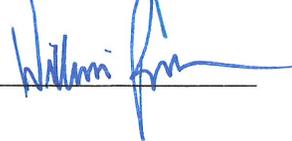


BIDDER: Keefe McCullough

**ACKNOWLEDGEMENT OF ADDENDA**

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 

Addendum No.2 

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

**[Remainder of page intentionally left blank]**

  
BIDDER: Keefe McCullough

**LIABILITY CLAIMS**

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project:

We have had no liability claims in our firm's entire forty-eight (48) year history.

\_\_\_\_\_

2. Contact information for Project Owner:

a. Name: \_\_\_\_\_ N/A

b. Address: \_\_\_\_\_

c. Phone: \_\_\_\_\_

d. Email: \_\_\_\_\_

3. Nature of Claim: \_\_\_\_\_ N/A

\_\_\_\_\_

4. Date of Claim: \_\_\_\_\_ N/A

5. Resolution Date of Claim and how resolved: \_\_\_\_\_ N/A

\_\_\_\_\_

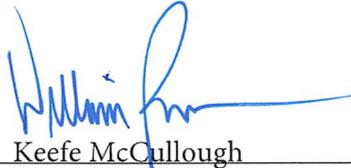
\_\_\_\_\_

6. If applicable:

a. Court Case Number: \_\_\_\_\_ N/A

b. County: \_\_\_\_\_

c. State: \_\_\_\_\_



BIDDER: Keefe McCullough

**ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Keefe McCullough

Street address: 6550 N Federal Hwy, 4th Floor

City, State, Zip: Ft. Lauderdale, FL 33308

William G. Benson, C.P.A.  
CERTIFIED BY: (type or print)

Partner  
TITLE: \_\_\_\_\_  
SIGNATURE:  \_\_\_\_\_  
DATE: 4/25/2019

**INSERT W – 9**

**1 page**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Keefe McCullough</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>P</u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>6550 N Federal Hwy, 4th Floor</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Ft. Lauderdale, FL 33308</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
5	9		-	1	3	6	3	7	9	2

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>9/14/2017</u>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**INSERT PROOF OF INSURANCE**



Policy Number: 557-104260-6

**INSURER: United States Fire Insurance Company**  
**305 Madison Avenue**  
**Morristown, NJ07962-1973**

**ACCOUNTANTS PROFESSIONAL LIABILITY  
PLATINUM PROTECTION**

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY PROVIDES COVERAGE FOR **CLAIMS** FIRST MADE AGAINST THE **INSUREDS** AND REPORTED TO THE **INSURER** DURING THE **POLICY PERIOD**. PLEASE READ THIS POLICY CAREFULLY. WORDS AND PHRASES WHICH ARE PRINTED IN **BOLD ITALIC TYPEFACE** HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION IV. OF THE POLICY. UNLESS STATED OTHERWISE BY SPECIFIC ENDORSEMENT, **DEFENSE EXPENSES** ARE INCLUDED IN THE LIMIT OF LIABILITY AND REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES**.

Item 1.	<b>Named Insured &amp; Street Address:</b> Keefe, McCullough & Company 6500 N. Federal Hwy., Suite 410 Fort Lauderdale, FL 33308
Item 2.	<b>Policy Period:</b> From: October 11, 2018 (Effective) To: October 11, 2019 (Expiration) (12:01 a.m. local time at the address shown in Item 1)
Item 3.	<b>Limit of Liability:</b>  \$ 4,000,000 each <i>Claim</i> \$ 4,000,000 <i>Policy Aggregate</i> These amounts include <b>Defense Expenses</b> unless this Section is amended by specific endorsement of this policy.
Item 4.	<b>Deductible:</b> \$ 25,000 each <i>Claim</i> This amount applies to <b>Defense Expenses</b> unless this Section is amended by specific endorsement of this policy. This amount applies to each <i>Claim</i> unless this Section is amended by specific endorsement of this policy.
Item 5.	<b>Premium:</b> \$ 40,000 for the <i>Policy Period</i>
Item 6.	<b>Prior Acts Date:</b> February 1, 1971
Item 7.	<b>Optional Extended Reporting Period:</b>  (a) 12 Months (b) Additional Premium: 100 % of the annual premium
Item 8.	The following endorsements, if any, are made a part of this policy at issuance: <ul style="list-style-type: none"> <li>• MI 07 001 01 15 Signature Page</li> <li>• IL P 001 01 04 U.S. Treasury Department's OFAC Advisory Notice to Policyholders</li> <li>• 11APL-108-2010 Accountants Professional Liability Broad Advantage Endorsement</li> <li>• APL-128 (05/12) Specified Accountant or Entity Exclusion Endorsement</li> <li>• APL-143 (07-18) Defense and Settlement Amendatory (50-50)</li> </ul>

