Amended

Southwest Ranches Town Council

REGULAR MEETING

Agenda of December 16, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor	**Town Council**	**Town Administrator**	**Town Attorney**
Steve Breitkreuz	Jim Allbritton	Andrew D. Berns, MPA	Keith M. Poliakoff, J.D.
Vice Mayor	Bob Hartmann	**Town Financial Administrator**	**Assistant Town Administrator/Town Clerk**
Gary Jablonski	David Kuczenski	Martin Sherwood, CPA CGFO	Russell C. Muniz, MPA

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**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. MARTELL WAIVER OF PLAT, WP-31-21

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-31-21 TO SUBDIVIDE 4.39 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.03 AND 2.26 NET ACRES; GENERALLY LOCATED AT THE NORTHEAST QUADRANT OF THE SW 54TH PLACE INTERSECTION WITH SW 208 LANE; LEGALLY DESCRIBED AS TRACT 64 LESS THE WEST 25 FEET, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND LESS THAT PORTION OF TRACT 64 DESCRIBED IN EXHIBIT “A” HERETO; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE. **{STAFF REQUESTING A TABLING TO JANUARY 27, 2022}**

4. RESOLUTION CORRECTING AKAI EASEMENT VACATIONS

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CORRECTING RESOLUTION NO. 2017-18 BY CLARIFYING AND AFFIRMING THAT THE RESOLUTION VACATED AND ABANDONED EASEMENTS FOR DRAINAGE, UTILITIES, INGRESS AND EGRESS, LAKE, AND LAKE MAINTENANCE INCLUDED IN EXHIBIT “A” TO THE RESOLUTION, SUCH EASEMENTS LOCATED WITHIN THE TARA PLAT, AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS; FURTHER CLARIFYING AND AFFIRMING THAT RESOLUTION NO. 2017-18 ACCEPTED NEW EASEMENTS FOR DRAINAGE, UTILITIES, INGRESS AND EGRESS, LAKE MAINTENANCE, AND FIRE DEPARTMENT TURNAROUND INCLUDED IN EXHIBIT “B” TO THE RESOLUTION, SUCH EASEMENTS LOCATED WITHIN THE TARA PLAT; GENERALLY LOCATED ON THE WEST SIDE OF UNIMPROVED SW 184TH AVENUE AND SOUTH OF GRIFFIN ROAD; PROVIDING FOR MAINTENANCE OF THE EASEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

5. 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.

6. Board Reports

7. Council Member Comments

8. Legal Comments

9. Administration Comments

Ordinance - 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2022-2026 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - November 18, 2021}

Ordinance - 1st Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN POWERLINE TRANSMISSION EASEMENTS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN SURFACE WATER MANAGEMENT AREAS AND DRAINAGE EASEMENTS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 90, "SUBDIVISION DESIGN AND ACCESS STANDARDS," SECTION 090-080, "ACCESS TO DEVELOPMENT," TO MODIFY STANDARDS FOR CERTAIN INGRESS/EGRESS EASEMENTS BY NARROWING THE EASEMENTS REQUIRED TO SERVE UP TO FOUR LANDLOCK

PLOTS OF LAND; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

14. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITIONS," SECTION 010-030, "TERMS DEFINED" TO AMEND THE MEANING OF THE TERM, "FLAG PLOT;" AMENDING ARTICLE 15, "GENERAL PROVISIONS," SECTION 015-110, "FLAG PLOTS," TO REVISE THE STANDARDS FOR FLAG PLOTS AND PROVIDING FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

15. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC")," ARTICLE 115, "PLATTING AND SUBDIVISION OF LAND," DIVISION 1., "PLATTING," SECTION 115-010, "APPLICABILITY," AND DIVISION 2., "WAIVER OF PLAT," SECTION 115-070, "PURPOSE," TO RESTRICT THE USE OF THE WAIVER OF PLAT PROCESS FOR SUBDIVISION AND MAKE CHANGES OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

16. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 140 ENTITLED, "VARIANCES," SECTION 140-020 "AUTHORITY" TO EXPAND THE TOWN COUNCIL'S AUTHORITY TO GRANT VARIANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

<u>Resolutions</u>

17. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING A GRANT AGREEMENT IN THE AMOUNT OF FORTY-SIX THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS ($46,377.50) WITH THE STATE OF FLORIDA DIVISION OF STATE FIRE MARSHAL FLORIDA FIREFIGHTER ASSISTANCE PROGRAM GRANT TO PURCHASE FIVE (5) SELF-CONTAINED BREATHING APPARATUS; APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS ($46,000.00) WITH MUNICIPAL EMERGENCY SERVICES TO PURCHASE THE EQUIPMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022 ADOPTED TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

18. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

19. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

20. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

21. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

22. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

23. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

24. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING THE "PUBLIC SAFETY AND TRAFFIC COMMITTEE", FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL OF PUBLIC SAFETY AND TRAFFIC RELATED ISSUES; PROVIDING FOR THE BOARD'S GOALS, OBJECTVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

25. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXPRESSING ITS SUPPORT OF THE BROWARD COUNTY AUDIT OF THE ANIMAL CARE AND**

ADOPTION DIVISION, REPORT NO. 21-05, DATED DECEMBER 16, 2020; PROVIDING FOR ITS SUPPORT OF THE IMPLEMENTATION OF GUIDELINES AND BEST PRACTICES BY THE ANIMAL CARE AND ADOPTION DIVISION WITH THE GOAL OF PROVIDING BETTER CARE FOR THE DOGS AND CATS MAINTAINED AT THE SHELTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

26. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC. AS AN AUTHORIZED PROVIDER OF FIRE SERVICES TO THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

Discussion

27. Annual Review of Charter Officials

28. Approval of Minutes

- **a. October 14, 2021 Regular Meeting**
- **b. October 28, 2021 Regular Meeting**
- **c. November 18, 2021 Regular Meeting**

29. Adjournment

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

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

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

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: MARTELL WAIVER OF PLAT, WP-31-21

STAFF REQUESTING A TABLING TO JANUARY 27, 2022

Recommendation

Staff finds that the application satisfies the minimum dimensional, area and access requirements for subdivision in the A-1 district.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Mary Katherine Boyett-Martell and Lawrence Martell request approval of a Waiver of Plat to subdivide their 4.29 acres of property at 5380 SW 208 Lane into two parcels of 2.26 and 2.03 acres of net area.

The filing of this Application preceded the Council's enactment of a zoning in progress for Waiver of Plat applications, thereby authorizing the Council to consider the Application. It is also noted that the Council approved Application No. VC-30-21 on October 14, 2021, vacating a road easement within the Property.

Fiscal Impact/Analysis

N/A

Staff Contact:
Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
WP-31-21 Resolution - TA Approved	12/8/2021	Resolution
Staff report	12/10/2021	Executive Summary
Survey (scanned)	12/10/2021	Backup Material
Survey	12/10/2021	Backup Material

STAFF REQUESTING A TABLING TO JANUARY 27, 2022

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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, ***Mayor***
Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: RESOLUTION CORRECTING AKAI EASEMENT VACATIONS

Recommendation
Staff recommends approval.

Unanimous Vote of the Town Council Required?
Yes

Strategic Priorities

A. Sound Governance

Background
The Council approved the Akai Estates site plan in December of 2016. The site plan involved changes to the alignments, dimensions and configurations of various easements within the site, largely due to changes required by SBDD, and also due to changes in temporary access configuration.

The changes to the various easements required the Town to first abandon the existing easements and then accept the newly configured easements. This was accomplished via Resolution No. 2017-18. SBDD also went through this process.

It was later realized that the Resolution only referenced abandonment and dedication of drainage easements, although the exhibits to the Resolution reflected several types of easements to be abandoned and dedicated, including those for utilities, lake, lake maintenance, and ingress/egress.

The attached Resolution clarifies and corrects Resolution No. 2017-18 to align the title and enabling language with the full scope of easements included as exhibits to be abandonment and dedicated, respectively.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Corrective Resolution	12/8/2021	Resolution
Exhibit - Part 1	12/8/2021	Exhibit
Exhibit - Part II	12/8/2021	Resolution

RESOLUTION NO. 2022-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CORRECTING RESOLUTION NO. 2017-18 BY CLARIFYING AND AFFIRMING THAT THE RESOLUTION VACATED AND ABANDONED EASEMENTS FOR DRAINAGE, UTILITIES, INGRESS AND EGRESS, LAKE, AND LAKE MAINTENANCE INCLUDED IN EXHIBIT "A" TO THE RESOLUTION, SUCH EASEMENTS LOCATED WITHIN THE TARA PLAT, AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS; FURTHER CLARIFYING AND AFFIRMING THAT RESOLUTION NO. 2017-18 ACCEPTED NEW EASEMENTS FOR DRAINAGE, UTILITIES, INGRESS AND EGRESS, LAKE MAINTENANCE, AND FIRE DEPARTMENT TURNAROUND INCLUDED IN EXHIBIT "B" TO THE RESOLUTION, SUCH EASEMENTS LOCATED WITHIN THE TARA PLAT; GENERALLY LOCATED ON THE WEST SIDE OF UNIMPROVED SW 184TH AVENUE AND SOUTH OF GRIFFIN ROAD; PROVIDING FOR MAINTENANCE OF THE EASEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Akai Estates, LLC, is the owner ("Owner") of the property legally described as:

All of TARA, according to the plat thereof, as recorded in Plat Book 162, Page 40 of the Public Records of Broward County, Florida (the "Plat");

WHEREAS, Owner sought to vacate several drainage easements located within the Plat as delineated in Exhibit "A" of Resolution No. 2017-18 via Town of Southwest Ranches Application No. VC-26-17; and

WHEREAS, the Plat dedicated the drainage easements to the South Broward Drainage District ("SBDD"), and granted an easement to the public for public roadway stormwater drainage, flowage and storage within, on and through the drainage easements, canal easements and drainage easements; and

WHEREAS, changes to hydrological conditions and necessary reconfiguration of the access to the Plat required modifications to the platted easements for drainage, utilities, lake, lake maintenance, and ingress and egress within the Plat, and replacement with new easements for drainage, utilities, lake maintenance, ingress and egress, and fire department turnaround; and

WHEREAS, the SBDD vacated the drainage easements in Exhibit "A" of Resolution No. 2017-18, and accepted new drainage easements as delineated in Exhibit "B", of Resolution No. 2017-18 in May 2016; and

WHEREAS, the Town Council held a duly noticed public hearing on December 8, 2016, to approve Vacation Application No. VC-26-17 and pass Resolution No. 2017-18 to vacate the easements in Exhibit "A" thereto—including easements for utilities, lake, lake maintenance, ingress and egress, and accept the new drainage easements consistent with the action of the SBDD, as set forth above, and the new easements for lake maintenance, ingress and egress, and fire department turnaround in Exhibit "B" thereto; and

WHEREAS, the title and several enabling provisions of Resolution No. 2017-18 did not reference the full scope of easements being vacated and granted in its Exhibits "A" and "B" respectively; and

WHEREAS, the Town Council wishes to correct and clarify Resolution No. 2017-18 to reflect that all easements in its Exhibit "A" and depicted and described in this Resolution are vacated and abandoned, and that all easements in its Exhibit "B" and depicted and described in this Resolution are granted to and accepted by the Town.

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

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

Section 2. Vacation. It is hereby determined that it is necessary and appropriate to vacate the easements described in Exhibit "A" to Resolution No. 2017-18 and attached hereto and made a part hereof and that it is in the public interest that they be abandoned and vacated, and that they be released from any and every public right, use, title and interest, except as hereinafter provided. The subject easements for drainage, utilities, lake, lake maintenance, and ingress and egress are hereby vacated and abandoned, and are hereby released and discharged of any and every public right, title and interest of the Town of Southwest Ranches.

Section 3. Dedication. The Town Council of the Town of Southwest Ranches, Florida hereby accepts Owner's grant of the new easements for drainage, utilities, lake maintenance, ingress and egress, and fire turnaround described in Exhibit "B" to Resolution No. 2017-18, and attached hereto and made a part hereof.

Section 4. Maintenance. The Owner, and its successors and assigns, shall be responsible for maintaining all of the new easements described in said Exhibit "B," attached hereto, in perpetuity unless SBDD, or another governmental entity, has formally accepted responsibility for maintenance. The Town of Southwest Ranches shall have no responsibility for maintaining the property within the new easements described in Exhibit "B."

Section 5. 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 6. Recordation. This Resolution shall be recorded in the Public Records of Broward County, Florida.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December 2021 on a motion by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
ATTEST: Steve Breitkreuz, Mayor

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, J.D., Town Attorney
1001.807.01

ATTACHMENTS:

EXHIBIT "A" - DESCRIPTIONS FOR EASEMENTS TO BE ABANDONED

EXHIBIT "B" - DESCRIPTIONS FOR EASEMENTS TO BE GRANTED

THESE EXHIBITS ARE AVAILABLE FOR EXAMINATION IN THE TOWN CLERK'S OFFICE AND CAN BE MADE AVAILABLE UPON REQUEST.

ATTACHMENT "B"

SKETCHES AND LEGAL DESCRIPTIONS FOR EASEMENTS TO BE GRANTED

RESOLUTION NO. 2017-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING AND ABANDONING SEVERAL PLATTED DRAINAGE EASEMENTS LOCATED WITHIN THE TARA PLAT, AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS AND ACCEPTING NEW DRAINAGE EASEMENTS; GENERALLY LOCATED ON THE WEST SIDE OF UNIMPROVED SW 184TH AVENUE AND SOUTH OF GRIFFIN ROAD; PROVIDING FOR MAINTENANCE OF THE EASEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Akai Estates, LLC, is the owner ("Owner") of the property legally described as:

All of TARA, according to the plat thereof, as recorded in Plat Book 162, Page 40 of the Public Records of Broward County, Florida **(the "Plat");**

WHEREAS, Owner seeks to vacate several drainage easements located within the Plat as delineated in Exhibit "A" attached hereto and made a part hereof, via Town of Southwest Ranches Application No. VC-26-17 ("Platted Easements"); and

WHEREAS, the Plat dedicates the Platted Easements to the South Broward Drainage District ("SBDD"), and grants an easement to the public for public roadway stormwater drainage, flowage and storage within, on and through the drainage easements, canal easements and drainage easements; and

WHEREAS, changes to hydrological conditions and necessary reconfiguration of the access to the Plat require modifications to the Platted Easements within the Plat; and

WHEREAS, in order to modify the Platted Easements, they must first be vacated and then replaced, as applicable, with new easements of the desired dimensions; and

WHEREAS, the SBDD vacated the Platted Easements and accepted new drainage easements as delineated in Exhibit "B", attached hereto and made a part hereof, in May, 2016 ("New Easements"); and

WHEREAS, the Town Council held a duly noticed public hearing on December 8, 2016, to consider Vacation Application No. VC-26-17 to vacate the Platted Easements and grant the New Easements consistent with the action of the SBDD, as set forth above; and

WHEREAS, the Town Council finds that the vacation of the Platted Easements and dedication of the New Easements serves a legitimate public purpose.

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

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

Section 2. Vacation. It is hereby determined that it is necessary and appropriate to vacate the Platted Easements described in Exhibit "A", attached hereto and made a part hereof, and that it is in the public interest that they be abandoned and vacated, and that they be released from any and every public right, use, title and interest, except as hereinafter provided. The subject drainage easements are hereby vacated and abandoned, and are hereby released and discharged of any and every public right, title and interest of the town of Southwest Ranches.

Section 3. Dedication. The Town Council of the Town of Southwest Ranches, Florida hereby accepts Owner's grant of the New Easements described in Exhibit "B", attached hereto and made a part hereof, for drainage of public roads.

Section 4. Maintenance. The Owner, and its successors and assigns, shall be responsible for maintaining all of the New Easements unless SBDD has accepted responsibility for maintenance. The Town of Southwest Ranches shall have no responsibility for maintaining the property within the New Easements.

Section 5. 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 6. Recordation. This Resolution shall be recorded in the Public Records of Broward County, Florida.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of December, 2016 on a motion by _____ and seconded by _____.

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

ATTEST: _____
Doug McKay, Mayor

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/16/2021
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation
Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background
Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning

purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least $25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the "General Fund"). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Assistant Town Planner
Emily McCord Aceti, Community Services Manager
Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - TA Approved	10/22/2021	Ordinance
CIE GOPS	10/22/2021	Exhibit
CIE Supporting Documents	10/22/2021	Exhibit

ORDINANCE

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2022-2026 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on _____, 2021 and recommends the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Five-Year Schedule of Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 3. Conflicts. All Ordinances or parks of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this _____ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

_____

Steve Breitkreuz, Mayor

Attest:

_____

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, Town Attorney

1001.732.01

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

{9J-5.016(3)(a)}

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5}

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c

- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7}

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2}

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7}

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be as follows:
School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 110% FISH capacity

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five-year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

Measurement:

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long-Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.

2. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.

3. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.

4. Evaluate the public benefits of annexing lands into the Town.

5. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.

6. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.

7. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.

8. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.

9. Encourage enforcement of the Town's current land development regulations.

10. Analyze the 2010 Census data and evaluate the Comprehensive Plan to reflect new data.

11. Develop and maintain a tertiary drainage plan for all the areas within our Town.

12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.

14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.