**Associated Industries Insurance Company, Inc.**

A Stock Insurance Company

PO Box 310704

Boca Raton, FL 33431-0704

WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY  
INSURANCE POLICY

WC 00 00 01 A

INFORMATION PAGE

<p>1. Insured:</p> <p><b>Keefe McCullough &amp; Co LLP</b> 6550 N Federal Highway Ste 410 FT Lauderdale, FL 33308</p> <p>Other workplaces not shown above: See Extension of Information Page</p> <p>Producer: AmTrust North America, Inc. c/o Fulton Agency, Inc. 1301 East Oakland Park Blvd. Fort Lauderdale, FL 33334</p>	<p><b>Policy Number:</b> AWC1121390</p> <p>Federal Tax ID: 591363792</p> <p>Board File Number:</p> <p>Renewal Of: AWC1096308</p> <p>Entity: Limited Liability Partnership</p> <p>Interim Adjustment: Annual</p> <p>Ncci Code: 25372</p> <p>SIC Code: 8721</p>
--	---

2. The policy period is from 1/1/2019 to 1/1/2020 12:01 a.m. at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:
- |                           |            |               |
|---------------------------|------------|---------------|
| Bodily Injury by Accident | \$ 100,000 | each accident |
| Bodily Injury by Disease  | \$ 500,000 | policy limit  |
| Bodily Injury by Disease  | \$ 100,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.
- D. This policy includes these endorsements and schedules:  
See attached endorsement schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>	<b>4,141</b>
<b>STATE ASSESSMENT</b>	<b>0</b>
<b>TOTAL ESTIMATED COST</b>	<b>4,141</b>
Minimum Premium	178
Deposit Premium	415

Issue Date: 12/1/2018

Countersigned By: \_\_\_\_\_  
Authorized Representative

10-32 / AWC1121390 AMT004





BANKERS INSURANCE COMPANY  
 PO BOX 33060  
 ST. PETERSBURG, FL 33733-8060  
 800-627-0000

BBOP99.001 0916 1016  
 5527444  
 7/02/18

5000 00000 BBOP BPOP RENEWAL DECLARATIONS

**BUSINESSOWNERS POLICY  
 COMMON POLICY DECLARATIONS**

Page 1 of 5  
 Date of Issue  
 7/02/18

<b>Policy Number</b>
09 0004999611 5 04

Policy Period	Term	Inception Date	Agent	Agent's Phone
From: 7/02/18 To: 7/02/19 12:01 Standard Time	12 mos	7/02/14 12:01 AM	00-0102092	(954) 752-8610

Agent (954) 752-8610  
 FULTON AGENCY INC  
 5401 N UNIVERSITY DR STE 202  
 CORAL SPRINGS FL 33067

KEEFE MCCULLOUGH COMPANY  
 6550 N FEDERAL HWY STE 410  
 FORT LAUDERDALE FL 33308-1417

FORM OF BUSINESS: Partnership

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY INCLUDING THE ENDORSEMENTS AS INDICATED ON THE SUMMARY OF ENDORSEMENT PAGE WITHIN YOUR POLICY.

**Policy Limits (Coverage provided only where limits are indicated)**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM IS SUBJECT TO ADJUSTMENT.