15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2022 - FY 2026

Department Name	Project Name	FY 2022	_	FY 2023	_	FY 2024	_	FY 2025	_	FY 2026	_	Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety-Fire Rescue Apparatus Protective Awning	21,298	FA	-	_	-	_	-	_	-	_	21,298
	Emergency Operations Center	-	_	-	_	-	_	-	_	5,400,000	NF	5,400,000
Townwide / Capital Projects Fund	TH Complex Safety, Drainage, Mitigation Improvements	180,000	G	-	_	-	_	-	_	-	_	180,000
Parks, Recreation & Open Space/ Capital Projects Fund	Southwest Meadows Sanctuary Park	60,000	CIP-FB	508,406	NF	518,406	NF	518,406	NF	518,406	NF	2,123,624
	Calusa Corners Park	27,450	CIP-FB	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,233,175
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	Frontier Trails Conservation Area	60,000	NF	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,939,650
	PROS Entranceway Signage	60,000	NF	40,000	NF	-	_	-	_	-	_	100,000
-	-	-	-	-	-	-	-	-	-	-	-	-
Public Works: Engineering/ Transportation Fund	Surface & Drainage Ongoing Rehabilitation (TSDOR): Surtax	1,960,210	STx	-	_	-	_	-	_	-	_	1,960,210
	Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	83,790	TFB (mill=none)	155,000	GF-Tfr (mill=TBD)	155,000	GF-Tfr (mill=TBD)	155,000	GF-Tfr (mill=TBD)	155,000	GF-Tfr (mill=TBD)	703,790
	Drainage Improvement Projects: Surtax	-	_	-	_	-	_	-	_	4,566,042	NF	4,566,042
	Drainage Improvement Projects: Non-Surtax	999,514	G, TFB, GF Tfr, GF FB	306,310	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	1,719,824
	Pavement Striping and Markers	14,265	TFB	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	94,265
	Guardrails Installation Project	390,000	NF	390,000	NF	205,000	NF	205,000	NF	-	_	1,190,000
	Street Lighting	-	_	25,000	TBF	201,000	NF	196000	NF	_	_	422,000
	PROJECT TOTALS	**$4,036,527**		**$2,070,716**		**$2,234,131**		**$2,377,131**		**$12,150,373**		**$22,868,878**

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
STx	Mobility Advancement Program/Transportation Surtax
TFB	Transportation Fund Fund Balance

The following documents are hereby incorporated by reference:
* Broward County Transportation Improvement Program for FY 2021/22 – 2025/26
* Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
*FDOT Adopted Work Program FY 2021/22 – 2025/26
* The City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply. will be provided for the limited number of properties that are or will be served by City of Sunrise.
*The Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2022-2026): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two-lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:
* Broward County Transportation Improvement Program for FY 2021/22 – 2025/26
* Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
*FDOT Adopted Work Program FY 2021/22 – 2025/26

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The Town hereby adopts by reference the City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply to the limited number of properties served by the system.

The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein for the purpose of ensuring adequate water supply to the limited number of properties served by the system.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY 2021/22 – 2025/26 is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long-term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trials, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS for each public elementary, middle, and high school within Broward County is as follows:

> School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
>
> School Type B is a bounded elementary, middle or high school that has less than

the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The adopted LOS will be met within the short and long-range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY 2021/22 – 2025/26 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities
There are no public education facilities within the Town of Southwest Ranches.

Public Health Facilities
There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms
The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund
As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund
Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended

reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five-year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long-Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2022 - FY 2026

Department Name	Project Name	FY 2022	_	FY 2023	_	FY 2024	_	FY 2025	_	FY 2026	_	Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety-Fire Rescue Apparatus Protective Awning	21,298	FA	-	_	-	_	-	_	-	_	21,298
	Emergency Operations Center	-	_	-	_	-	_	-	_	5,400,000	NF	5,400,000
Townwide / Capital Projects Fund	TH Complex Safety, Drainage, Mitigation Improvements	180,000	G	-	_	-	_	-	_	-	_	180,000
Parks, Recreation & Open Space/ Capital Projects Fund	Southwest Meadows Sanctuary Park	60,000	CIP-FB	508,406	NF	518,406	NF	518,406	NF	518,406	NF	2,123,624
	Calusa Corners Park	27,450	CIP-FB	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,233,175
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	Frontier Trails Conservation Area	60,000	NF	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,939,650
	PROS Entranceway Signage	60,000	NF	40,000	NF	-	_	-	_	-	_	100,000
-	-	-	-	-	-	-	-	-	-	-	-	-
Public Works: Engineering/ Transportation Fund	Surface & Drainage Ongoing Rehabilitation (TSDOR): Surtax	1,960,210	STx	-	_	-	_	-	_	-	_	1,960,210
	Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	83,790	TFB (mill=none)	155,000	GF-Tfr (mill=TBD)	155,000	GF-Tfr (mill=TBD)	155,000	GF-Tfr (mill=TBD)	155,000	GF-Tfr (mill=TBD)	703,790
	Drainage Improvement Projects: Surtax	-	_	-	_	-	_	-	_	4,566,042	NF	4,566,042
	Drainage Improvement Projects: Non-Surtax	999,514	G, TFB, GF Tfr, GF FB	306,310	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	1,719,824
	Pavement Striping and Markers	14,265	TFB	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	94,265
	Guardrails Installation Project	390,000	NF	390,000	NF	205,000	NF	205,000	NF	-	_	1,190,000
	Street Lighting	-	_	25,000	TBF	201,000	NF	196000	NF	_	_	422,000
	PROJECT TOTALS	**$4,036,527**		**$2,070,716**		**$2,234,131**		**$2,377,131**		**$12,150,373**		**$22,868,878**

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
STx	Mobility Advancement Program/Transportation Surtax
TFB	Transportation Fund Fund Balance

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: ORDINANCE EXCLUDING PRIMARY POWER TRANSMISSION EASEMENTS FROM NET LOT AREA

Recommendation
The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?
Yes

Strategic Priorities

A. Sound Governance

Background
On March 25, 2021, the Town Council passed Resolution No. 2021-037 to establish a zoning in progress (which has since expired), prohibiting subdivision of properties encumbered by primary power line transmission easements in the Rural Estate district. The Council tasked the CPAB with producing an ordinance for Council consideration.

The CPAB voted 7-1 to recommend the attached Ordinance, which excludes primary power line transmission easements from net lot area calculations in all zoning districts, not just the Rural Estate district.

The Ordinance would apply to parcels that are currently large enough to be subdivided. Any

legally existing lot of record that would not meet the minimum net lot area requirement because of this Ordinance would become grandfathered as a [legal] nonconforming lot of record.

Fiscal Impact/Analysis
N/A

Staff Contact:
Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Powerlines Ordinance - TA Approved	12/10/2021	Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN POWERLINE TRANSMISSION EASEMENTS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, primary electrical power transmission easements occupy easements up to 180 feet in width within the Town of Southwest Ranches; and

WHEREAS, Florida Power and Light limits the types and extent of improvements within these easements; and

WHEREAS, the physical obstructions created by the transmission towers and restriction on improvements within the easements reduce the net functional plot area; and; and

WHEREAS, the Town Council finds that primary electrical power transmission easements should not be credited toward net lot area in the rural residential zoning districts.

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

Section 1. Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. Amendment to Definitions. Article 10, "Definition of Terms," Section 010-030, "Terms defined" is hereby amended as follows:

* * *

Acre, net. The term "net acre" means forty-three thousand five hundred sixty (43,560) square feet of land which includes contiguous, private property under the same ownership, excluding the following:

(1) Any easement, reservation or other encumbrance existing, in whole or in part, for the purpose of providing access to real property, provided that an easement for ingress/egress and utilities shall be included as net acreage if the town requires the easement to be granted for the purpose of fully accommodating a town capital improvement to an existing street; and

(2) Water bodies that are not wholly contained within a single plot, including but not limited to, canals, wet retention areas and lakes.

(3) Powerline transmission easements 50 feet or greater in width.

* * *

Section 3 . **Amendment to minimum plot size and dimensions.** Article 45, "Agricultural and Rural Districts," Section 045-070, "Minimum plot size and dimensions," is hereby amended as follows:

(A) *Agricultural districts.*

(1) Any plot in an agricultural district shall have at least one (1) dimension of two hundred fifty (250) feet.

(2) No plot within an agricultural zoning district shall be developed for residential use unless the plot contains two (2) net or two and one-half (2½) gross acres of plot area, unless the plot satisfies one (1) of the exceptions listed in subparagraphs a. through h. below, in addition to subparagraph i.:

a. Became undersized due to a right-of-way dedication or change in district regulations prior to the adoption of the ordinance from which this ULDC is derived; or

b. Is specifically designated on a plat approved by the board or county commissioners prior to May 16, 1979; or

c. Was of public record prior to May 16, 1979, and has not been at any time since the effective date of county Ordinance No. 79-34 (May 30, 1979), contiguous with another parcel in common ownership that could be combined into a single parcel of at least two (2) net acres, and which has received the approval of the applicable agency for a sewage disposal system; or

d. Is exempted from the minimum plot size requirement under the "Developed Areas" provision of the comprehensive plan; or

e. Was of public record as of October 6, 2005, and became nonconforming as a result of Town Ordinance No. 2006-02 (see section 010-030, definition of "Acre, net"), which excluded access easements and reservations from counting towards net plot area; or

f. Was of public record as of March 2, 2006, and became nonconforming as a result of Town Ordinance No. 2006-06 (see section 010-030, definition of "Acre, net"), which excluded drainage canals and lakes from counting towards net plot area; ~~and~~ or

g. Was of public record as of [date of adoption of ordinance] and became nonconforming as a result of Town Ordinance No. 2022-XXX (see section 010-030, definition of "Acre, net"), which excluded certain powerline transmission easements from counting toward net plot area; or

h. Reserved. [and,]

~~g~~ i. Has not, at any time subsequent to May 8, 2003, been under common ownership with a contiguous lot that, if combined, would form a single conforming lot (this provision does not apply to "Developed Areas" under subsection (A)(2)d of this section).

(B) *Rural ranches district.* Every plot in a RR district shall be not less than one-hundred twenty-five (125) feet in width and shall contain not less than two (2) net or two and one-half (2½) gross acres unless the plot satisfies one (1) of the plot size exceptions established in sub~~section~~paragraphs (A)(2) b, c, d, e, ~~or~~ f, g, or h, and subject to subparagraph ~~g~~ i. of this section, or has a minimum area of eighty thousand (80,000) square feet in net area, of record as of February 8, 1993.

(C) *Rural estate district.*

(1) Every plot in an RE district shall be not less than one hundred twenty-five (125) feet in width and contain not less than one (1) net acre. One-family dwellings may be permitted on smaller plots which satisfy one (1) of the ~~six (6)~~ exceptions listed below in subparagraphs a. through h. ~~an~~ in addition to satisfying ~~subsection~~ ~~(C)(1)g~~ subparagraph i. ~~of this section~~:

a. Contain thirty-five thousand (35,000) square feet or more in net area and are not less than one hundred twenty-five (125) feet in width and:

1. Were of public record prior to September 18, 1979; and

2. Have not been at any time since September 18, 1979, contiguous with another plot in common ownership which could be combined into a single plot of at least one (1) gross acre; or

b. Are included within an approved plat in which the average density is not more than one (1) dwelling unit per gross acre, as defined in the comprehensive plan; or

c. Comply with requirements of exemptions for developed areas specified in the comprehensive plan; or

d. Were of public record as of October 6, 2005, and became nonconforming as a result of Town Ordinance No. 2006-02 (see section 010-030, definition of "Acre, net"), which excluded access easements and reservations from counting towards net plot area; or

e. Was of public record as of March 2, 2006, and became nonconforming as a result of Town Ordinance No. 2006-06, (see section 010-030, definition of "Acre, net"), which excluded drainage canals and lakes from counting towards net plot area; or

f. Was of public record as of [date of adoption of ordinance] and became nonconforming as a result of Town Ordinance No. 2021-XXX (see section 010-030, definition of "Acre, net"), which excluded certain powerline transmission easements from counting toward s net plot area; or

g. Reserved.

h ~~f~~. When a plot which was recorded prior to January 1, 1973, and contained thirty-five thousand (35,000) square feet or more in area

was reduced in size due to dedication for right-of-way, the resulting plot need be no larger than one hundred twenty-five (125) feet in width and thirty thousand (30,000) square feet in net area. Said plot shall not be further subdivided; and

i ~~g~~. Has not at any time subsequent to May 8, 2003, been under common ownership with a contiguous lot that, if combined, would form a single conforming lot (this provision does not apply to "Developed Areas" under subsection (A)(2)d of this section).

Section 4: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

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

Section 6: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____.

[Signatures on Following Page]

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____

Steve Breitkreuz, Mayor

ATTEST:

_____

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

1001.818.01

Town of Southwest Ranches
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Martin D. Sherwood, CPA, CGMA, CGFO, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: ORDINANCE EXCLUDING CERTAIN DRAINAGE EASEMENTS FROM NET LOT AREA

Recommendation

The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

On March 25, 2021, the Town Council passed Resolution No. 2021-037 to establish a zoning in progress (which has since expired), prohibiting subdivision of properties encumbered by stormwater retention areas in the Rural Estate district. The Council tasked the CPAB with producing an ordinance for Council consideration.

The CPAB voted 8-0 to recommend the attached Ordinance, which excludes surface water management areas more than 10 feet in width from net lot area calculations in all zoning districts, not just the Rural Estate district.

The Ordinance would apply to parcels that are currently large enough to be subdivided. Any legally existing lot of record that would not meet the minimum net lot area requirement because of this Ordinance would become grandfathered as a [legal] nonconforming lot of record.

Fiscal Impact/Analysis
N/A

Staff Contact:
Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
SFWMAs Ordinance - TA Approved	12/10/2021	Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN SURFACE WATER MANAGEMENT AREAS AND DRAINAGE EASEMENTS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the South Florida Regional Climate Change Compact has adopted sea level rise projections of up to 17 inches by 2040 and 54 inches by 2070; and

WHEREAS, the projected rise in sea level rise is expected to increase flooding by causing a commensurate increase in the groundwater table elevation, thereby reducing the ability of rainfall to infiltrate and be stored in the soil (Decker et al., 2019; Sukop et al., 2018); and

WHEREAS, flooding as a consequence of groundwater rise and reduced soil storage is anticipated to double or triple in flood frequency over the next 40 years (Sukop et al., 2018; Obeysekera et al., 2019); and

WHEREAS, large portions of Southwest Ranches have among the lowest ground elevations and highest relative groundwater elevations in Broward County; and

WHEREAS, the already substantial unusable area of residential plots in portions of the Town during rainy season, resulting from saturated soil and standing water, will be exacerbated in severity, extent and duration by rising groundwater elevations; and

WHEREAS, the Town Council of the Town of Southwest Ranches ("Town Council") finds that it is in the best interest of the public health, safety and welfare that new subdivisions provide dedicated stormwater retention areas outside of individual plots, or provide additional plot area for stormwater retention, so as to preserve most of the minimum required plot area for residential and agricultural uses.

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

Section 1. Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. Amendment to Definitions. Article 10, "Definition of Terms," Section 010-030, "Terms defined" is hereby amended as follows:

* * *

Acre, net. The term "net acre" means forty-three thousand five hundred sixty (43,560) square feet of land which includes contiguous, private property under the same ownership, excluding the following:

(1) Any easement, reservation or other encumbrance existing, in whole or in part, for the purpose of providing access to real property, provided that an easement for ingress/egress and utilities shall be included as net acreage if the town requires the easement to be granted for the purpose of fully accommodating a town capital improvement to an existing street; and

(2) Water bodies that are not wholly contained within a single plot, including but not limited to, canals, wet retention areas and lakes; and

(3) Reserved

(4) Portions of surface water management areas, drainage easements or equivalent areas, designated by the Town or applicable drainage district for

retaining or conveying stormwater, that exceed ten (10) feet in width measured along each property line.

* * *

Section 3 . **Amendment to minimum plot size and dimensions.** Article 45, "Agricultural and Rural Districts," Section 045-070, "Minimum plot size and dimensions," is hereby amended as follows:

(A) *Agricultural districts.*

(1) Any plot in an agricultural district shall have at least one (1) dimension of two hundred fifty (250) feet.

(2) No plot within an agricultural zoning district shall be developed for residential use unless the plot contains two (2) net or two and one-half (2½) gross acres of plot area, unless the plot satisfies one (1) of the exceptions listed in subparagraphs a. through h. below, in addition to subparagraph i.:

a. Became undersized due to a right-of-way dedication or change in district regulations prior to the adoption of the ordinance from which this ULDC is derived; or

b. Is specifically designated on a plat approved by the board or county commissioners prior to May 16, 1979; or

c. Was of public record prior to May 16, 1979, and has not been at any time since the effective date of county Ordinance No. 79-34 (May 30, 1979), contiguous with another parcel in common ownership that could be combined into a single parcel of at least two (2) net acres, and which has received the approval of the applicable agency for a sewage disposal system; or

d. Is exempted from the minimum plot size requirement under the "Developed Areas" provision of the comprehensive plan; or

e. Was of public record as of October 6, 2005, and became nonconforming as a result of Town Ordinance No. 2006-02 (see section 010-030, definition of "Acre, net"), which excluded access easements and reservations from counting towards net plot area; or

f. Was of public record as of March 2, 2006, and became nonconforming as a result of Town Ordinance No. 2006-06 (see section 010-030,

definition of "Acre, net"), which excluded drainage canals and lakes from counting towards net plot area; ~~and~~ or

g. Reserved.

h. Was of public record as of [date of adoption of ordinance] and became nonconforming as a result of Town Ordinance No. 2022-XXX (see section 010-030, definition of "Acre, net"), which excluded certain surface water management areas and drainage easements from counting toward net plot area; and

~~g~~ i. Has not, at any time subsequent to May 8, 2003, been under common ownership with a contiguous lot that, if combined, would form a single conforming lot (this provision does not apply to "Developed Areas" under subsection (A)(2)d of this section).

(B) *Rural ranches district.* Every plot in a RR district shall be not less than one-hundred twenty-five (125) feet in width and shall contain not less than two (2) net or two and one-half (2½) gross acres unless the plot satisfies one (1) of the plot size exceptions established in sub~~section~~paragraphs (A)(2) b, c, d, e, ~~or~~ f, g or h. and subject to subparagraph ~~g~~ i. of this section, or has a minimum area of eighty thousand (80,000) square feet in net area, of record as of February 8, 1993.

(C) *Rural estate district.*

(1) Every plot in an RE district shall be not less than one hundred twenty-five (125) feet in width and contain not less than one (1) net acre. One-family dwellings may be permitted on smaller plots which satisfy one (1) of the ~~six (6)~~ exceptions listed below in subparagraphs a. through h. ~~and~~ in addition to satisfying subparagraph ~~subsection (C)(1)g~~ i. ~~of this section~~:

a. Contain thirty-five thousand (35,000) square feet or more in net area and are not less than one hundred twenty-five (125) feet in width and:

1. Were of public record prior to September 18, 1979; and

2. Have not been at any time since September 18, 1979, contiguous with another plot in common ownership which could be combined into a single plot of at least one (1) gross acre; or

b. Are included within an approved plat in which the average density is not more than one (1) dwelling unit per gross acre, as defined in the comprehensive plan; or

c. Comply with requirements of exemptions for developed areas specified in the comprehensive plan; or

d. Were of public record as of October 6, 2005, and became nonconforming as a result of Town Ordinance No. 2006-02 (see section 010-030, definition of "Acre, net"), which excluded access easements and reservations from counting towards net plot area; or

e. Was of public record as of March 2, 2006, and became nonconforming as a result of Town Ordinance No. 2006-06, (see section 010-030, definition of "Acre, net"), which excluded drainage canals and lakes from counting towards net plot area; or

f. Reserved.

g. Was of public record as of [date of adoption of ordinance] and became nonconforming as a result of Town Ordinance No. 2021-XXX (see section 010-030, definition of "Acre, net"), which excluded certain surface water management areas and drainage easements from counting toward s net plot area; or

h ~~f~~. When a plot which was recorded prior to January 1, 1973, and contained thirty-five thousand (35,000) square feet or more in area was reduced in size due to dedication for right-of-way, the resulting plot need be no larger than one hundred twenty-five (125) feet in width and thirty thousand (30,000) square feet in net area. Said plot shall not be further subdivided; and

~~g~~ i. Has not at any time subsequent to May 8, 2003, been under common ownership with a contiguous lot that, if combined, would form a single conforming lot (this provision does not apply to "Developed Areas" under subsection (A)(2)d of this section).

Section 4: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

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

Section 6: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

1001.817.01

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

(954) 434-0008 Town Hall
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Town Council
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Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: ORDINANCE MODIFYING SHARED DRIVEWAY STANDARDS

Recommendation

The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

Background

On September 22, 2021, the CPAB voted 8-0 to recommend the attached Ordinance, which increases the minimum width required for ingress/egress easements serving up to four landlocked plots. The minimum width would increase from 15 feet to 25 feet for a driveway serving a single landlocked plot, and would increase from 25 feet to 35 feet for a driveway serving two to four landlocked plots. Additionally, turnarounds would no longer be excluded from these ingress/egress easements. The ULDC excludes ingress/egress easements from net plot area calculations.

Required driveway pavement width would remain unchanged, consistent with the intent to provide additional area for drainage and utilities within these easements and to increase separation of structures at the periphery of the easements from the travel ways within the easements.

The Ordinance would apply to easements created after Ordinance adoption and to existing easements that change in function from serving a single lot to multiple lots as a result of subdivision that occurs after Ordinance adoption. Easements existing as of the date of Ordinance adoption that do not comply with the new minimum width requirement and which do not change in function would become grandfathered.

Fiscal Impact/Analysis
N/A

Staff Contact:
Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Shared Driveways Ordinance - TA Approved	12/10/2021	Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 90, "SUBDIVISION DESIGN AND ACCESS STANDARDS," SECTION 090-080, "ACCESS TO DEVELOPMENT," TO MODIFY STANDARDS FOR CERTAIN INGRESS/EGRESS EASEMENTS BY NARROWING THE EASEMENTS REQUIRED TO SERVE UP TO FOUR LANDLOCK PLOTS OF LAND; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the ULDC authorizes narrow ingress/egress easements serving up to four landlocked plots as a less costly and less land-intensive alternative to construction of streets**;** and

WHEREAS, the Town Council wishes to require additional area for drainage, utilities and open space within such easements while still constituting a less expensive and land-intensive alternative than construction of streets.

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

Section 1. Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. Amendment to driveway easement standards. Article 90, "Subdivision Design and Access Standards," Section 090-080, "Access to development," is hereby amended as follows

* * *

(C) *Exceptions to street access.* Every plot shall front on and access a publicly dedicated street, except as follows:

* * *

(2) A plot without direct frontage on a public or private street may be created if the following conditions are met:

a. *Individual access to a landlocked parcel.* One (1) landlocked lot or parcel may be served by an ingress/egress easement at least twenty-five (25) ~~fifteen (15)~~ feet wide, with a ten (10) foot-wide travel surface connecting the landlocked lot or parcel to a public or private street through an intervening lot or parcel. The easement shall provide for access by emergency vehicles and government officials, employees or contractual service providers during the course of their official duties. Geometry shall be approved by the town engineer, fire department and other applicable service providers; or

b. *Shared access to multiple landlocked parcels.* Up to four (4) lots or parcels may be served by an ingress/egress easement at least thirty-five (35) ~~twenty-five (25)~~ feet wide, providing access for emergency vehicles and government officials, employees or contractual service providers during the course of their official duties, and providing a travel surface, pull-off shoulders and traffic markings as depicted by Figure 90-2.

* * *

i. A turn-around acceptable to the town engineer and/or fire marshal shall be provided at the end of the shared driveway, consistent with one of the details shown in Figure 90-1 and shall be fully contained within the ingress/egress easement.

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

1001.816.01

1

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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, ***Mayor***
Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: ORDINANCE AMENDING FLAG PLOT STANDARDS

Recommendation

The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

On September 22, 2021, the CPAB voted 8-0 to recommend the attached Ordinance revising flag plot standards. The Ordinance makes the following revisions to the ULDC:

1. Updates the definition of the term, "flag plot" for clarity.
2. Requires at least 70,000 square feet of net lot area excluding the front yard in the two-acre zoning districts. Note that the RE district already has has its own such requirement (for 35,000 square feet of net plot area exclusive of the front yard).
3. Establishes a minimum dimensional requirement of 25 feet to match the minimum 25-foot ingress/egress easement width requirement proposed in a separate ordinance on this Council agenda.
4. Provides that existing flag plots of record that do comply with these requirements are grandfathered as [legal] nonconforming plots of record.

Fiscal Impact/Analysis
N/A

Staff Contact:
Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Flag Plots Ordinance-Rev - TA Approved	12/10/2021	Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITIONS," SECTION 010-030, "TERMS DEFINED" TO AMEND THE MEANING OF THE TERM, "FLAG PLOT;" AMENDING ARTICLE 15, "GENERAL PROVISIONS," SECTION 015-110, "FLAG PLOTS," TO REVISE THE STANDARDS FOR FLAG PLOTS AND PROVIDING FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the flag plot provisions in the ULDC allow a property owner to create plots that are located almost entirely behind an intervening lot, with minimal frontage on a street; and

WHEREAS, flag plots appropriate various percentages of their area to the access "throat" portion of the plot; and

WHEREAS, the ULDC includes certain standards for flag plots in the RE District but not the remaining rural and agricultural districts; and

WHEREAS, the Town Council wishes to enact commensurate flag plot standards for the RR, A-1 and A-2 districts; and

WHEREAS, the ULDC lacks a street frontage and minimum dimensional standard for flag plots; and

WHEREAS, the Town Council wishes to establish a minimum street frontage and minimum dimensional standard for flag plots.

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

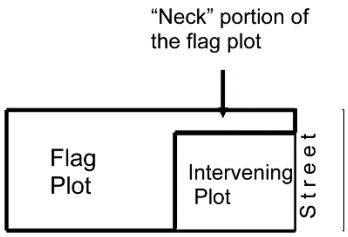
Section 1. Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. Amendment to flag plot definition. Article 10, "Definitions," Section 010-030, "Terms defined," is hereby amended as follows

* * *

Plot, flag. The term "flag plot" means a plot that is located at least partially behind another (intervening) plot and does not have the majority of its required plot width fronting a street. Flag plots often access streets by narrow extensions of the plot which connect to the street as depicted in. (See figure 10-1 for illustrative purposes only.)

Figure 10-1. Prototypical Fflag lot illustration.



* * *

Section 3. Amendment to flag plot regulation. Article 15, "General Provisions," Section 015-110, "Flag plots," is hereby amended as follows:

(A) In addition to meeting the minimum plot size requirement for the zoning district within which the flag plot is located, every flag plot shall meet the following requirements to ensure that flag plots are buildable without variances and provide adequate open space on the buildable portion of the plot:

(1) In the RE district, each flag plot shall ~~also~~ have at least thirty-five thousand (35,000) square feet of net acreage excluding the required front yard; and

(2) In the RR, A-1 and A-2 districts, each flag plot shall have at least 70,000 square feet of net acreage excluding the required front yard. ~~The purpose of this provision is to ensure that flag plots are buildable without variances and provide adequate open space on the buildable portion of the plot. Flag plots are only permitted in the agricultural and rural districts.~~

(B) In addition to the lot width requirements in Sec. 045-070, no portion of a flag plot shall have a width, depth or street frontage dimension of less than twenty-five (25) feet.

(C) Flag plots of record, lawfully existing as of [date of ordinance adoption], that do not comply with the requirements of paragraph (A)(2) and subsection (B), are nonconforming plots of record and are subject to Sec. 030-080, "Nonconforming plots of record."

Section 4: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

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

Section 6: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____.

[Signatures on Following Page]

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

_____

Steve Breitkreuz, Mayor

ATTEST:

_____

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

1001.814.01

Town of Southwest Ranches
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Town Council
Steve Breitkreuz, ***Mayor***
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Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Martin D. Sherwood, CPA, CGMA, CGFO, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: ORDINANCE AMENDING WAIVER OF PLAT PROVISIONS IN ULDC

Recommendation

The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Town Council established a zoning in progress on July 29, 2021 for waivers of plat, enacted by Resolution No. 2021-069. The zoning in progress deferred acceptance of waiver of plat applications pending further study and a possible code amendment revising or eliminating waivers of plat, or until January 29, 2022 absent completion of such actions.

The proposed ordinance establishes eligibility criteria for waiver of plat applications. Staff would reject applications that fail to meet the criteria, requiring the applicant to instead submit a plat application. Waivers of plat would only be accepted if the property being subdivided has at least three times the minimum lot acreage required in the applicable zoning district and will be deed restricted upon approval of the application to prevent any further subdivision.

For example, a parcel in the RE district would need to be at least 3.0 net acres in area to

qualify for a waiver of plat, and upon approval, would need to be deed restricted to ensure that the property is never further subdivided to create a third lot.

Fiscal Impact/Analysis
N/A

Staff Contact:
Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Waiver of Plat Ordinance - TA Approved	12/10/2021	Ordinance

ORDINANCE NO. 2022 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC")," ARTICLE 115, "PLATTING AND SUBDIVISION OF LAND," DIVISION 1., "PLATTING," SECTION 115-010, "APPLICABILITY," AND DIVISION 2., "WAIVER OF PLAT," SECTION 115-070, "PURPOSE," TO RESTRICT THE USE OF THE WAIVER OF PLAT PROCESS FOR SUBDIVISION AND MAKE CHANGES OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the ULDC requires Town Council approval of all land subdivision through the plat or waiver of plat processes; and

WHEREAS, the ULDC authorizes waivers of plat in cases where platting is not required; and

WHEREAS, the Town Council wishes to establish eligibility criteria to limit the use of waivers of plat in favor of the more thorough process and uniform land record that platting provides; and

WHEREAS, subdivision of land that does not satisfy the eligibility requirements for waiver of plat must be accomplished by platting.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 155, "Platting and Subdivision of Land," Division 1, "Platting," Section 115-010, "Applicability" is hereby amended as follows:

(A) No parcel of land, whether platted or unplatted, shall be subdivided unless a plat or waiver of plat has been approved by the town council in accordance with divisions 1 and 2 of this article, respectively.

(B) No application for a building permit for the construction of a principal building on a parcel of land in the town shall be granted unless a plat including such parcel of land has been recorded in the official records of the county pursuant to county platting requirements subsequent to June 4, 1953, which commences with Plat Book 32, Page 15, Official Records of Broward County, Florida. The only exception to the mandatory platting rule is for building permits for construction of two (2) or fewer single-family dwelling units that meet either of the following criteria and meet the eligibility criteria for waivers of plat set forth in Sec. 115-070:(1) Located at least one thousand (1,000) feet from any lot or portion thereof that was exempted from platting under this paragraph within twenty-four (24) months preceding the submittal of the permit application; or

(2) Has been under different ownership than any such exempted property within one thousand (1,000) feet, at all times during the twenty-four (24) months preceding submittal of the permit application.

And is consistent with the requirements of the comprehensive plan.

(C) No agreement shall be entered into providing for the conveyance, leasing or mortgaging thereof by reference solely to a plat, unless such plat shall have been approved and recorded as provided herein.

(D) No conveyance, lease or mortgage or agreement to convey, lease or mortgage lands in violation of the provisions of this article shall be recorded in the public records. Any and all such conveyances, leases or mortgages, or agreements to convey, lease or mortgage, or attempts to convey, lease or mortgage lands in violation of the provisions of this division, made or attempted to be made hereafter, shall be void ab initio.

Section 3. Article 155, "Platting and Subdivision of Land," Division 2, "Waiver of Plat," Section 115-070, "Purpose," is hereby amended as follows:

(A) It shall be unlawful to subdivide land without first platting the property in accordance with division 1 of this article or obtaining a waiver of plat from the town council pursuant to this division.

(B) The waiver of plat is intended as an economical alternative to platting under limited circumstances to ensure that the subdivision of land satisfies all zoning and land development requirements of the ULDC pertaining to plot dimensions, plot area, setbacks where applicable, legal, safe and adequate access, and other basic ULDC requirements.

(C) Waivers of plat are authorized only in the following circumstances:

(1) Platting is not otherwise required for issuance of a building permit pursuant to division 1 of this article; and

(2) The waiver of plat application is for approval to move a common lot line between two (2) lawfully created lots of record a distance of up to fifty (50) feet without creating an additional lot or parcel; or

(3) The waiver of plat application is for approval to subdivide a single tract into two (2) lots, provided that the tract has a net area at least three (3) times the minimum net lot area required in the applicable zoning district, and that the property owner deed restricts the tract to prohibit any further subdivision.

Section 4 Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

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

Section 6: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2022, on a motion made by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____

Steve Breitkreuz, Mayor

ATTEST:

_____

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

1001.820.01

Town of Southwest Ranches
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Town Council
Steve Breitkreuz, ***Mayor***
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David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 12/16/2021
SUBJECT: ORDINANCE AMENDING ULDC VARIANCE PROVISIONS

Recommendation
Staff recommends approval.

Unanimous Vote of the Town Council Required?
Yes

Strategic Priorities

A. Sound Governance

Background
The proposed Ordinance would authorize the Council to grant a variance without a petitioner's demonstration of unnecessary hardship in the event the Council finds that a ULDC provision, as applied to a petitioner's property, unintentionally violates the petitioner's rights under state or federal law. As well, Council would be authorized to grant a variance that is otherwise not authorized under the ULDC in order to avoid potential litigation.

The CPAB voted 8-0 to forward this Ordinance to Council with a recommendation of approval.

Fiscal Impact/Analysis
N/A

Staff Contact:
Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Variances Ordinance - TA Approved	12/10/2021	Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 140 ENTITLED, "VARIANCES," SECTION 140-020 "AUTHORITY" TO EXPAND THE TOWN COUNCIL'S AUTHORITY TO GRANT VARIANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the ULDC was designed to limit the scope of relief from available from its provisions; and

WHEREAS, the Town Council lacks authority under the ULDC to grant variances outside its limited authority that may be necessary to provide relief from a ULDC provision that a petitioner alleges violates state or federal law; and

WHEREAS, the Town Council wishes to ensure that it has the authority to provide such relief if deemed necessary.

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

Section 1. Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2: Amendment to variance authority. Article 140, "Variances," Section 140-020, "Authority," is hereby amended as follows:

(A) The council shall have the authority to grant a variance to provisions of the ULDC relating to the following:

(1) Height;

(2) Yards;

(3) Offstreet parking and loading;

(4) Landscaping and buffers;

(5) Separation of uses;

(6) Plot coverage;

(7) Such other provisions of the Code which do not specifically prohibit such requests.

(B) No variance request may be acted upon by the town council that would allow a use which is specifically or by inference prohibited in any zoning district classification, including an increase in density, or any provisions for which the ULDC specifically prohibits waiver or modification.

(C) Notwithstanding the foregoing subsections (A) and (B), the Town Council may grant a variance from any provision of this chapter that a petitioner claims violates state or federal law, upon a finding that the petitioner satisfies the standard set forth in the applicable federal or state statutes, or legal precedent interpreting the applicable statutes, to establish that the requested relief is required by law.

(D~~C~~) Applications for variances will not be considered with respect to the following:

(1) Where application, either formal or informal, has been made for construction or alteration of buildings, structures, or other improvements that commenced subsequent to April 14, 2005 (the date of adoption of the ordinance from which this provision is derived), and for which all necessary development orders and permits have not been issued or where the town has denied such application, but the building, structure, or other improvement is later constructed.

(2) Where plans have been submitted and approved and permits issued and the building, structure, or other improvement is not built according to plan.

(3) Where plans have been submitted and approved and permits issued, but additional work not shown on the approved plans has been performed.

(4) Where a property has been subdivided and as a result an existing structure is in violation of the provisions of this ULDC.

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2021, on a motion made by _____ and seconded by _____.

[Signatures on the Following Page]

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

_____

Steve Breitkreuz, Mayor

ATTEST:

_____

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____

Keith Poliakoff, J.D., Town Attorney

1001.801.01

Town of Southwest Ranches
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Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Martin D. Sherwood, CPA, CGMA, CGFO, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/16/2021
SUBJECT: Approving the Agreement with the Division of State Fire Marshal for the Acceptance of the Florida Firefighter Assistance Program Grant and Authorizing the Execution of the Purchase Order to Municipal Services for the Purchase of the Equipment

---

Recommendation
To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

C. Reliable Public Safety

Background
The Town was awarded a $46,377.50 grant from the Division of State Fire Marshall's FY 2021/2022 Florida Firefighter Assistance Program to purchase five (5) Self-Contained Breathing Apparatus (SCBA) with no required Town match.