COVERAGE SECTIONS

BUSINESSOWNERS PROPERTY COVERAGES	\$7,459.00
BUSINESSOWNERS LIABILITY COVERAGES	\$1,682.00
TERRORISM PREMIUM	\$0
	<b>ANNUAL PREMIUM SUBTOTAL</b>
	\$9,141.00
CLAIM FREE RENEWAL DISCOUNT	
EMPATF	\$4.00
STATE FIRE MARSHALL REGULATORY ASSESSMENT	\$9.00
MANAGING GENERAL AGENT	\$25.00
	<b>TOTAL FEES</b>
	\$38.00
	<b>TOTAL ANNUAL PREMIUM</b>
	\$9,179.00

This document forms a part of, completes, and executes the referenced policy. The declarations or information pages, together with the common policy conditions, coverage parts, forms and endorsements, if any, issued to form a part thereof, completes the policy. In witness thereof, the Company attests these documents as the entire contract of insurance; and executes same on behalf of the company.

This policy shall not be valid unless also countersigned by the duly authorized Agent of this company at the agency hereinbefore mentioned, if required by state law.

Deborah S Brcka

Countersigned by Authorized Representative

7/02/18

Date



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# Keefe McCullough

CPA's + Trusted Advisors



6550 N. Federal Highway  
4th Floor  
Fort Lauderdale, FL 33308



[support@KMCcpa.com](mailto:support@KMCcpa.com)



[www.KMCcpa.com](http://www.KMCcpa.com)



954.771.0896



**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**  
**Gary Jablonski, Vice Mayor**  
**Freddy Fisikelli, Council Member**  
**Bob Hartmann, Council Member**  
**Denise Schroeder, Council Member**

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Keith Poliakoff, Town Attorney  
**DATE:** 6/27/2019  
**SUBJECT:** CCA Letter of Credit Reso

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### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

A. Sound Governance

### **Background**

Corrections Corporation of America [n/k/a CoreCivic, Inc. ("CoreCivic")] was approved by the Board of County Commissioners of Broward County ("Board") on December 13, 2005, to construct a correctional facility/detention center subject to certain conditions. One of the conditions imposed at the time of Board approval was the construction of certain road improvements and on June 23, 2006, CCA Properties of America, LLC, which owned the Property at the time, entered into a Security/Lien Agreement Installation of Required Improvements.

In connection with its obligations under the Improvements Agreement, CoreCivic provided Broward County with an irrevocable letter of credit in the amount of \$321,717.00 to guarantee performance of the construction obligations for the Required Improvements (the "Letter of Credit"). On April 5, 2016, the Town purchased the Property from CoreCivic, and obtained all existing rights to the Project.

Since the Property and the rights to the Project have been transferred to the Town, the requirement to construct the Required Improvements has similarly transferred. As such the Town desires to enter into an Installation of Required Improvements Agreement with Broward County, which will allow the release of CoreCivic from its obligations under the Improvements Agreement and Letter of Credit.

**Fiscal Impact/Analysis**

N/A

**Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description	Upload Date	Type
CoreCivic LOC Release Reso - TA Approved	6/18/2019	Resolution

**RESOLUTION NO. 2019- XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GUARANTEEING THE TOWN'S PERFORMANCE OF CONSTRUCTION OF THE REQUIRED IMPROVEMENTS, AS SET FORTH IN THE ATTACHED INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT WITH BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Corrections Corporation of America's [n/k/a CoreCivic, Inc. ("CoreCivic")] Project, known as correctional facility/detention center in the Town of Southwest Ranches, Planning and Development Management Division File No.069-MP-93, hereinafter referred to as the "Project," a legal description of the property on which the Project was proposed is attached hereto as Exhibit "A" (the "Property") and made a part hereof, was approved by the Board of County Commissioners of Broward County ("Board") on December 13, 2005, subject to certain conditions to ensure the protection of the public health and safety; and

**WHEREAS**, one of the conditions imposed at the time of Board approval was the construction of certain road improvements (the "Required Improvements"), and on June 23, 2006, CCA Properties of America, LLC, which owned the Property at the time, entered into a Security/Lien Agreement Installation of Required Improvements (the "Improvements Agreement"), which Improvements Agreement was recorded in the Public Records of Broward County at Official Records Book 42278, Page 1365; and

**WHEREAS**, in connection with its obligations under the Improvements Agreement, CoreCivic provided Broward County with an irrevocable letter of credit in the amount of \$321,717.00 to guarantee performance of the construction obligations for the Required Improvements (the "Letter of Credit"); and

**WHEREAS**, on April 5, 2016, the Town purchased the Property from CoreCivic, and obtained all existing rights to the Project; and

**WHEREAS**, since the Property and the rights to the Project have been transferred to the Town, the requirement to construct the Required Improvements has similarly transferred; and

**WHEREAS**, the Town desires to enter into an Installation of Required Improvements Agreement with Broward County, which will allow the release of CoreCivic from its obligations under the Improvements Agreement and Letter of Credit.