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to

improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities.

The Town desires to piggyback on an existing contract Lake County has with Municipal Emergency Services (Contract Number 17-0606G Fire Equipment, Parts, Supplies, and Services) for the purchase of the five SCBA units and issue a Purchase Order totaling $46,000.

Fiscal Impact/Analysis

The Town was awarded a $46,377.50 grant with no required Town match. Therefore, budget amendment for FY 2022 is necessary to appropriate budgetary funding as follows:

Revenue (Increase):

001-0000-334-33420 State Grant Public Safety $46,377.50

Expenses (Increase):

001-3200-522-64100 Public Safety Volunteer Fire Machinery & Equipment $46,377.50

Staff Contact:

Emily McCord Aceti, Community Services Manager
Lee Bennett, Chief
Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/9/2021	Resolution
Grant Agreement	12/8/2021	Agreement
Quote and Piggyback Agreement	12/8/2021	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING A GRANT AGREEMENT IN THE AMOUNT OF FORTY-SIX THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS ($46,377.50) WITH THE STATE OF FLORIDA DIVISION OF STATE FIRE MARSHAL FLORIDA FIREFIGHTER ASSISTANCE PROGRAM GRANT TO PURCHASE FIVE (5) SELF-CONTAINED BREATHING APPARATUS; APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS ($46,000.00) WITH MUNICIPAL EMERGENCY SERVICES TO PURCHASE THE EQUIPMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022 ADOPTED TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Volunteer Fire Department's Self-Contained Breathing Apparatus (SCBA) air packs are reaching the end of their useful life, and are almost out of compliance with current standards; and

WHEREAS, as the Department desires compatibility with Town of Davie Fire Rescue equipment as detailed in the Town's FY 2022 adopted budget; and

WHEREAS, the Town was awarded a Forty-Six Thousand Three Hundred Seventy-Seven Dollars and Fifty Cents ($46,377.50) Florida Firefighter Assistance Program grant to purchase five (5) SCBA air packs with no required Town match; and

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities; and

WHEREAS, the Town desires to piggyback on an existing procured contract that Lake County has with Municipal Emergency Services (Contract Number 17-0606G Fire Equipment, Parts, Supplies, and Services) for the purchase of the five (5) SCBA units; and

WHEREAS, a budget amendment to the Adopted Fiscal Year 2022 Town Budget is necessary; and

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

WHEREAS, the Town of Southwest Ranches desires to issue the Purchase Order to Municipal Emergency Services under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Florida Division of State Fire Marshal to receive Forty-Six Thousand Three Hundred Seventy-Seven Dollars and Fifty Cents ($46,377.50) to purchase five (5) SCBA air packs as outlined in the Agreement attached hereto as Exhibit "A."

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

Section 4. The Town Council hereby authorizes the Town Administrator to execute a Purchase Order to Municipal Emergency Services in the amount of Forty-Six Thousand Dollars and Zero Cents ($46,000.00) in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. The Town Council hereby approves a budget amendment to the FY 2022 Town Budget to provide funding as follows:

Revenue (Increase):
001-0000-334-33420 State Grant Public Safety $46,377.50

Expenses (Increase):
001-3200-522-64100 Public Safety Volunteer Fire: Machinery & Equipment $46,377.50

Section 6. That this Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this _____ day of _____ 2021 on a motion by

_____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

Attest:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.808.01

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GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
TOWN OF SOUTHWEST RANCHES

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Town of Southwest Ranches (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2021-2022 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows**:**

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

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3. Agreement Duration:

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. . The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. Payment and Funding Considerations:

4.1. Funding: This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process: Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

4.3. Grantee Rights: A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. Taxes: The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. Invoicing and Acceptance: All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. Expenditures:

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditure

s.pdf. The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. Governing Laws of the State:

6.1. Governing Law: The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

6.3. Employment Eligibility Verification: N/A

6.4. Advertising: Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

6.5. Sponsorship: As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A

7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

8. Funding Requirements of Section 215.971(1), F.S.:

8.1. The Grantee shall perform all tasks contained in the SOW.

8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advance Payments: If authorized by sections 215.422(14) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf.

12.5. The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

13. Public Records: The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

14. Assignments, Subgrants, and Contracts:

14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written

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consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification

number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.

16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:

N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall

not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.

23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

24. Electronic Funds Transfer: The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:
http://www.myfloridacfo.com/Division/AA/Vendors/.

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Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

25. **Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
    i. Attachment 1, Specific Grant Awards;
    ii. Attachment 2, Statement of Work;
    iii. This Agreement;
    iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
    v. Addendum A, Public Records Requirements.
    vi. Attachment 4, Index of Applicable Laws and Regulations.

26. **Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. **Termination:**
    27.1. **Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
    27.2. **Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.
    27.3. **Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute

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arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the

delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

31. **Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. **Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. **Contact Information for Grantee and Department Contacts:**

Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator
Bureau of Fire Standards and Training
Division of State Fire Marshal
11655 NW Gainesville Road
Ocala, FL 34482
Telephone number: (352) 369-2800
Firefightergrant@myfloridacfo.com

Grantee's Payee:		**Grantee's Contract Manager**:	
Name:	Town of Southwest Ranches	Name:	Emily Aceti
Address:	13400 Griffin Road	Address:	13400 Griffin Road
	Southwest Ranches, FL 33330		Southwest Ranches, FL 33330
Phone:	(954) 434-0008	Phone:	(954) 434-0008
Fax:	(954) 434-1490	Fax:	(954) 434-1490
Email:	aberns@swranches.org	Email:	eaceti@swranches.org

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

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35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above, and in the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Town of Southwest Ranches

By: _____

Name: Andrew D. Berns

Title: Town Administrator

Date: November 23, 2021

Department of Financial Services:

DocuSigned by:

By: JoAnne E. Rice
2CCF8FA781714AC...

Name: JoAnne E. Rice

Title: Assistant Director

Date: 12/3/2021 | 2:51 PM EST

Rev. 07/27/2021

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Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed $46,377.50 for the grant period during the 2021-2022 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:
To purchase five (5) Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

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Attachment 2, Statement of Work

A. PROGRAM REQUIREMENTS

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

The Grantee shall only use funds for those items specified in Attachment 1, Specific Grant Awards (Attachment 1). Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C.

The following definitions apply to the Agreement and its attachments:

a) **"Combination fire department"** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
b) **"Volunteer fire department"** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
c) **"Fire service provider"** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
d) **"NFPA"** means the National Fire Protection Association.

B. SCOPE OF WORK

1. The Grantee's Responsibilities:

a. The Grantee shall perform the following tasks:
   1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of firefighter equipment to be purchased under this Agreement. This itemized list must include an expected cost per item.
   2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must provide the names of the students trained, dates the training was conducted, the instructor's name and certification number, the location of the final practical skills training, and the location of live fire training. Funds to be used to procure the training must be obligated by the ending date of this Agreement.
   3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of firefighter equipment identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
   4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.

5) Within thirty (30) calendar days after submission of final invoices, the Grantee shall return any unspent funds to the Department.

b. Performance Requirements for Deliverables:
   1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
   2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
   3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
   4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

2. The Department's Responsibilities:

a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
b. Provide reimbursement of pre-approved instructional costs incurred by the Grantee to complete practical skill training.
c. Conduct all verification activities associated with the Grantee's payment for, and receipt of, firefighter equipment and training identified as part of the grant award.
d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

3. Deliverables:

The Grantee shall perform the following tasks as specified:

Deliverable 1 - Authorized Training		
Tasks	**Performance Measures and Due Date**	**Financial Consequences**
As described in Attachment 1.	Proof of payment to the vendor (e.g., copies of canceled checks) for the pre-approved instructor cost must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all

		stated terms and conditions for the training.
Deliverable 1 payment amount must not exceed amount stated in Attachment 1.		
Deliverable 2 – Authorized Equipment Purchases		
Tasks	**Performance Measures and Due Date**	**Financial Consequences**
As described in Attachment 1	Within thirty (30) calendar days from the effective date of this Agreement, submit to the Department a copy of vendor quotes containing an itemized list of firefighter equipment to be purchased, the cost per item, and an estimated delivery date. Proof of payment to the vendor (e.g., copies of canceled checks) must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee). Within thirty (30) calendar days of receiving firefighter equipment, submit to the Department copies of signed and dated shipping/packaging documents clearly demonstrating the equipment has been received.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Deliverable 2 payment amount must not exceed amount stated in Attachment 1.		
TOTAL PAYMENT AMOUNT (must not exceed total grant award stated in Attachment 1)		

4. **Expenditure and Reconciliation Report**:
Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.2. below for further detail regarding the reporting of expenditures.

C. SPECIAL PROVISIONS

1. **Demonstration of Performance and Acceptance of Deliverables:**
The deliverables requiring payment will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items; deliverables not requiring payment must be evidenced by submittal of the documentation as stated herein. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

2. **Payment Amount, Invoice Submittal, and Payment Schedule:** The payment obligation of the Department shall not exceed the amount stated in Attachment 1. The deliverable amount specified in Attachment 1 establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30th of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30th of the same calendar year; and, in accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

   In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

   If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

3. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.

4. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in

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particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

5. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

6. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
   a. Stop work under the Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work as shall not have been terminated by the Department.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
   d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

7. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

8. **Insurance Coverage**: In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.

9. **Limitation of Liability:**
   a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
   b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

- End of Attachment 2, Statement of Work -

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ATTACHMENT 3

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Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

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2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): firefightergrant@myfloridacfo.com

      or

      Paper (hard copy):
      Charles Frank
      Bureau of Fire Standards and Training
      Department of Financial Services
      11655 NW Gainesville Road
      Ocala, Florida 34482

   b. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street

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Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Volunteer Firefighter Grant Assistance Program
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006
   Amount: $1,000,000
   Not to exceed $1,000,000 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2021-2022.

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

DocuSign Envelope ID: D89B619F-7BA3-4077-B150-5473EE0F5FCC

Attachment 4
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

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DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

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3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	11/24/2021
Quote #	QT1528619
Expires	12/31/2021
Sales Rep	Cool, Troy K
PO #	
Shipping Method	FedEx Ground

Bill To
Southwest Ranches Fire Rescue
17220 Griffin Rd
Southwest Ranches FL 33331

Ship To
Southwest Ranches Fire Rescue
17220 Griffin Rd
Southwest Ranches FL 33331

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X8914025305303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 1 SCBA Per Box (Black) List $10,074.16	5	7,550.00	37,750.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm) List $1773.98	5	1,320.00	6,600.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium List $442.68	5	330.00	1,650.00

Subtotal	46,000.00
Shipping Cost (FedEx Ground)	0.00
Total	$46,000.00

Pricing per Lake County Contract #17-0606

OK TO PAY
JB

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1528619

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Ten (10) Effective Date: 9/3/2021	Contract Number: 17-0606G Title: Fire Equipment, Parts, Supplies, and Service Effective Date: July 1, 2017
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, Florida 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to update the manufacturer list. SEE ATTACHED:

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____	Signature: _____
Print Name: Jamie Robinson	Print Name: _____
Title: Regional Vice President	Title: Contracting Officer
Date: 9/12/2021	Date: _____
E-mail: jrobinson@mesfire.com	
Secondary E-mail: _____	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Nine (9) Effective Date: 3/1/2021	Contract Number: 17-0606G Title: Fire Equipment, Parts, Supplies, and Service Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, Florida 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to update the manufacturer list for Akron Brass products. SEE ATTACHED:

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____	Signature: Amy Munday
Print Name: Jamie Robinson	Print Name: Amy Munday
Title: Regional Vice President	Title: Contracting Officer
Date: 03/11/2021	Date: March 12, 2021
E-mail: jrobinson@mesfire.com	
Secondary E-mail: _____	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Eight (8) Effective Date: 7/1/2021	Contract Number:17-0606G Title: Fire Equipment, Parts, Supplies, and Services Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, L 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Extend contract one (1) year expiring June 30, 2022.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Jamie Robinson	Signature: Amy Munday
Print Name: Jamie Robinson	Print Name: Amy Munday
Title: Regional Vice president	Title: Contracting Officer
Date: 2/01/2021	Date: 2/11/21
E-mail: jrobinson@mesfire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Seven (7) Effective Date: 11/3/2020	Contract Number: 17-0606G Title: Fire Equipment-Parts-Supplies-Service Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue, North City: Pinellas Park, FL 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to update the attached manufacturing listing:

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: J. J. C	Signature: Amy Munday
Print Name: Jamie Robinson	Print Name: Amy Munday
Title: Regional Vice President	Title: Contracting Officer
Date: 11/3/20	Date: November 3, 2020
E-mail: jrobinson@mesfire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Six (6) Effective Date: 3/9/2020	Contract Number: 17-0606G Title: Fire Equipment Parts-Supplies-Service Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue, North City: Pinellas Park, FL 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to UPDATE and ADD TO the Honeywell Bunker Gear equipment listing to contract effective March 9, 2020. SEE ATTACHED:

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Jamie Robinson	Signature: Amy Munday
Print Name: Jamie Robinson	Print Name: Amy Munday
Title: Regional Vice President	Title: Contracting Officer
Date: 06/08/2020	Date: 6/8/2020
E-mail: jrobinson@mesfire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Five (5) Effective Date: 6/30/2020	Contract Number: 17-0606G Title: Fire Equipment Parts-Supplies-Service Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, FL 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Jamie Robinson	Signature: Amy Munday
Print Name: Jamie Robinson	Print Name: Amy Munday
Title: Regional Vice President	Title: Contracting Officer
Date: 2/3/2020	Date: 2/3/20
E-mail: jrobinson@mesfire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/24/2019	Contract Number: 17-0606G Title: Fire Equipment Parts-Supplies-Service Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue, North City: Pinellas Park, FL 33781 ATTENTION: Jamie Robinson, Regional VP

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to UPDATE and ADD TO the manufacturer listing. SEE ATTACHED:

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature]	Signature: [signature]
Print Name: Jamie Robinson	Print Name: Amy Munday
Title: Regional Vice President	Title: Contracting Officer
Date: 7/23/19	Date: 7-24-19
E-mail: jrobinson@mesfire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2019	2. Contract No.: 17-0606G Effective Date: July 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62nd Ave. North Pinellas Park, FL 33781 Attn: Jaimie Robinson, Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020.

8. Contractor's Signature **REQUIRED** Name: [signature] Title: Regional Vice President Date: 2/25/2019	9. Lake County, Florida By: [signature] Contracting Officer II 2-25-19 Date

10. Distribution:

Original - Bid No. 17-0606G
Copies - Contractor
Contracting Officer

<17-0606G Municipal Emergency Svcs.pdf>

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: April 13, 2018	2. Contract No.: 17-0606G Effective Date: June 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 42 Ave. North Pinellas Park, Florida 33781 Attn: Jaime Robinson - Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to reflect cost increase from Hurst:
Hurst from: 15% and Labor $60 to Hurst 5% and Labor $85
Hurst Parts from: 15% and $60 to Hurst 5% and Labor $85.
Hurst Service Per Set from: $550 and labor $60 to Hurst Service Per Set to: $750 and Labor $85.

8. Contractor's Signature **REQUIRED** Name: [signature] Title: Regional VP Date: 4/30/2018	9. Lake County, Florida By: [signature] Contracting Officer II 5/1/18 Date

10. Distribution:

Original - Bid No. 17-0606G
Copies - Contractor
Contracting Officer

FISCAL & ADMINISTRATIVE SERVICES - DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9765 • F 352.343.9775
Board of County Commissioners • www.lakecounty.gov

TIMOTHY L. SULLIVAN District 1	SEAN M. PARKS, Vice Chair District 2	WENDY S. BREEDEN District 3	LESLIE CAMPBELL District 4	JOSH BLAKE District 5

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: July 1, 2018	2. Contract No.: 17-0606G Effective Date: June 1, 2017
3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 Ave. North Pinellas Park, Florida 33781 Attn: Jaime Robinson – Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend for one (1) year expiring June 30, 2019.

8. Contractor's Signature **REQUIRED** Name: Jamie Robinson Title: Regional Vice president Date: 1/30/2018	9. Lake County, Florida By: _____ Senior Contracting Officer 1-31-18 Date

10. Distribution:

Original - Bid No. 17-0606G
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

CONTRACT NO. 17-0606G

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Municipal Emergency Services (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: 3-21-2017 lv
4-4-17

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

Original

MES
MUNICIPAL EMERGENCY SERVICES, INC.

MES - Florida
3789 62nd Ave N
Pinellas Park, FL 33781
Toll Free: 877-MES-FIRE
Phone: 727-521-2135
Fax: 727-525-1819

INVITATION TO BID (ITB)

FIRE EQUIPMENT – PARTS – SUPPLIES – SERVICE

ITB NUMBER 17-0606

Original

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

ITB Number:	17-0606	**Contracting Officer:**	D. Villinis
Bid Due Date:	December 13, 2016	**Pre-Bid Conf. Date:**	Not Applicable
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	October 24, 2016

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish multiple term and supply contracts for the purchase of various brands of parts, supplies, equipment, and services used by the County on an as needed basis in conjunction with its public safety needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid (ITB).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352-343-9839 Fax: 352-343-9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands it purchases for its operations. It is anticipated that multiple vendors may be awarded for the same brand. In this case, the County may request quotes from vendors under contract for the same brand if discounts are equal or if stocking issues are concerns.