**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 of the Town of Southwest Ranches hereby guarantees that the Town will cause the performance of the obligation to construct the Required Improvements, which was previously estimated to cost Three Hundred Twenty-one Thousand Seven Hundred Seventeen Dollars (\$321,717.00), as set forth in the Installation of Required Improvements Agreement attached hereto as Exhibit "B" (the "Installation Agreement").

**Section 3.** The Town Council hereby approves the Installation Agreement, and authorizes the appropriate Town officials to execute the Installation Agreement on the Town's behalf.

**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 27<sup>th</sup> day of June, 2019, on a motion by

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

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

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

ATTEST:

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

Approved as to Form and Correctness:

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

**RESOLUTION NO. 2014 - 005**

**A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2008-027, AND APPROVING MODIFICATIONS TO THE BELLA ACRE ESTATES SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, Bella CES, LLC is the current owner ("Owner") of property platted as Bella Acre Estates, according to the plat thereof as recorded in Plat Book 177, Page 58 of the Broward County, Florida Public Records; and

**WHEREAS**, Owner requests Town approval for the temporary construction of a sales trailer, with associated temporary parking facility and driveway; and

**WHEREAS**, Owner requests Town approval to shift the location of perimeter landscaping and fencing north of the project entrance, in order to align the landscaping and fencing with the right-of-way line of SW 172<sup>nd</sup> Avenue; and

**WHEREAS**, Owner requests Town approval to increase the height of the entrance feature by one (1) foot in order to better accommodate two (2) lines of signage copy; and

**WHEREAS**, Owner requests Town approval to rename "Bella Drive" to "Reserve Court"; and

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida, having considered the Applicant's request, submitted evidence, criteria set forth in the Town's Unified Land Development Code, the analysis and recommendations of the Town Staff, and comments from other interested parties, upon motions duly made and acted upon, approved the site plan modification subject to the conditions set forth herein.

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

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

**Section 2. Site Plan Modification Approval.** That, upon reviewing the testimony and the evidence submitted at a duly noticed public hearing held November 14, 2013 the Town Council of the Town of Southwest Ranches, hereby amends Resolution No. 2008-0027, and approves Site Plan Modification Application No. SP-54-13, in accordance with the following stipulated conditions:

Drainage and road improvements

1. Within thirty (30) business days of the date of approval of Application No. SP-054-13, and prior to the issuance of any building permit, owner shall record a declaration of restrictive covenants that has been approved by the Town Attorney, acknowledging that the owner must construct or cause the construction of all paving and drainage improvements required by the Town, and that said improvements must be found acceptable by the Town Engineer prior to the issuance of any building permit, except as set forth below. Failure to comply with this condition within the prescribed period shall render the approval of SP-054-13 null and void.
  - a. The Town may issue a building permit for the completion of the existing dwelling on Lot 6, provided that the Town will not issue a Certificate of Occupancy, temporary or otherwise, until the aforementioned improvements have been completed and approved by the Town. If the Florida Building Code has changed since the initial construction has begun, the Applicant shall bring the home into compliance with today's standards, unless the Town's Chief Building Officer advises in writing to the contrary.
  - b. The Town may issue a building permit for the construction of a sales trailer and the Town may also issue a building permit for the construction of a home on one other lot, provided that the Town will not issue a Certificate of Occupancy, temporary or otherwise, for the home on one other lot until the aforementioned improvements have been completed and approved by the Town.