As the best interests of the County may require, the County reserves the right to reject any and all offers or to waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract pricing resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. It is the vendor's responsibility to request any pricing adjustment in writing under this provision at the time of renewal. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

Invoices shall be sent to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000

Property Damage	$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Delivery of emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County holidays. The ordering department will advise vendor if the order is an emergency when placed.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY.** The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Back Orders

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies to be corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The exterior of each envelope/package shall be clearly marked with the bidder's name and address, and the solicitation number and title. Ensure that your bid or proposal is securely sealed

in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Bids

The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor. Ensure that you sign the bid in the certification box in Section 4. **One (1) signed original, two (2) complete hardcopies, and one electronic copy (jump drive/CD) of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 17-0606." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor.
- Complete the requested information at the bottom of the ITB cover page (page 1).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) in Section 4 for each addendum (if any) issued for this ITB.
- Insert any prompt payment discount that you will offer. Note payment terms are NET 30 DAYS otherwise.
- Complete the reference form (include at least three references) contained within the solicitation as Attachment 1.
- Complete all certifications, vendor information, and ensure that you sign the bid (in BLUE ink) in the certification box
- Provide proof of insurance in compliance with the stated requirements in section 1.8 by submitting either a certificate of insurance or evidence of insurability.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to one or more County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Business Hours of Operations

Deliveries shall be made during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) No deliveries or work (if vendors provides equipment service) shall be performed after regular business hours or on Saturdays, Sundays, or County holidays except when necessary in an emergency situation, for the proper care and protection of the work already performed, and/or when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Catalogs/Price Lists

The vendor shall provide its website address on page 21 of Section 4 where product catalogs and price lists are available for viewing and/or downloading.

With the bid submittal, the vendor shall include a CD or thumb drive of the current catalogs and manufacturer's price lists for the brands quoted. Failure to meet this requirement may result in the offer being rejected. Upon request, the vendor shall provide hardcopies of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation, for service to be performed, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Purchase of Other Brands

Although this solicitation and resultant contract identifies specific brands, it is hereby understood and agreed that additional brand(s) may be added to this contract at the option of the County. Under these circumstances, a County representative will contact vendor(s) to obtain a quote for the additional brand(s). If the discount proposed by the vendor for the additional brand(s) is considered to be fair and reasonable, then the brand(s) would be added to the contract through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County reserves the right to award additional brand(s) to the lowest priced contract vendor, to multiple contact vendors, or to acquire the items through a separate solicitation if it determines

the price discount offered is not fair or reasonable or for other reasons at the County's sole discretion.

Section 1.22: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.23: Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training

When applicable, the vendor shall supply the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manual(s) shall be included with the equipment upon delivery. Final payment shall be withheld until such time as these manuals are received by the County.

Upon request, the vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This training shall be no additional charge to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

SCOPE OF SERVICES

General Requirements

It is the intent of the County to establish multiple contracts for its annual requirements for fire equipment, parts, supplies, and/or services for the County's Public Safety Department, Fire Rescue Division, and the County's Fleet Management Division.

The vendor hereby acknowledges and agrees that all parts and/or materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose unless recycled, used, or remanufactured goods are specifically requested or approved at the time the order is placed.

Emergency/Disaster deliveries may be required during non-business hours. Vendors shall submit a contact person's name and telephone number where requested in the Pricing Section for emergency orders.

It is the vendor's responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The vendor shall be required to furnish price lists on jump drive or CD upon request from the Public Safety Department or Fleet Management Division at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County representative.

Repair Services

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The vendor(s) shall possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The vendor(s) shall abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

Vendor(s) shall be required to submit a written estimate for each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates will not be accepted. If multiple vendors are available to quote an estimate for the specific work, the County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Upon approval of the estimate, the County's authorized representative shall generate and issue a Work Order for the specific repair project. The Work Order shall include the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

Delivery Locations

Fire Rescue Vehicle Maintenance/Fleet Division
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

County Fleet Management Division
20423 Independence Boulevard
Groveland, FL 34736

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate 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 a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIRMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: November 22, 2016

Addendum #2, Dated: November 30, 2016

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II

☐ No Addendum was received in connection with this ITB.

PRICING SECTION – GENERAL INFORMATION

(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

1. Warehouse location:

   Address: 3789 62 Ave

   City/State/Zip: Pinellas Park Fl 33781

   Telephone/Fax: 727-521-2135 Fax 800 -719-5871

2. Shop location:

   Address: 3789 62 Ave N

   City/State/Zip: Pinellas Park Fl 33781

   Telephone/Fax: 727-521-2135 Fax 800-719-5871

3. Website address for price lists/catalogs: www.mesfire.com

4. Standard Warranty: MfG suggested warranty

5. Lead time: Item specified

6. Minimum order (if any): N/A

7. Handling fee if less than minimum (if applicable): N/A

8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?

   Yes X No Charge for delivery/pickup: None

9. Does your firm have towing capabilities? Yes No X

   Towing charges:

10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes X No

11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:

    Name: Jamie Robinson

    Telephone: 727-521-2135 Cell: 727-686-0020

12. Exceptions to specifications:

    Yes* No None

*** If yes, insert a separate sheet immediately following this page detailing exceptions.**

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: ☒ Yes ☐ No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Pinellas Park Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project):

General Vendor Information and Bid Signature:

Firm Name: **Municipal Emergency Services (MES)**

Street Address: **3789 62 Ave North Pinellas Park Fl 33781**

Mailing Address (if different):

Telephone No.: **727-521-2135** Fax No.: **800-719-5871** E-mail: **jrobinson@mesfire.com**

FEIN No. **65 - 1051374** Prompt Payment Terms: **Net** % **30** days, net

Signature: Date: 12/9/2016

Print Name: **Jamie Robinson** Title: **Regional Vice President**

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: Date: 4-4-17

Printed name: DONNA HILLIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form
Attachment 2: Pricing Form

ATTACHMENT 1 - REFERENCES

Agency	St Pete Fire Rescue
Address	400 Martin Luther King Blvd
City,State,ZIP	St Pete Florida 33781
Contact Person	Chief Bob Basset
Telephone	727-893-7664
Date(s) of Service	
Type of Service	Fire EMS
Comments:	

Agency	Hillsborough County Fire Rescue
Address	2709 E Hanna Ave
City,State,ZIP	Tampa Fl 33610
Contact Person	Chief Jason Dougherty
Telephone	813-272-6600
Date(s) of Service	
Type of Service	Fire Rescue and EMS
Comments:	

Agency	Martin County Fire Rescue
Address	951 SE Runhke
City,State,ZIP	Stuart Fl 34994
Contact Person	Chief William Schobel
Telephone	772-221-2350
Date(s) of Service	
Type of Service	Fire EMS
Comments:	

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY	15%	N/A	No
ABLE 2 SHO ME	10%	N/A	No
ACTION	25%	$50	No
AH STOCK	10%	$37	No
AIM	No bid		
AJAX	10%	$34	Min order $50
AKRON BRASS	20%	$60	Yes
ALL AMERICAN FIRE HOSE	No bid		
ALLEN SYSTEMS	No bid		
ALCOLITE (SAM CARBIS)	10%	$40	No
AMEREX	Net plus 20%	$42.50	Yes
AMERICAN FIREWEAR	15%	$30	Yes
AMERICAN LAFRANCE	No bid		
ANGUS	20%	$48	Yes
ANSUL FOAMS	15%	$35	Yes
APPLECROFT	No bid		
B & B ENTERPRISES	15%	N/A	No
BIO SYSTEMS	No bid		
BLACKINTON BADGES	10%	$16	No
BOUTON CO	No bid		
BULLARD – HELMETS	20%	$32.50	Yes
BULLARD – OTHER	10%	32.50	Yes

CALIFORNIA MOUNTAIN	No bid		
CARNS & BROTHER	No bid		
CAST PRODUCTS	No bid		
CHARKATE	No bid		
CHUBB (FOAM)	No bid		
CHURCHVILLE	No bid		
CIRCUL AIR	List	$23	No
CODE 3	20%	$58	No
COLLIN AXES	No bid		
COLLINS DYNAMICS (ROM CORP)	22%	$51.50	No
COUNCIL TOOLS	20%	$44	No
CUTTERS EDGE	No bid (See Eastern Fire)		
CW NEILSEN	No bid		
DARLEY & CO	No bid		
DAVID CLARK	No bid		
DB SMITH INDIAN TANKS	No bid		
DICKE TOOL	15%	$44	No
DRAEGER ENGINEERED SOLUTIONS	No bid		
DREXEL	No bid		
DUO SAFETY	No bid		
EDISON	20%	$22	No
EDWARDS AND CROMWELL	10%	$46	No
EDWARDS MFG	10%	$22.50	No
ELKHART BRASS	20%	$36	Yes
ETI EMERGENCY TECHNOLOGY	No bid		
EXTENDA LITE (AKRON)	No bid		
FEDERAL SIGNAL CORP	20%	$35	No
FIRE HOOKS UNLIMITED	List plus 10%	$25	Yes

FIREDEX	10%	$42.50	Yes
FIRE POWER	No bid		
FIREQUIP	No bid		
FLAMEFIGHTER	20%	$41.50	No
FOL-DA-TANK	20%	$36	No
GEMTOR	20%	$28	Min order $75
GLASSMASTER WEHR	15%	$22	No
GLOBE	No bid		
GLOVE CORP	No bid		
GORMAN RUPP PUMPS	No bid		
HALE FIRE PUMPS	List	$45	No
HANNAY REELS	10%	$30	No
HARRINGTON	25%	$22	No
HAZARD CONTROL	No bid		
HEBERT	List	$55	No
HOLMATRO	No bid		
HONEYWELL – PPE	10%	$45	No
HONEYWELL HELMETS & PARTS	10%	$37	Yes
HONEYWELL PRO WARRINGTON	10%	$40	Yes
HUMAT	List	$20	No
HUSKY	25%	$45	No
HYDRA SHIELD	12%	$31	No
IMPERIAL HOSE	No bid		
IOWA AMERICAN	No bid		
JANESVILLE	No bid		
JUSTRITE	20%	$22	No
JV MFG	No bid		
KAPPLER	List	$35	No

KENDALL PRODUCTS	No bid		
KOCHEK	25%	$20	Yes
KOEHLER MFG CO	20%	$25	Yes
KUSSMAUL	10%	$55	No
LACROSSE BOOTS	No bid		
LIFE LINERS	No bid		
LIONS UNIFORMS	10%	$35	No
LOUIS PRYER	No bid		
LOWELL	No bid		
MAG INSTRUMENTS	10%	$35	No
MANN AXE	No bid		
MARS SIGNAL LIGHT	No bid		
MC PRODUCTS	No bid		
MORAN (FLASH)	No bid		
MORNING PRIDE	10%	$45	No
MSA	No bid		
NATALE (CIRCLE D)	15%	$35	No
NORTH AMERICAN FIRE HOSE	List	$30	No
NOVA	No bid		
NUPLA	15%	$35	No
PACIFIC REFLEX	15%	$40	No
PARATECH	No bid		
PARTNER	No bid		
PAUL CONWAY SHIELDS	10%	$5	No
PELICAN	List plus 10%	$50	Yes
PETZL	20%	$38	Yes
PGI PROTEXALL	5%	$40	No
PHOENIX	No bid		
PIERCE	No bid		

PIGEON MOUNTAIN INDUSTRIES	10%	$25	No
PLANO	No bid		
R & B FABRICATORS	10%	$35	No
RANGER RUBBER	15%	$25	No
RAWHIDE FIREHOSE	No bid		
REDHEAD BRASS	No bid		
REFLEXITE	No bid		
RICE HYDRO CO	10%	$65	No
SCBAS	15%	$55	No
SCOTT AVIATION	No bid		
SECURITEX	No bid		
SENSIBLE MOUNTS	15%	$55	No
SERVUS BOOTS	No bid		
SHELBY WOLVERINE	List	$50	No
SNAPTITE	No bid		
SNORKEL	No bid		
SOUTH PARK	20%	$45	No
SIGNAL VEHICLE PRODUCTS	No bid		
CLASS ONE (SPAN INSTRUMENTS)	No bid		
SPUMIFER	No bid		
STERLING ROPE	15%	$22	Yes
SUPERVAC	5%	$45	No
TNT TOOLS	10%	$55	No
TASK FORCE TIPS (TFT)	5%	$45	Yes
THOROGOOD/WEINBRENNER/LION BOOTS	15%	$37	No
SUPERIOR PNEUMATIC	No bid		
TASKMASTER	No bid		
TEAM EQUIPMENT	List	N/A	No

TELELITE	5%	$55	No
TEMPEST FANS	10%	$37	No
TEMPEST FANS – VS series batteries and accessories	List plus 5%	$37	No
TOMAR	No bid		
TOPPS	List plus 10%	$35	No
TURTLE PLASTICS	List	$35	No
UNDERWATER KINETICS	List	$35	No
UNITY LIGHTS	No bid		
VANNER	No bid		
VERIDIAN - PPE	25%	$35	Yes
VERTX	No bid		
VETTER	List	$70	No
WATEROUS	List	$45	No
WELDON	25%	$33	No
WHELEN ENGINEERING	15%	$45	No
WILL BURT	No bid		
WINCO GENERATORS	No bid		
WINDSOL	No bid		
WILLIAMS FOAM	List	N/A	No
WORDEN	No bid		
ZEPHYR	List	$35	No
ZIMATIC / ZICO	List	$35	Yes
OTHER BRANDS NOT LISTED:			
5.11	20%	N/A	Yes
Anchor Industries (Fire Shelters)	10%	$25	No
Avon Manufacturing	5%	$45	No
Bates (Wolverine)	10%	$25	Yes
Black Diamond	15%	$25	Yes
Blauer	List	$35	Yes

Boston Leather	20%	$22.50	Yes
CET Pumps	15%	$40	No
Chemguard	10%	N/A	Yes
CMC Rescue	10%	$50	Yes
CrewBoss	20%	$25	Yes
Decon Systems (Saunaray)	List	$70	No
Diamond Wipes (Hero Wipes)	5%	N/A	Yes
Dragonfire (J Scott Solutions)	20%	$27	Yes
DuPont	5%	$60	No
Dutyman	5%	$30	Yes
Eastern Fire Equipment Services	5%	$95	No
Elbeco	5%	$20	Yes
Energizer	10%	N/A	Yes
Ergodyne	20%	$30	Yes
ESS	20%	$22	Yes
Euramco (Ram Fan)	15%	$55	Yes
EVAC Systems	5%	$50	No
Fire Innovations	10%	N/A	No
Fire Research (FRC)	15%	N/A	No
Fire Soaps	5%	$N/A	No
Diamond Wipes (Fire Wipes)	5%	N/A	Yes
Fechheimer (Flying Cross)	5%	$65	No
Firecom	5%	$50	No
FireCraft Gas Detecion (Sensit)	5%	$105	No
FireCraft Gloves	10%	$35	Yes
First Tactical	10%	N/A	No
FSI North America	List	$85	No
FoxFire	10%	$40	No
FoxFury	10%	$40	No

Fresh Gear	5%	N/A	Yes
Grace Industries	List	$45	No
Groves / Red Rack	List	$70	No
Hale	5%	$65	No
Hammerhead (Gear Keeper)	15%	$12	Yes
Hero's Pride	5%	N/A	No
HexArmor	15%	N/A	Yes
Homeland 6 (H6 Tactical)	10%	$25	No
Honeywell Analytics	List plus 5%	$95	No
Hot Shields	5%	$20.50	No
Hotstick	List	N/A	No
Hurst	5%	$100	Yes
Hurst ED/EWXT Service – per tool	$200.00	$100 non-warranty repairs	Yes
Hurst HP Service – per set	$780.00	$100 non-warranty repairs	Yes
Hurst LP Service – per set	$855.00	$100 non-warranty repairs	Yes
Industrial Scientific – monitors	10%	$105	Yes
Industrial Scientific – accessories	List	$105	No
J-Tek/CMJ Manufacturing	List plus 5%	$85	No
Kroll	10%	$33	No
Lakeland	10%	$25	No
Leader Fans	10%	$65	No
Leatherhead Tools	20%	$25	Yes
Lightning X	10%	$15.50	No
Little Giant	5%	N/A	No
Majestic Hoods	20%	$20	Yes
Majestic Hoods – GORE	List	$20	Yes
Matex	15%	$30	No
Mustang Survival	10%	$55	No

National Foam	5%	N/A	Yes
National River Supply (NRS)	10%	$60	No
OHD	List	$85	No
Pacific Helmets	5%	$63	No
Performance Advantage Company (PAC)	10%	$26	No
Plastix Plus	5%	$30	Yes
PMI Rope	10%	N/A	No
Point Blank	Per NASPO	$55	No
Protective Industrial Products (PIP)	10%	$55	No
Propper	5%	$45	No
Radians	10%	$40	No
RAE Systems	5%	$70	No
Redback Boots	20%	$24	Yes
Rescue 42	5%	$63	Yes
Ringers	List	$50	Yes
RIT Safety Solutions	10%	$38	No
Rock N Rescue	10%	N/A	No
Samuel Broome	5%	N/A	No
San Mar	10%	N/A	No
Savox	List	$100	No
Scott Safety – compressors and parts	5%	$105	No
Scott Safety – gas detection	5%	$90	Yes
Scott Safety – SCBA and parts	15%	$85	Yes
Scott Safety – SCBA flow test – per SCBA	$45.00	N/A	Yes
Scott Safety/ISG – Thermal Imagers	5%	$115	Yes
Scott Safety/ISG – Thermal Imager parts	List	$115	Yes
Scott/3M Fit testing – per mask	$35.00	N/A	Yes
Scott Safety – cylinder hydro testing	$35.00	N/A	Yes
Scotty Firefighter	15%	$60	No

Seek Thermal	5%	$45	Yes
Shelby	List	$50	No
Silent Partners	List	N/A	Yes
Simulaids	List	$60	No
SM Smith	5%	$35	No
Spiewak	5%	N/A	Yes
StatPacks	10%	$25	No
Steck	10%	N/A	No
Streamlight	15%	$55	Yes
Target Solutions	List	N/A	Yes
Task Force Tips – Blitzforce series	List	$45	No
Team Wendy	List	$60	No
Tru-Spec	10%	N/A	Yes
True North (Dragon Fire)	10%	$30	No
Tyco	10%	$35	Yes
UltraTec	15%	N/A	No
Under Armour	5%	N/A	No
Veridian – gloves, hoods, accessories	10%	$35	Yes
VF Imagewear	5%	N/A	Yes
Vizcon	List	N/A	No
Warthog	5%	N/A	No
Workrite	10%	$30	Yes
Yates	5%	$37	No

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2016 | 12/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
195 Scott Swamp Road, Suite 201
Farmington CT 06032
860-678-4000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co of America	25674
INSURER B: The Travelers Indemnity Co of America	25666
INSURER C: Navigators Insurance Company	42307
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1372711 Municipal Emergency Services, Inc.
P.O. Box 656
Southbury CT 06488

COVERAGES **CERTIFICATE NUMBER:** 14415813 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	630-3639A484-TIL	12/29/2015	12/29/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2015	12/29/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB EXCESS LIAB DED X RETENTION $ 10,000	N	N	NY15UMR800442IV	12/29/2015	12/29/2016	OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-3639A484-15	12/29/2015	12/29/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #ITB 17-0606; Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners, it's officers, officials, and employees are included as Additional Insured on the General Liability as required by written contract.