Trailer, Temporary Driveways, and Turn Lane

2. Obtain a building permit for completion of the existing single-family dwelling prior to issuance of the building permit for the construction/sales trailer.
3. Remove the existing asphalt driveway at north end of the property prior to issuance of a Certificate of Occupancy for the trailer.
4. Install all required perimeter and street landscaping shown on the approved site plan along SW 172<sup>nd</sup> Avenue within 120 calendar days of the date the building permit is issued for the trailer or the home on one other lot, whichever event occurs first. Prior to issuance of a building permit for the trailer, provide a letter of credit acceptable to the Town Attorney for the cost of removing the

trailer should the landscaping not be installed and pass Town inspection within the 120 day period.

5. The trailer, parking area improvements, sales office signage and temporary project sign shall be removed within ten (10) calendar days of the date that a building permit is issued for the final dwelling unit.
6. Town Council approval of Application DE-18-03, and County Commission approval and subsequent recordation of temporary vehicular access agreement are required prior to temporary SW 172<sup>nd</sup> Avenue driveway construction. Driveway shall be removed the earlier of March 31, 2015, or within thirty (30) calendar days after the trailer site has approved driveway access from the completed internal street, whichever is sooner.
7. In addition to the sales trailer, Owner may receive two certificate of occupancies prior to the construction of the dedicated turn lane. No further certificates of occupancy, temporary or otherwise, will be issued until all off site improvements, including but not limited to construction of the left turn lane on SW 172<sup>nd</sup> Ave, have been completed and approved by the Town.

#### Homeowner Association (HOA)

8. Developer shall provide final HOA documents to the Town Attorney for review and approval prior to recordation.
9. Owner shall record an agreement deemed acceptable by Town Attorney allowing police access and citation authority, and access by Town officials and agents in the course of official duties.
10. Owner shall record an agreement deemed acceptable by the Town Attorney obligating the HOA to maintain the multi-use trail and landscaping in the right-of-way adjacent to the plat, and shall indemnify the Town for any liability resulting from landscaping within the right-of-way.
11. HOA documents shall not restrict the keeping of horses or animals except as restricted by the ULDC. Further, HOA documents shall specifically advise potential purchasers that the community cannot be gated, in accordance with the Town's Comprehensive Plan.

#### Miscellaneous

12. A tree removal permits is required prior to removal of any tree.
13. Update and provide all plan sheets necessary to reflect relocated fence, perimeter hedge and Live Oak Trees.
14. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this site plan, including, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5) percent administrative fee, and any

related expenses that the Town has or will incur as a direct cost of this application.

**Section 3. 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, provided that such severability does not affect the intent of this Resolution.

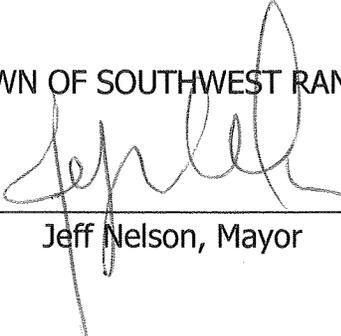
**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

DONE AND ORDERED this 14<sup>th</sup> day of November, 2013, on a motion to approve made by Vice Mayor Breitkreuz and seconded by Council Member McKay.

Nelson	<u>YES</u>	Ayes	<u>5</u>
Breitkreuz	<u>YES</u>	Nays	<u>0</u>
Jablonski	<u>YES</u>	Absent	<u>0</u>
Fisikelli	<u>YES</u>		
McKay	<u>YES</u>		

**[Signatures on Following Page]**

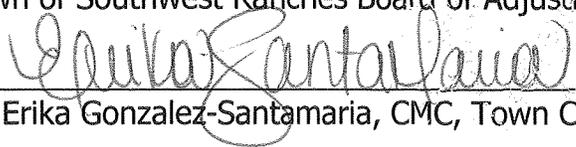
TOWN OF SOUTHWEST RANCHES TOWN COUNCIL

By: 

Jeff Nelson, Mayor

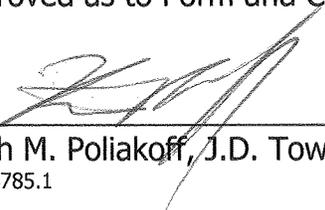
This is to certify that this Resolution and Final Order has been filed by the undersigned for the records, and a copy provided to the Applicant and/or authorized agent this 12<sup>th</sup> day of December 2013.

Town of Southwest Ranches Board of Adjustment

By: 

Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:

  
Keith M. Poliakoff, J.D. Town Attorney  
11316785.1

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**RESOLUTION NO. 2019- 038**

**A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RE-APPROVING THE EXPIRED TERRA RANCHES SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, Terra Ranches Investments, LLC ("Owner") is the owner of real property described as Terra Ranches, according to the plat thereof recorded in Plat Book 181, Page 49 of the Public Records of Broward County, Florida ("Property"); and

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") approved Site Plan Application No. SP-52-13 on May 23, 2013 for eleven single-family dwelling lots on the Property; and

**WHEREAS**, the SP-52-13 approval expired on May 23, 2014 pursuant to Sec. 120-060 of the Unified Land Development Regulations ("ULDRs"); and

**WHEREAS**, Owner has applied for re-approval of the site plan; and

**WHEREAS**, the Broward County Findings of Adequacy for the Terra Ranches Plat remain valid through April 28, 2023; and

**WHEREAS**, the Town Council, having considered Owner's request, submitted evidence, criteria set forth in the ULDRs, analysis and recommendations of the Town Staff, and comments from other interested parties, upon motions duly made and acted upon, approved the site plan modification subject to the conditions set forth herein.

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

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

**Section 2. Site Plan Approval.** That, upon reviewing the testimony and the evidence submitted at a duly noticed public hearing held April 25, 2019 the Town Council approves Application No. SP-75-19, subject to the following stipulated conditions:

- (A) Homeowners association ("HOA") documents shall not restrict the keeping of horses or other animals except as restricted by the ULDC.

- (B) HOA documents shall require that HOA maintain the bridal/multi-purpose trail within the Stirling Road right-of-way.
- (C) Developer shall provide final homeowners association documents to the Town Attorney for review and approval prior to issuance of the first building permit.
- (D) Construction of any models with associated signage and parking shall be subject to Town Council approval.
- (E) Any construction trailer shall be subject to Town Council approval.
- (F) Construct southbound left turn lane with 200 feet of storage and 100 feet of transition prior to issuance of the 4th building permit for a residence.

**Section 3. Effectuation.** The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 23<sup>rd</sup> day of May, 2019 on a motion by C/M Schroeder  
and seconded by C/M Fisikelli.

McKay \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Hartman \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

  
Doug McKay, Mayor

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith M. Poliakoff, Town Attorney

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

Thursday 7:00 PM

March 28, 2019

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Martin D. Sherwood, Town Financial Administrator

Council Member Freddy Fisikelli

Keith Poliakoff, Town Attorney

Council Member Denise Schroeder

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 8:34 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30th, 2018**

Town Financial Administrator Sherwood introduced Mo Arezza from Marcum, LLP the Town's external auditor. The Town's CAFR for Fiscal Year 2018 was presented with no material weaknesses in internal controls.

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

**MOTION:** TO APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED SEPTEMBER 30TH, 2018.

**4. Flamingo Road Land Use Plan Amendment**

CONSIDERATION OF AN APPLICATION TO AMEND THE TOWN OF SOUTHWEST RANCHES FUTURE LAND USE PLAN MAP TO CHANGE THE DESIGNATION OF 4.5 ACRES FROM RURAL RANCH TO COMMERCIAL, GENERALLY LOCATED AT THE SOUTHWEST QUADRANT OF FLAMINGO AND LURAY ROADS; AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO ALLOW FOR COMMERCIAL LAND USE ALONG A PORTION OF THE FLAMINGO ROAD CORRIDOR.

**NOTE: ITEM WAS REMOVED FROM THE AGENDA AS PART OF MOTION TO DENY COMPANION ITEM THAT WAS HEARD DURING THE LOCAL PLANNING AGENCY MEETING EARLIER IN THE EVENING.**

## **5. Site Plan Modification SP-70-18 - New Horizon Church - Staff Requesting a Tabling to April 11, 2019**

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

**MOTION:** TO TABLE THE SITE PLAN MODIFICATION TO APRIL 11, 2019.

## **7. Public Comment**

The following members of the public addressed the Town Council: David Sears, Newell Hollingsworth, Cecil Grow, and Debbie Green.