CERTIFICATE HOLDER

14415813
Lake County
A Political Subdivision of the State of Florida,
and the Board of County Commissioners
P.O. Box 7800
Tavares FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MES - Florida
3789 62nd Ave N
Pinellas Park, FL 33781
Toll Free: 877-MES-FIRE
Phone: 727-521-2135
Fax: 727-525-1819

INVITATION TO BID (ITB)

FIRE EQUIPMENT – PARTS – SUPPLIES – SERVICE

ITB NUMBER 17-0606

ACORD

CERTIFICATE OF LIABILITY INSURANCE

12/29/2016

DATE (MM/DD/YYYY) 12/8/2016

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PRODUCER	Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER B: The Travelers Indemnity Co of America	25666
INSURER C: Navigators Insurance Company	42307
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1372711 Municipal Emergency Services, Inc.
P.O. Box 656
Southbury CT 06488

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B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2015	12/29/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB EXCESS LIAB DED X RETENTION $ 10,000	N	N	NY15UMR800442IV	12/29/2015	12/29/2016	OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-3639A484-15	12/29/2015	12/29/2016	$ XXXXXXX X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #ITB 17-0606; Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners, it's officers, officials, and employees are included as Additional Insured on the General Liability as required by written contract.

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Lake County
A Political Subdivision of the State of Florida,
and the Board of County Commissioners
P.O. Box 7800
Tavares FL 32778-7800

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AUTHORIZED REPRESENTATIVE

Gary Johnson

ACORD 25 (2016/03)

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MUNICIPAL EMERGENCY SERVICES INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3789 62 ND AVENUE NORTH

Requester's name and address (optional)

6 City, state, and ZIP code
PINELLAS PARK, FL 33781

7 List account number(s) here (optional)

note: REMIT TO ADDRESS IS PO BOX 601961 CHARLOTTE, NC 28260-1961

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
6	5	-	1	0	5	1	3	7	4

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Barbara J. McMurphy Date ▶ 1/13/16

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MUNICIPAL EMERGENCY SERVICES INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
SUITE 3135 75 REMITTANCE DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
CHICAGO, IL 60675-3135

7 List account number(s) here (optional)
LOCKBOX ADDRESS

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
6 5 - 1 0 5 1 3 7 4

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Barbara J Malumphy Date ▶ 1/14/16

General Instructions

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Purpose of Form

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- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

tyco

Policy/Procedure

Drug/Alcohol-Free Workplace Policy

MES ADM - 35

Approved by: Steve Lawrence

Municipal Emergency Services, Inc.

Date issued: August 1st 2001

Supersedes issue of:

1. INTENT

Tyco International Ltd. and its subsidiaries, affiliates and units (collectively, "Tyco" or the "Company") strive to maintain a safe, healthy, and productive work environment. To that end, Tyco prohibits the use, consumption, sale, distribution and possession of alcohol and non-prescription drugs in the workplace.

2. RESPONSIBILITY FOR IMPLEMENTATION

Management at each Tyco unit and division is responsible for the implementation of and compliance with this Policy and all applicable laws and regulations. Management shall provide leadership regarding this Policy and shall make employees aware of the Policy and the Company's commitment to a drug-free and alcohol-free work environment. Tyco's Corporate Human Resources Department will provide guidance and assistance to Tyco's units in fulfilling the intent of this Policy.

3. SCOPE

This Policy applies to all Tyco units and divisions worldwide, except where compliance with this Policy would cause a unit or division to violate any law in any jurisdiction where it is located. This Policy applies to all employees of the Company as well as the Company's agents, consultants, guests, customers, vendors, and other non-employees including job applicants.

4. APPLICATION

1. Tyco prohibits the use, consumption, sale, distribution, and possession of illegal narcotics, drugs, and other controlled substances (collectively, "illegal drugs") on Company property and work sites and in Company-supplied vehicles (collectively "Company Premises"), whether during working or non-working hours. This prohibition does not apply to the lawful possession of prescription medication for medical treatment.
2. Tyco prohibits the use, consumption, sale, distribution and possession of alcohol on Company Premises, whether during working or non-working hours, except as specifically authorized by senior Tyco management for Company-related functions or social events.
3. Tyco does not permit any activity, including alcohol consumption or abuse of prescription drugs, that may impair an employee's ability to function or jeopardize the employee's performance, workplace safety, or product or service quality.
4. Off-the-job illegal drug use or alcohol use that could adversely affect an employee's job performance or jeopardize the safety of the employee, other employees, the

public, or the Company property is cause for disciplinary action up to and including discharge.

5. In implementation and enforcing the Policy, the Company may take one or more of the following actions, subject to local law:
    - Conduct alcohol and other drug screening tests both prior to and during employment;
    - Inspect the person and property of employees and non-employees doing business with the Company;
    - Require an employee who receives a drug-related criminal conviction to report the conviction to the Company within 5 days after such conviction;
    - Take appropriate disciplinary actions, up to and including discharge, against employees convicted of a drug-related offense;
    - Cooperate with outside law enforcement agencies; and
    - Take other actions deemed necessary and appropriate by the Company in furtherance of this Policy.
6. Any non-employee who, in the sole opinion of the Company, violates this Policy may be barred from Company Premises.
7. The Company considers drug addiction and alcoholism to be treatable diseases. Accordingly, individuals with substance abuse problems are urged to seek assistance and the Company is committed to providing assistance to the extend possible. This Policy, however, in no way compromises the Company's right to discipline and/or terminate an employee who tests positive for drugs or alcohol. If you have questions about substance abuse assistance, please contact your local human resources representative.
8. Violations of this Policy will be considered to be gross and willful misconduct and will result in disciplinary action, up to and including discharge.

5. POSTING REQUIREMENTS

This Policy must be posted in a conspicuous place where notices to employees and applicants are generally posted.

Please post the preceding pages (1-2) of this Policy in a conspicuous place where notices to employees and applicants are generally posted.

Supporting documents

Exhibit A	Drub/Alcohol Testing Guidelines (applicable in the U.S.) **(For management use)**
Exhibit B	Drug and Alcohol Policy for Commercial Motor Vehicle Drivers **("Administrator's Copy" is for management use only. "Driver's Copy" is to be distributes to all drivers of commercial motor vehicles in the U.S.)**
Exhibit C	Employee Consent to Drug and/or Alcohol Testing **(For management use)**
Exhibit D	State-By-State Drug and Alcohol Testing Guidelines **(For management use. Tyco units in the U.S. should consult the applicable state guidelines for requirements under local law.)**

Municipal Emergency Services, Inc.
Affirmative Action Plan

Programmatic Activities and/or Goals

1. Recruitment/Advertising

All employment advertisings will include a statement that our company is an Equal Opportunity Employer.

Specific affirmative action in the areas of recruitment and hiring in terms of the employment of minority individuals and minority businesses will be taken to insure equal employment opportunity and shall include but not be limited to the following:

a. When vacancies occur, Municipal Emergency Services, Inc. will advertise utilizing minority media or minority published newspapers, where available, that have greater minority readership, using the term "Equal Opportunity/Affirmative Action Employer" in all such employment opportunities.

b. With respect to use of part-time college students and/or co-ops, efforts are currently made to include minority candidates in the interview/hiring process.

c. Municipal Emergency Services, Inc. will refer to its Affirmative Action Policy Statement on its employment application to reaffirm its commitment to equal employment opportunity.

Our Company's Equal Employment Opportunity Policy will be displayed in any job applicant waiting areas and other areas where applicants seek or await employment interviews.

Municipal Emergency Services, Inc. will consider minority applicants for vacancies in all job classifications in conjunction with its established AAP policy, including advancement and promotion from within on the basis of individual qualifications, potential and job performance.

2. Hiring Procedures

All positions will be filled without regard to race, color, religion, sex, or national origin.

Municipal Emergency Services, Inc. currently utilizes its best efforts to hire qualified minority applicants for employment when vacancies occur. Municipal Emergency Services, Inc. maintains a policy of equal opportunity in employment which is communicated to all levels of management and consultation for hiring purposes.

Testing is currently the same for everyone and limited to the precise job skills required.

Qualified minority applicants are currently given consideration possible during the process.

3. Promotion Procedures

Municipal Emergency Services, Inc. will afford promotions and advancement opportunities to all qualified minority employees through the following affirmative actions:

- Communicate policy of promotion from within of qualified employees to Minorities when such advancement opportunities occur, and during performance reviews.

- Post promotional opportunities in a conspicuous place for all employees' awareness.

- Brief supervisors at all levels of management of company's AAP promotion policy and its intent to insure utilization of qualified minority personnel at all job levels.

- Review objectively all qualifications of all candidates including minorities for promotion from within.

- Transfers will be fairly considered upon request or as deemed necessary by company discretion for advancement or better operations.

- Promotion will be based on factors such as job skills, performance, aptitude and attitude, potential, seniority, etc.

4. Training Procedures

All training and development programs within the company will be reviewed periodically and made available to all employees including minorities.

Employees are currently trained by experienced employees under full working conditions under the supervision of a management employee.

5. Publicity

External

a. In the development of company catalogs and press releases, an Affirmative Action statement will be included with the printed material.
b. Where pictures of the staff are included in external publicity material, minority employees, as well as other minorities, will be included.

Internal

a. Development of new procedures, policies, and other administrative internal publications will include a statement of Affirmative Action, and in particular, place special emphasis on the recruitment and utilization of minority employees.

6. Grievance Procedures

It is the policy of Municipal Emergency Services, Inc. to provide a non-discriminating procedure for every employee to express a complaint or personnel concern about his or her employment or benefits that are administered and implemented by the company.

In the event of such an occurrence, the following procedure is suggested for resolution:

1. Employees are encouraged to report any grievance to the immediate supervisor.
2. If the result of (1) above is not satisfactory to the employee, his or her supervisor will schedule a meeting with him or her before the Affirmative Action Program Officer, who will listen and respond to each complaint in a fair and non-discriminating manner.
3. Should the above verbal processes not suffice; the Affirmative Action Officer will assist the grieved employee, to direct a letter to the company's President, asking for consideration of his or her grievance. Any such letters will be answered in a timely manner.

The company's PRESIDENT will be responsible for changing any policy or procedure which in any way has caused discrimination.

Retaliation is prohibited. No harm or retaliation against any employee filing a grievance will be tolerated. All employees may seek assistance from the Affirmative Action Officer at any time.

7. Program Reporting and Monitoring

The affirmative action plan, along with all employment and other related statistical and/or records, is available for review during normal working hours. These records are located at www.mymesportal.com

A periodic reporting and auditing system has been established internally for the purpose of measuring EEO progress and for updating the affirmative action plan annually.

PROCUREMENT POLICY

It is the policy of MUNICIPAL EMERGENCY SERVICES, INC. and all of subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of material to firms providing goods and services to shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.

MUNICIPAL EMERGENCY SERVICES, INC. Inc. will:

1. Solicit bids from all qualified firms, regardless of ownership.

2. Evaluated all bids so as to further the principles of non-discrimination and equal opportunity.

3. Ensure that final purchases are in accordance with the principals of equal opportunity.

4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc., will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our EQUAL OPPORTUNITY PROGRAM and have established an AFFIRMATIVE ACTION PROGRAM to ensure our continued commitment. I am confident that all subsidiaries and affiliates will provide their full support, cooperation and effort to ensure the committed successful achievement of this program.

PRESIDENT _____ 4/15/2014 Date

7 Poverty Road
85H Bennett Square
Southbury, CT 06488
203-304-4104 Phone
800-440-3459 Fax

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

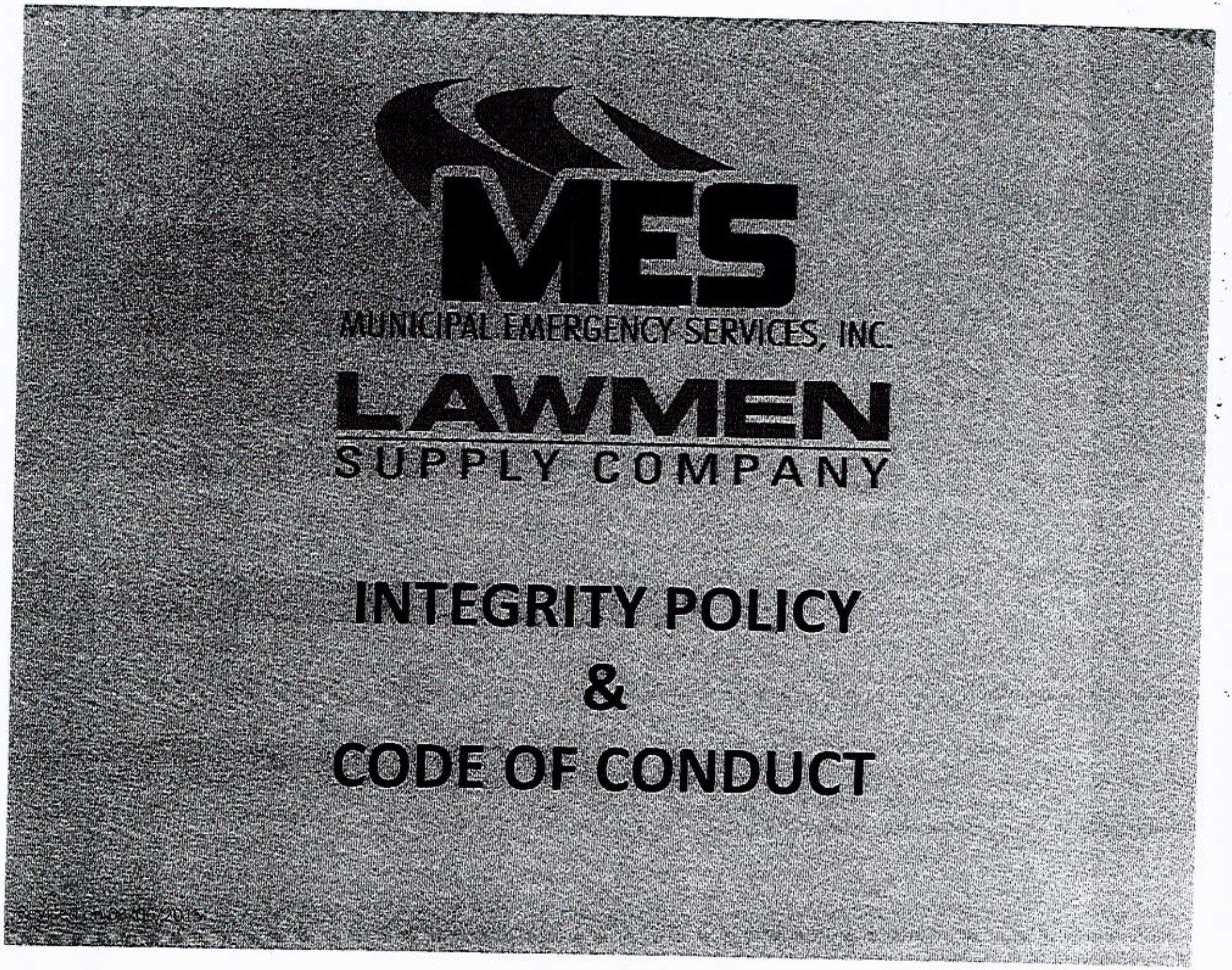
It is the policy of Municipal Emergency Services, Inc. to employ qualified persons of the greatest ability without discrimination against any employee or applicant for employment because of race, religion, color, sex, physical or mental disability, national origin, age, status as a disabled veteran, veteran of the Vietnam era, other covered veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or any other protected group status as defined by law and further, to take affirmative action to employ and advance in employment qualified minorities, women, disabled individuals, disabled veterans, veterans of the Vietnam era, and other covered veterans. I wish to reaffirm and reemphasize that this policy applies throughout the Company.

To implement this policy, Municipal Emergency Services, Inc. has established Affirmative Action Programs by which we undertake that:

1. We will recruit, hire, train and promote qualified persons in all job titles, without regard to race, religion, color, sex, physical or mental disability, national origin, age, covered veterans' status, or any other protected group status as defined by law;
2. We will base decisions on employment so as to further the principle of equal employment opportunity;
3. We will insure that employment decisions are in accord with principles of equal employment opportunity by imposing and valid job requirements;
4. We will insure that all personnel action such as compensation, benefits, transfers, promotions, layoffs, company-sponsored training, education tuition assistance, social and recreational programs, will be administered without regard to race, religion, color, sex, disability, national origin, age, covered veterans' status or any other protected group status as defined by law.

Overall responsibility for the implementation of this policy is delegated to Ms. Ellen Cavanaugh, Employee Welfare Manager, who is hereby designated as the EEO Coordinator.

Thomas X. Hubregsen,
President
January 1, 2014


MES
MUNICIPAL EMERGENCY SERVICES, INC.
LAWMEN
SUPPLY COMPANY
INTEGRITY POLICY
&
CODE OF CONDUCT


INTEGRITY
If it is not right do not do it
If it is not true do not say it.
Marcus Aurelius

WHO THESE POLICIES APPLY TO

The Code of Conduct must be followed by anyone who works for or represents Municipal Emergency Services, Inc. (MES) or Lawmen Supply Company. This policy will refer to MES and Lawmen Supply Company as the "Company"

THIS INCLUDES:

- **MES/LSC directors, officers and employees.**
- **Subsidiaries and controlled affiliates.** Entities in which MES owns more than 50 percent of voting rights, or which MES has the right to control, are required to adopt and follow the Company compliance policies.