### Quasi-Judicial Hearing

## **6. Appeal of Town Administrator's Denial of an application for relief pursuant to TSWR, Sec155-070 - Existing Structures**

Assistant Town Administrator/Town Clerk Muniz swore in the witnesses.

Raul Gastesi, Attorney for the applicant introduced himself.

Town Attorney Poliakoff advised that Mr. Gastesi previously indicated that he had no witnesses, but now had one witness Mr. Brad McBride. Town Attorney Poliakoff advised that the Town was amendable to this request.

Town Planner Jeff Katims advised that the request for the appeal stemmed from the applicant's desire to be afforded relief for a barn that does not meet setback requirements. He advised that the specific requirement in the Town Code could be found in Section 155-070 (B). He proceeded to read that section of the Code. He provided the definition of a Farm in the Right to Farm Act and provided the basis for the Town's determination to deny the applicant's application for relief.

Attorney Gastesi wanted Mr. Katims to clarify the Town's position regarding barns built prior to the Town's incorporation that did not have an Agricultural Exemption. Mr. Katims stated that if the barn was built prior to the property owner receiving a farm certification from the Town and they did not have an Agricultural Exemption then the barn would be in violation. The only other option that would be available for relief would be a variance.

Town Attorney Poliakoff clarified the Town's position was that the structure was legally allowed to be constructed without a permit within the confines of the Right to Farm Act outlined in FS 604.50. The Town's position is that the property owners were not allowed to violate the Town's zoning requirements when it was built in 1999. As a result, because there was no Agricultural Exemption or farm certification from the Town at the time it was built then there is nothing in the Town's Code that would allow them to be "grandfathered in."

Attorney Gastesi presented his argument on behalf of his client and felt that the purpose of Town Code Section 155-070 was to grandfather these non-conforming structures.

Vice Mayor Jablonski indicated that the survey showed that the barn did not meet the setback requirements. Attorney Gastesi indicated that the barn was 48 feet 9 inches from the North property line and 47 feet 8 inches from the west Right-of-Way. Town Attorney Poliakoff corrected him indicating that the barn was actually 28.9 feet from the North property line and 35.6 from the West property line. Co-Counsel for the applicant Mark Gunderson argued the higher numbers were correct. Town Attorney Poliakoff corrected him indicating that he could not include the Right-of-Way in his calculation. Discussion ensued about the genesis of the complaint and Attorney Gastesi felt that his client was aggrieved while his neighbor to the south was unfairly being allowed to running a commercial business in a residential neighborhood.

Town Attorney Poliakoff clarified that Mr. McBride has never provided a survey indicating that he was erecting a fence on his own property.

Council Member Schroeder asked about the horse trail in front of McBride's property. She felt that the property was dedicated for a horse trail. Attorney Gastesi indicated that his client was willing to move the fence back "some" just not all the way back. Attorney Gastesi indicated that his client was willing to move the fence 16 feet from the road.

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

**MOTION:** TO EXTEND THE MEETING TO COMPLETE THE AGENDA.

The following members of the public addressed the Town Council on this issue: Joan Kenny, Carlos Perez, Jason Curtis, Kathy Cox, Julie Aiken, Fred Cox, Jim Laskey, Jason Halberg, Fred Segal, Mary Gay Chaples, David Kuczenski, Steve Breitzkreuz, and David Sears.

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

**MOTION:** TO APPROVE THE APPEAL OF THE TOWN ADMINISTRATOR'S DENIAL OF AN APPLICATION FOR RELIEF PURSUANT TO SECTION 155-070 OF THE TOWN'S CODE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Owners shall immediately dismiss with prejudice Case No. CACE 18-021480, which it filed against the Town.
2. Owners shall erect its new southern fence, with proper permits, at least twenty (20) feet from the edge of pavement.
3. Owners' southeast fence that was erected without a permit may remain until such time that it either needs to be replaced or repaired.