MES/LSC employees working with third parties such as consultants, agents, sales representatives, distributors and independent contractors must:

- Require these parties to agree to comply with relevant aspects of the Company's compliance policies.
- Provide these parties with education and information about policy requirements.
- Take action, up to and including terminating a contract, after learning that a third party failed to abide by the Company compliance policies.

STATEMENT OF INTEGRITY

The value of the Company is built on the trust our customers have in our people, our services and on our ability to properly manage each business transaction. The most important thing we have is our reputation for high standards and integrity in everything that we do for our customers. Integrity is the rock upon which our success must be built. Customers and suppliers must know that the Company will always conduct business in a forthright and honest manner. A single lapse of integrity can damage the reputation of the company not only locally, but in every market we serve. Our commitment to integrity will determine our future and is the cornerstone of our ability to be excellent competitors.

I ask every employee of the Company. to commit to the following code of conduct:

- Obey all laws and regulations governing our business conduct
- Avoid all conflicts of interest between your work and your personal affairs
- Be honest, fair and trustworthy in all of your customer and supplier relationships
- Embrace an atmosphere of equal opportunity where everyone is welcome in the MES family
- Create a safe workplace and ensure we protect the environment
- Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees

Guiding our ethical commitment is a set of policies on key integrity issues. All Company employees will be expected to understand and comply with these policies. Not only both to the letter of the policy, but also to comply with the spirit that drives the need for these policies. It is every employee's duty to ensure we all comply with these policies. *"Making the numbers", "my boss told me to", a competitive situation or the loss of a customer* is never more important than integrity.

It is every employee's duty to notify management if they believe we are violating our own policies or standards for integrity. If your manager is the person violating the policy it is incumbent on the employee to notify the President or an Officer of the Company. Regardless of whom you report a concern to; it is the duty of the leadership team to treat your concern with prompt care and respect.

Strategically there is nothing more important to this company than our commitment to integrity. Anyone at the Company who acts without integrity endangers the reputation of the company, our suppliers and our ability to provide for our families. Integrity is a commitment we must all share together.

Tom

Tom Hubregsen
President

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THE CODE OF CONDUCT

01 Be trustworthy, fair and honest in all of your Company related interactions and activities.

02 Adhere to the laws and regulations governing our business.

03 Abide dutifully to the Company Integrity Policy and Code of Conduct and promptly report any concerns you have about compliance with the Code of Conduct, law or any Company policy.

04 Strive to steer the Company in as competitive a way as possible — with integrity, accountability and in compliance with all applicable laws and our policies.

Revised on 03/06/2015

YOUR DUTIES AS COMPANY EMPLOYEES

BE KNOWLEDGEABLE

Have full knowlege of *the Company Code of Conduct* policies.

Know the details of the *Company Code of Conduct* that is relevant to your individual job responsibilities.

Learn about your detailed business and regional policies and procedures and understand how to apply them to your job.



BE AWARE

Stay attuned to developments in your area or industry that might impact the Company's compliance with laws and regulations or reputation in the marketplace.

Understand the Company may review, audit, monitor, intercept, access and disclose information processed or stored on Company equipment and technology, or on personally-owned devices with Company network access.

BE COMMITTED

Promptly raise any concerns about potential violations of law or Company policy.

Cooperate fully and honestly in Company investigations related to integrity concerns.

THE COST OF NONCOMPLIANCE

Employees and leaders who do not fulfill their integrity responsibilities face disciplinary action up to and including the termination of their employment. The following examples of conduct can result in disciplinary action.

EXAMPLES

Violating law or Company policy or requesting that others do the same.

Retaliating against another employee for reporting an integrity concern.

Failing to promptly report a known or suspected violation of the Company's integrity policies.

Failing to fully and honestly cooperate in Company investigations of possible policy violations.

Failing as a leader to diligently ensure compliance with the Company's integrity principles, policies and law.

YOUR DUTIES AS COMPANY LEADERS

The Company holds its leaders accountable for creating a culture of compliance in which employees understand their responsibilities and feel comfortable raising concerns without fear of retaliation. Leaders' responsibilities span prevention, detection and response to compliance issues.

Personally set the bar for integrity through actions not just words.

Ensure employees realize that business results are never more important than ethical conduct and compliance with the Company's policies.

Provide an environment in which every employee can comfortably raise concerns.

Communicate the importance of compliance at every appropriate opportunity.



HOW TO REPORT A CONCERN OR VIOLATION

It is critical that every employee read and understand these policies. If one of us fails to follow these policies it can impact all of us. We must ensure each and every Company employee acknowledges their understanding and acceptance of these policies. Please read these policies carefully, discuss anything you are uncomfortable with or do not fully understand with your manager and then visit the following website to acknowledge your acceptance of these policies:

Mymesportal.com

To express a concern or to report a violation:
Contact your Manager or
via email: **ombudsman@mesfire.com**

CORPORATE HEADQUARTERS
7 Poverty Road
85H Bennett Square
Southbury, CT 06488 203-364-0620

WORKING WITH CUSTOMERS

OUR POLICY

All Company employees will use ethical practices when selling goods and services to our customers. This policy sets forth practices that must be followed relating to entertainment, political contributions and payments when dealing with our customers. The Comapny will not tolerate or involve itself in any business practice that does not conform with these practices.

YOUR ROLE

- Never make a direct or indirect offer to any customer to influence or reward an action
- Specifically includes any payment or offer that would constitute either a bribe or kick back
- In all cases, a business courtesy, such as a gift, contribution or entertainment, should never be offered under circumstances that might create the appearance of an impropriety.
- Obey the laws of local, state and the federal government in areas related to this policy
- Political contributions by the Company to local, state or U.S. federal candidates may be regulated by US or state law
- Any political contributions to any candidate using Company funds must be approved in writing by the President of Municipal Emergency Services, Inc.
- You may provide gifts or entertainment to customers provided:
  - It is permitted by law
  - It is permitted by the policies and practices of the customer entity
  - It is within the guidelines of the Company Employee Policy regarding Travel and Entertainment
- Seek the advice of management or the Vice President of Sales in any area of concern in appropriate application of this policy with any MES customer

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of ethical business practices.
- A request by a Company employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible Company violation(s) of our standards for ethical business practices

SUPPLIER RELATIONSHIPS

OUR POLICY

Company relationships with our suppliers will be fair, lawful and efficient. The quality of our supplier relationships has a strategic impact on our customers and our ability to effectively serve our customers. The quality of the products we represent has a direct relationship on the perception our customers have of the Company. The Company also has a special responsibility due to the dangerous nature of the work that our customers perform, in how we choose suppliers, certify suppliers and in the manner in which we represent a supplier.

YOUR ROLE

- **A Company** employee should never share with a supplier any information about a competing supplier either directly or indirectly regarding:
    - Product Cost
    - Market Pricing
    - Supplier Selections
    - Company Supplier Strategies
    - In stock products or quantities
- Represent product lines that are consistent with the directives of Company management
- Discuss any concerns relating to supplier quality, certification or ratings that might impact our customers
- Do not represent used products as new
- Do not represent PPE or breathing air products that are not NFPA certified without the written approval of the Vice President of Sales
- Do not represent Body Armor products that are not NIJ compliant without written approval of the Vice President of Sales
- Do not participate in any supplier promotions, games or contests without express approval from MES management
- Do not accept from suppliers any gifts other than those of nominal value without written approval of MES management
- Any questions regarding what is nominal should be directed to the Vice President of Sales
- Safeguard any information the Company holds as confidential, either on our own or by agreement with the supplier
- Company employees are bound by the more detailed employee policy regarding Working with Suppliers

PROMPTLY REPORT

- Any concerns you might have regarding a MES breach of ethical business practices
- A request by an MES employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible MES violation of our standards for ethical business practices

CONDUCTING BUSINESS WITH GOVERNMENTS

OUR POLICY

The Company conducts a large percentage of business with municipal, state and federal government entities and agencies. In every instance, Company employees must apply the highest ethical standards and comply with all applicable laws and regulations, including certain special requirements associated with government transactions.

YOUR ROLE

- Adhere to the highest standards of honesty and integrity while abiding by all applicable laws
- Ensure reports, certifications, statements and proposals made to government agencies are accurate and truthful
- Gifts and entertainment to officials of the US Government and often to state and municipal local officials are highly regulated and often prohibited
- Do not provide gifts or entertainment unless you have determined that they are allowable and appropriate for that individual and not prohibited by regulation or law
- Do not sign government contracts or other documents without approval or Company established authority
- Abide by applicable laws and regulations relating to working with governments, particularly special requirements associated with government contracts and transactions
- Require anyone providing goods or services for the Company on a government project or contract—such as consultants, sales representatives, distributors or suppliers —to agree to comply with the Company's CONDUCTING BUSINESS WITH THE GOVERNMENTS policy.
- Be truthful and accurate when dealing with government officials and agencies
- Adopt processes that ensure reports, certifications, statements and proposals are current, accurate and complete and that contract requirements are adequately identified and communicated to the responsible parties
- Do not make any unauthorized substitutions for contracted goods and services or deviate from contract requirements without the written approval of the authorized government official

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of ethical business practices
- A request by the Company employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible Company violation(s) of our standards for ethical business practices

FINANCIAL CONTROLS AND RECORDS

OUR POLICY

The Company is responsible for properly recording, reporting and preserving financial information for our customers, lenders and investors. The Company must maintain detailed records that accurately record the transactions of the company and the distribution of company assets. To do so effectively and to protect the assets of the company, the Company maintains a system of internal accounting controls to meet those responsibilities. The Company's record keeping must be consistent and uniform for the purposes of managing and measuring the company.

YOUR ROLE

- The Company accounting and reporting will faithfully reflect the economic substance of the Company's business activities, consistent with generally accepted accounting principles, standards, and regulations for accounting and financial reporting
- Be accurate, timely and complete in maintaining records, customer documents and preparing reports for management
- Maintain effective processes and internal controls that fairly reflect transactions or events, as well as prevent or detect inappropriate transactions
- Make sure all information is accurate and complete before requesting the signature of a document
- Make sure that you have the authority before signing any document on behalf of the company
- Before committing the Company to any transaction obtain any required management approvals
- Do not release any Company financial information without proper management approvals
- Protect the Company's physical, financial and intellectual property assets
- Preserve documents and records known to be relevant to pending or foreseeable litigation, audits or investigations

PROMPTLY REPORT

- Any concerns you might have regarding an issue regarding financial controls and records

ANTI-TRUST LAWS

OUR POLICY

The Company will operate within the confines of the US antitrust laws. US antitrust laws govern the day to day conduct of how the Company sets prices, purchases and markets product and sells products and services to our customers. Every Company employee is responsible for complying with antitrust laws and reporting any potential violations to senior management. This is every employee's concern; a single finding of a violations of antitrust laws could result in the disbarment of the Company as a supplier to entitles using monies provided through local, state or federal government agencies.

YOUR ROLE

- Comply with all state and federal antitrust laws and the Company Anti-Trust Policy
- Do not propose or enter into any agreements or understandings – expresses or implied, written or oral, formal or informal with any competitor regarding the following aspects of the competition between the Company and the competitor for sales to third parties:
  - Prices
  - Bids
  - Customers, suppliers, sales territories or product lines
  - Terms or conditions of sale
  - Production, sales capacity or volume
  - Costs, profits or margins
  - Market share
  - Sales, marketing or development strategies for products or services
  - Distribution methods
- Do not propose or enter into any agreement with any other party regarding whether or how to bid. Only submit bids if the purpose is to compete for and win a particular piece of business
- Avoid contacts of any kind with competitors that could create the appearance of improper agreements or understandings. Actively disassociate yourself from any situations in which improper agreements or information sharing between competitors are raised, and promptly inform your supervisor
- The Company must never collude with other companies on price or terms to be offered to customers; agree with competitors to allocate markets or customers; or manipulate the bidding process

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of antitrust laws
- A request by a Company employee or a competitor to take action that might violate antitrust laws
- Concerns others may have expressed to you regarding possible Company violation of antitrust laws

CONFLICTS OF INTEREST

OUR POLICY

The Company recognizes and respects the employee's rights to take part in financial, business and outside activities not related to their job. However, these activities must be legal and free of conflicts with their employment at the Company. The Company's resources must not be misused and the Company's good name and reputation must not be discredited by employees outside activities.

On the job or in your free time, nothing you do should conflict with your responsibilities to the Company. No activity at work or at home should hurt the Company's reputation or good name. Misusing Company resources or influence is also prohibited. Even when nothing wrong is intended, the appearance of a conflict can have negative effects. It is crucial to consider how your actions might appear, and to avoid the perception of a conflict of interest .

YOUR ROLE

- Disclose in writing to your manager any financial interests, outside activities or relationships that may present a possible conflict of interest
- Paid professional, volunteer, or non-active member of any first responder organization may not receive any compensation based on sales to the organization
- Obtain approval from your manager before accepting any paid position with a non-Company business or entity
- Do not misuse Company property, equipment, facilities or time
- Avoid actions or relationships that might conflict or appear to conflict with your job or the interests of the Company
- Disclose (in writing to your manager and to company legal counsel) all of your outside activities, financial interests or relationships that may either present a conflict or the appearance of one
- Use good judgment in all personal and business dealings outside of your employment with the Company
- Avoid actions or relationships that may cause potential conflicts or create the appearance of a conflict with your employment with the Company or the Company's interests
- Do not misuse or use for personal gain Company resources, intellectual property, time or facilities—this includes office equipment, e-mail and computer applications
- Do not take for yourself personally any opportunities that the Company could have an interest in that are discovered through the use of the Company position, Information or property
- Get approvals before accepting any positions with an outside business while you are a Company employee
- Get your manager's approval when accepting not-for-profit board positions, particularly if the organization has a Company relationship or might expect Company financial or other support

PROMPTLY REPORT

- Any concerns you might have regarding a potential conflict of interest

FAIR EMPLOYMENT PRACTICES

OUR POLICY

The Company is committed to fair and equal employment opportunities. By continuing to extend equal and fair treatment for all employees on the basis of merit we will improve our business and provide our employee the ability to progress. As a company we will follow all federal and state laws in both spirit and to the letter where fair employment and equal opportunity are involved.

YOUR ROLE

- Use merit, qualifications and other job related criteria as the sole basis for all employment related decisions
- Recruit, hire, train, compensate, promote and provide other conditions of employment without regard to a persons race, color, sexual orientation, religion, national origin, sex, age, disability, veteran status or any other characteristics protected by US law
- Provide a work environment free of harassment of any kind for any reason including human characteristics or national origin
- Sexual harassment is specifically prohibited under this policy
- Both quid pro quo and hostile environment forms of sexual harassment are prohibited under this policy
    - Quid pro quo harassment includes:
        - Unwelcome sexual advances
        - Requests for sexual favors where the submission or rejection of that request is used as the basis for decisions regarding the employee
- Harassment is an activity that interferes with work performance and creates a hostile, intimidating and negative work performance that includes:
    - Unwelcome sexual advances
    - Requests for sexual favors or other physical or verbal conduct of a sexual nature
- Never disclose employment data to a person who does not have a business need, the authority, or, where required, the subject's consent

PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of fair and equal employment opportunity standards
- Concerns others may have expressed to you regarding possible Company violations of our fair and equal employment opportunity standards

ENVIRONMENT, HEALTH & SAFETY

OUR POLICY

Protecting the health and safety of employees and the environment is the law and the Company is dedicated to achieving environmental, health and safety excellence. This is the responsibility of every employee. The Company will strive to provide a safe and healthy work environment in all of our locations and will work to avoid causing harm or adverse impact to the environment.

YOUR ROLE

- Comply with all applicable environmental health and safety ("EHS") laws and regulations, and the Company EHS policies. Create and maintain a safe working environment and prevent workplace injuries.
- Continue to improve our EHS systems and performance as an integral part of the Company's operational strategy.
- Comply with applicable environmental, health and safety laws and regulations

PROMPTLY REPORT

Any concerns you might have regarding an EHS concern.

IMPROPER PAYMENTS

OUR POLICY

The Company prohibits bribery in all business dealings with both governments and the private sector.

The Company prohibits even small facilitation payments to expedite routine administrative actions. Our goal is to eliminate all facilitation payments.

We maintain strong controls aimed at preventing and detecting bribery. This includes a rigorous process for appointing and managing third parties acting on the Company's behalf in business dealings.

We maintain accurate books, records, and accounts that correctly reflect the true nature of all transactions.

YOUR ROLE

- Never offer, promise, make, or authorize a payment or the giving of anything of value to anyone in order to obtain an improper business advantage
- Remember that providing gifts, entertainment or anything else of value to government employees is highly regulated and often prohibited. Do not provide such gifts and entertainment unless you have received prior Company counsel approval
- Follow Corporate and business guidelines regarding gifts and entertainment and other business courtesies
- Never contribute Company funds or other Company assets for political purposes without obtaining prior approval from a Company officer or Company counsel, as applicable
- Follow your business due diligence procedures and require that any third party representing Company be carefully selected and comply with this policy
- Treat with extreme caution a demand from a third party to receive its commission payment prior to winning a deal/contract
- Be wary of any suggestion to direct Company business through a specific representative or partner due to a "special relationship"
- Be suspicious of any request to make a payment to a person who is not related to the transaction being discussed — or a request that payments be made in another country

PROMPTLY REPORT

- Any concerns you might have regarding an improper payment

CYBER SECURITY & PRIVACY POLICY

OUR POLICY

The Company respects individual privacy rights. The Company is committed to collecting, handling and protecting Personal Information responsibly, and in compliance with applicable privacy and information security laws and with the Company's Commitment to the Protection of Personal Information, where applicable.

The Company seeks to protect its networks, systems, devices and information in our possession. It is our policy to use information only for legitimate purposes and to maintain appropriate access controls.