4. Owners will enter into the Town's standard Maintenance, Indemnification, and Work Agreement ("MIW") relating to all of its fencing that is located outside of its property line.
5. In the event that any of the structures located within the Town's right-of-way ever need to be repaired or replaced, they shall be moved outside of the Town's right-of-way, and placed within Owners' property, as specifically delineated in Owners' new survey.
6. The barn shall be vested in accordance with the Town's Code through 2035, thereafter it shall be demolished.
7. In the event that the barn is destroyed or needs major repairs prior to 2035, it must be reconstructed, with proper permits, in accordance with the Town's Code.
8. Owners will submit permit plans to reconstruct its fence within thirty (30) days.
9. Owner has fifteen (15) days to accept the above conditions of approval, if not, the appeal is deemed to be denied in accordance with the conditions delineated in the Town Administrator's findings, and based upon all evidence and testimony received at the public hearing held on March 28, 2019.

## **8. Board Reports**

No Board Reports were offered.

## **9. Council Member Comments**

Council Member Hartmann invited everyone to come out to the Country Estates HOA barbecue on March 30th at the Country Estates Park.

Council Member Schroeder indicated her displeasure with the residents of Sunshine Ranches in the way they treated her daughter when she spoke earlier in the meeting. She felt her daughter was owed an apology.

Vice Mayor Jablonski announced that the Sikh Society 5K would be held on Saturday, March 30th, and urged everyone to participate. He also mentioned the Country Estates HOA barbecue that would occur later that same day. He indicated that the Annual Easter Egg Hunt would take place on Sunday, April 7<sup>th</sup> at the Rolling Oaks Barn and was open to all Town residents. He also advised that the DMV FLOW program would be at held at Town Hall on April 25<sup>th</sup> and Volunteer Day would be celebrated at Town Hall prior to the Town Council Meeting on April 11<sup>th</sup>. Lastly, he discussed the new procedure for over the limit bulk waste. He discussed that if the pile was over the twelve (12) cubic yard limit it will not be picked up, but rather tagged for follow up. A supervisor will receive reports on all over the limit piles and will visit the locations the next day. Pictures will be taken to document the pile and the Town's General Services Manager will be notified and referred to Code. Bulk piles in excess of twelve (12) cubic yards a few days after the bulk day will be picked up and the property owner will be billed at \$17.50 per cubic yard over the limit.

## **10. Legal Comments**

Town Attorney Poliakoff offered no further legal comments. In response to Mayor McKay's question Town Attorney Poliakoff advised that Pembroke Pines has filed an appeal which would be heard on April 9<sup>th</sup> in West Palm Beach to overturn an earlier court decision that Pembroke Pines would not be granted Sovereign Immunity in their case involving Corrections Corporation

of America (CCA). He believed that the Court will uphold the decision that Pembroke Pines does not get Sovereign Immunity based on their deliberate action.

**11. Administration Comments**

Town Administrator Berns reminded everyone that on April 11<sup>th</sup> prior to the Town Council Meeting a reception would be held to recognize Town volunteers.

Ordinance – 1<sup>st</sup> Reading

**12.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PERTAINING TO THE REGULATION OF NEW COMMERCIAL PLANT NURSERIES AS A SPECIAL EXCEPTION USE; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY AMENDING SECTION 10-30, "TERMS DEFINED;" AMENDING ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTIONS 045-030, "GENERAL PROVISIONS" AND 045-050, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 60, "COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 100, "APPLICATION SUBMITTAL AND NOTICE PROCEDURES," SECTIONS 100-020, "GENERAL APPLICATION REQUIREMENTS," 100-030, "MINIMUM REQUIRED CONTENT FOR ALL PUBLIC HEARING NOTIFICATIONS," AND 100-060, "MAIL NOTICE REQUIREMENTS FOR PUBLIC HEARINGS;" CREATING ARTICLE 112, "SPECIAL EXCEPTION USES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held April 11, 2019}.

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

**MOTION:** TO TABLE THE ORDINANCE UNTIL MAY 23, 2019 AT 7 PM.

**13. Adjournment** - Meeting was adjourned at 11:58 PM.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this day of June 27, 2019.*

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*Doug McKay, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD

OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

DRAFT