YOUR ROLE

- Limit access to the Company's information to authorized individuals who need it for legitimate business purposes.
- Prevent unauthorized access, accidental loss, disclosure or destruction of the Company's information:
    - Secure physical copies and storage areas
    - Use strong passwords; don't share your password with anyone
    - When posting information online, do not disclose Personal Information, trade secrets, proprietary or other commercially sensitive information
    - Know the signs of phishing and recognize efforts to improperly acquire Company information
- Use only Company-approved systems and tools for storage, transmission and backup of Company information
- Do not use personal email, unapproved devices or software to conduct Company business
- When using Social Media avoid content that may be perceived as offensive or negatively affect Company business

PROMPTLY REPORT

- Any concerns or violations of the Cyber Security & Privacy Policy

KEY QUESTIONS OF INTEGRITY

The *Code of Conduct* is not a substitute for your good judgment, and it cannot cover every conceivable situation. you should be alert to signs that you or your colleagues are in an integrity gray area and ask yourself three simple questions if you have any doubts about what you should do.

01

How would this decision look to others within the Company and externally?

02

Am I willing to be held accountable for this decision?

03

Is this consistent with the Company's Code of Conduct?



Remember:

Act if you see an issue.

Ask if you're not sure.



Revised on 03/06/2015

20

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Bob Hartmann, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Gary Jablonski, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: CPAB Renewal

Recommendation
Motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background
Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis
N/A

Staff Contact:
Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_-_CPAB_2022 - TA Approved	12/8/2021	Resolution

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2001-035, establishing a Comprehensive Plan Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2021 the Comprehensive Plan Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Comprehensive Plan Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Comprehensive Plan Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Comprehensive Plan Advisory Board's purpose and objectives as follows:

i. To review and to provide input into the development of the Comprehensive Plan and to make recommendations to the Town Council.

ii. To review and to provide input on any item, as may be specifically requested by the Town Council that may affect land use within the Town.

iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December, 2021, on a motion by _____ and seconded by _____.

[Signatures on Following Page]

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.801.01

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Bob Hartmann, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Gary Jablonski, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: DIAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_DIAB_2022 Renewal - TA Approved	12/8/2021	Resolution

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2002, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2002-49, establishing a Fill and Drainage Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2021, the Drainage and Infrastructure Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town continues to see a need for the Drainage and Infrastructure Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Drainage and Infrastructure Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Drainage and Infrastructure Advisory Board's purpose and objectives as follows:

i. To provide input into the development of policies and procedures concerning filling, excavating, and clearing of lands within the Town.

ii. To provide input into any necessary revisions related to the tertiary drainage plan and to provide input into the prioritization of necessary drainage improvements within the Town.

iii. To provide input into the development of policies and procedures concerning the Town's infrastructure.

iv. To solicit input from residents of the Town concerning drainage and other infrastructure-related improvements.

v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December, 2021, on a motion by _____and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.806.01

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Bob Hartmann, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Gary Jablonski, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: FAB Renewal

Recommendation
Motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background
Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

The Fire Advisory Board (FAB) shall meet as directed by the Town Council.

Fiscal Impact/Analysis

N/A

Staff Contact:
Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_-_FAB_2022_Renewal - TA Approved	12/8/2021	Resolution

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on August 9, 2012, the Town Council adopted Resolution 2012-64, establishing a Fire Advisory Board to advise on matters relating to the Town's Fire and EMS Services; and

WHEREAS, on December 31, 2021, the Fire Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Fire Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Fire Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Fire Advisory Board's purpose and objectives as follows:

i. To advise the Council of fire and ems related issues.

ii. To analyze the needs of the Volunteer Fire Department.

iii. To analyze the Volunteer Fire Department's use of funds.

iv. The Town Staff Liaison shall serve as the conduit to provide the Fire Advisory Board with any information required to perform its services delineated herein.

v. A Fire Advisory Board Member shall not hold themselves out, in anyway, as being on the Board of Directors of the Volunteer Fire Department, or as an agent of the Town.

vi. The Fire Advisory Board shall meet as directed by the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December, 2021, on a motion by _____and seconded by _____.

[Signatures on Following Page]

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

Attest:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.802.01

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Town of Southwest Ranches
13400 Griffin Road
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Town Council
Steve Breitkreuz, ***Mayor***
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Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Martin D. Sherwood, CPA, CGMA, CGFO, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: RFNRAB Renewal

Recommendation
Motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background
Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis
N/A

Staff Contact:
Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_-_RFNRAB_2022 - TA Approved	12/8/2021	Resolution

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2003, the Town Council approved Resolution No. 2004-20, establishing the Friends of the Parks Advisory Board; and

WHEREAS, on January 11, 2007, the Town Council approved Resolution No. 2007-023, changing the name of the Friends of the Parks Advisory Board to the Recreation, Forestry, and Natural Resources Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2021, the Recreation, Forestry, and Natural Resources Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Recreation, Forestry, and Natural Resources Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to ratify the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Recreation, Forestry, and Natural Resources Advisory Board for one (1) additional year.

Section 3. The Town Council hereby ratifies the Recreation, Forestry, and Natural Resources Advisory Board's purpose and objectives as follows:

i. To provide input into the coordination of plans for the acquisition, funding, design, development, operation, maintenance and regulation of parks within the Town.

ii. To provide input into those multipurpose trails within the Town.

iii. To provide input into matters of forestry and natural resources, including but not limited to: tree canopy maintenance, management, and protection; water conservation; preservation, and protection of the environment; and protection of wildlife.

iv. To solicit input from residents of the Town concerning matters concerning recreational spaces, forestry, and natural resources.

v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December, 2021, on a motion by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.803.01

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Bob Hartmann, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Gary Jablonski, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: RPADAB Renewal

Recommendation
Motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background
Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the estab-lished Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis
N/A

Staff Contact:
Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_-_RPADAB_2022 - TA Approved	12/8/2021	Resolution

RESOLUTION NO. 2022 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 13, 2003, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2003-34, establishing a Rural Public Arts and Design Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2021, the Rural Public Arts and Design Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Rural Public Arts and Design Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Rural Public Arts and Design Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Rural Public Arts and Design Advisory Board's purpose and objectives as follows:

i. To provide input into the development of a rural sense of place including rural signage identification for the Town and review of public arts and design grants as they become available.

ii. To review all public arts and design grant applications, to establish a review process to recommend vendors, to involve residents in the process, and to make recommendations to the Town Council.

iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December, 2021, on a motion by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.804.01

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Bob Hartmann, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Gary Jablonski, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: SEAB Renewal

Recommendation
Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background
Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the estab-lished Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis
N/A

Staff Contact:
Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_-_SEAB_2022 - TA Approved	12/8/2021	Resolution

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, also on January 4, 2007, the Town Council adopted Resolution No. 2007-028, establishing a Schools and Education Advisory Board; and

WHEREAS, on December 31, 2021, the Schools and Education Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Schools and Education Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Schools and Education Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Schools and Education Advisory Board's purpose and objectives as follows:

i. To advise the Council of any school and educational issues related to the Town.

ii. To regularly attend the necessary Broward County School Board and other school-related meetings to monitor issues affecting the residents of the Town.

iii. To provide input regarding educational programs for the development of the students within the community.

iv. To provide input into the development of policies, procedures, and programs concerning any school or educational issues concerning the Town.

iii. To solicit and to obtain input from the residents of the Town concerning school-related or other education-related issues.

iv. To develop, to implement, and to monitor, with the assistance of the Town Administrator, a Town educational scholarship fund.

v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of December, 2021, on a motion by _____and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

ATTEST:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.805.01

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: Public Safety and Traffic Committee

Recommendation
Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

C. Reliable Public Safety

E. Cultivate a Vibrant Community

Background
Council Member Allbritton has indicated that during his campaign he met with many residents who expressed many concerns concerning traffic enforcement and instances of speeding in many areas of the Town. In response, he has requested that a Public Safety and Traffic Committee be formed to discuss the challenges present and with the goal of developing means and methods to address them.

Fiscal Impact/Analysis
None.

Staff Contact:

Andrew D. Berns, Town Administrator
Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO-Public Safety and Traffic Committee - TA Approved	12/10/2021	Resolution

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING THE "PUBLIC SAFETY AND TRAFFIC COMMITTEE", FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL OF PUBLIC SAFETY AND TRAFFIC RELATED ISSUES; PROVIDING FOR THE BOARD'S GOALS, OBJECTVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 1.04 of the Town's Charter, the Town Council has the ability to create committees and boards; and

WHEREAS, in response to the Town Council's desire for community involvement and insight into increasing safety on the Town's roadways, the Town Council desires to create a public safety and traffic committee; and

WHEREAS, this Resolution is necessary to comply with the Town Council's adopted Committee/Board Policy.

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 creates the "Public Safety and Traffic Committee."

Section 3: The Public Safety and Traffic Committee shall have the following goals, objectives, and limitations:

i. To advise the Council of public safety concerns on the Town's roadways, with an emphasis on traffic calming measures to reduce instances of speeding and cut through traffic.

ii. The Town Staff Liaison shall serve as the conduit to provide the Public Safety and Traffic Committee with any information required to perform its services delineated herein.

iii. A Public Safety and Traffic Committee Member shall not hold themselves out, in anyway, as being a representative of the Davie Police Department, or as an agent of the Town.

Section 4: The Committee shall be composed of five (5) volunteers, a council liaison, and a staff liaison. The mayor, vice-mayor and each councilmember shall each appoint one (1) Board Member. Each Member shall serve during his term at the pleasure of the council member who appointed him/her to the board. The membership of the Board shall be selected from interested residents. The initial Board Members shall serve from January 2022 through June 2022.

Section 5: The Council hereby appoints its Board Members and Council Liaison as follows:

Council Liaison: Jim Allbritton
Staff Liaison: Andy Berns, Town Administrator
Mayor Breitkreuz's Appointment: _____
Vice Mayor Jablonski's Appointment: _____
Council Member Allbritton's Appointment: _____
Council Member Hartmann's Appointment: _____
Council Member Kuczenski's Appointment: _____

Section 6: The Public Safety and Traffic Committee shall be governed in accordance with Resolution No. 2007-023, as may be amended from time to time. The Committee shall meet as often as the Committee deems necessary. The Committee shall submit, at a minimum, quarterly reports for review by the Town Administrator, which will be presented to the Town Council.

Section 7: Effective Date. This Resolution shall be effective immediately upon its passage.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2022, on a motion by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

Attest:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.808.01

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: Animal Shelter Audit Findings

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

The Broward County Adoption Shelter, is maintained and operated by Broward County through the Animal Care and Adoption Division for the purposes of providing care of dogs and cats. The Board of County Commissioners requested that an audit of the overall operation of the Broward County Shelter be undertaken by the Broward County Office of the County Auditor in 2020.

The Office of the County Auditor issued its audit and discovered the operation of the Shelter does not consistently adhere to best practices and laws. It identified that 78% of the calls from the public, the majority of which relate directly to interest in the animals, go unanswered; and the shelter is understaffed by 33% and needs to increase staffing by 30-36 full-time employees. Furthermore, the audit identifies that the use of volunteers has been eliminated for months, and

recommends that it be reinstated and efficiently administered.
The operation of the Shelter results in animals in interior kennels being left in the dark for 14-18 hours a day; and the current operation at the Shelter relative to animal confinement (kennels/cages) fails to meet industry standards.

The Town Council of the Town of Southwest Ranches deems it in the best interest of the Town to express its support of the Broward County Audit of the Animal Care and Adoption Division dated December 16, 2020.

Fiscal Impact/Analysis

None.

Staff Contact:

Andrew D. Berns, Town Administrator
Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO - Broward County Animal Shelter - TA Approved	12/10/2021	Resolution
Audit of the Animal Care and Adoption Division - Exhibit A	12/2/2021	Exhibit

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXPRESSING ITS SUPPORT OF THE BROWARD COUNTY AUDIT OF THE ANIMAL CARE AND ADOPTION DIVISION, REPORT NO. 21-05, DATED DECEMBER 16, 2020; PROVIDING FOR ITS SUPPORT OF THE IMPLEMENTATION OF GUIDELINES AND BEST PRACTICES BY THE ANIMAL CARE AND ADOPTION DIVISION WITH THE GOAL OF PROVIDING BETTER CARE FOR THE DOGS AND CATS MAINTAINED AT THE SHELTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Adoption Shelter is located at 2400 SW 42nd Street Fort Lauderdale, FL 33312 and is maintained and operated by Broward County through the Animal Care and Adoption Division for the purposes of providing care of dogs and cats;

WHEREAS, the Board of County Commissioners requested that an audit of the overall operation of the Broward County Shelter be undertaken by the Broward County Office of the County Auditor; and

WHEREAS, on December 16, 2020, the Office of the County Auditor issued its audit that among other things, the operation of the Shelter does not consistently adhere to best practices and laws, and that the programs and processes utilized at the Broward County Shelter are not operating effectively; and

WHEREAS, the audit identifies that 78% of the calls from the public, the majority of which relate directly to interest in the animals, go unanswered; and

WHEREAS, the audit indicates that the Broward County Shelter is understaffed by 33% and needs to increase staffing by 30-36 full-time employees; and

WHEREAS, the audit identifies that the use of volunteers has been eliminated for months, and recommends that it be reinstated and efficiently administered; and

WHEREAS, the operation of the Shelter results in animals in interior kennels being left in the dark for 14-18 hours a day; and

WHEREAS, the current operation at the Shelter relative to animal confinement (kennels/cages) fails to meet industry standards, which requires a minimum of two feet of space between defecation, feeding and resting areas for felines and soft bedding for canines; and

WHEREAS, the Broward County Shelter does not meet "no-kill" guidelines established by Broward County and statistics for October 2020 show 115 animal deaths. 27 died "in care" and 88 were euthanized, often without following proper protocol for public outreach before being euthanized; and

WHEREAS, the audit indicates that basic medical care is lacking due to insufficient veterinary oversight; and

WHEREAS, the audit identifies that outdoor canine play areas go unutilized while dogs are kept in cages day after day; and

WHEREAS, the Town Council of the Town of Southwest Ranches deems it in the best interest of the Town to express its support of the Broward County Audit of the Animal Care and Adoption Division dated December 16, 2020.

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

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Council. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Council of the Town of Southwest Ranches, Florida hereby expresses its support of the Broward County Audit of the Animal Care and Adoption Division dated December 16, 2020; a copy of the Audit is attached hereto as Exhibit "A".

SECTION 3. The Town Council of the Town of Southwest Ranches, Florida expresses its concern that the Broward County Shelter, due to operational failures, fails to provide adequate care for dogs and cats and therefore the Town Council fully supports that all the recommendations contained in the audit be immediately implemented and adhered to by the Broward County Animal Care and Adoption Division.

SECTION 4. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

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

Ranches, Florida, this _____ day of _____ 2022, on a motion by

_____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

Attest:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, J.D., Town Attorney
1001.809.01

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Audit of the Animal Care and Adoption Division

Office of the County Auditor

Audit Report

Robert Melton, CPA, CIA, CFE, CIG
County Auditor

Audit Conducted by:
Kathie-Ann Ulett, CPA, Deputy County Auditor
Gerard Boucaud, CIA, CISA, CDPSE, Audit Manager
Dirk Hansen, CPA, Audit Supervisor
Fay Francis, Audit Supervisor
Luis Martinez, CISA, CDPSE, Information Technology Audit Supervisor
André Miller, CPA, CIA, CFE, Audit Senior
Bryan Thabit, CPA, Audit Senior
Ferris Ziadie, CPA, Audit Senior
Diandra S. Jack, Staff Auditor
Kendall Ramsijewan, CPA, CIA, Staff Auditor
Marcello Mazzoncini, Staff Auditor
Nevin Barley, Staff Auditor

Report No. 21-05
December 16, 2020

OFFICE OF THE COUNTY AUDITOR
115 S. Andrews Avenue, Room 520 • Fort Lauderdale, Florida 33301 • 954-357-7590 • FAX 954-357-7592

December 16, 2020

Honorable Mayor and Board of County Commissioners

At the request of the Broward County Board of County Commissioners, we have conducted an audit of the Animal Care and Adoption Division.

The objectives of our audit were to determine whether kennel operations adhere to best practices and laws; programs and processes are operating effectively; personnel are adequately trained; assets are handled correctly; and revenues and expenses are accounted for appropriately.

We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately. Opportunities for Improvement are included in the report. Management's Response is included in Appendix D.

The audit also includes assessing the substantiation of the allegations reported by complainants. We have included a comprehensive list of allegations received and assessed, along with the disposition of each in Appendix A.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient and appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We appreciate the cooperation and assistance provided by the Animal Care and Adoption Division throughout our audit process.

Respectfully submitted,



Bob Melton
County Auditor

cc: Bertha Henry, County Administrator
Andrew Meyers, County Attorney
Monica Cepero, Deputy County Administrator
Leonard Vialpando, Director, Environmental Protection and Growth Management
Jeff Halsey, Director, Animal Care and Adoption Division

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EXECUTIVE SUMMARY

At the request of the Broward County Board of County Commissioners, we conducted an audit of the Animal Care and Adoption Division. We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately.

The Animal Care and Adoption Division (ACAD) is not adequately staffed to support current operations and provide minimum standards of care without over reliance on volunteers. We estimate that ACAD is at 65% the staffing level needed to adequately provide full services to the public for the specific operations reviewed. Our analysis shows that additional staff are needed in Kennel Operations, Clinic Services, Customer Service, and key program positions such as foster, rescue, adoption, return-to-field, volunteer, outreach, and information technology. In addition, we noted that ACAD has no certified animal behaviorists to assist in identifying and treating animals with behavioral issues and additional veterinarians are needed to provide adequate medical care. In total, we recommend ACAD staffing be increased by 29.5 to 36 FTE, depending on the number of volunteers used to assist in providing enrichment and whether programs such as pet licensing are outsourced as recommended.

Lighting in kennel areas is not used in compliance with industry guidelines to maintain animal health and well-being. Animals at the facility located in the interior kennel areas are without light daily between 14 to 18 hours. Leaving animals in darkness for an excessive amount of time may impact animal medical and behavioral health.

Current work schedules are inadequate to maintain animal health and well-being or support Shelter operations. Animals are left unattended for 16 to 18 hours without interaction with either other animals or humans. Cleaning begins within one hour of opening to the public at 11 a.m. which is insufficient time to address the quantity of animal waste which builds up within the kennel contributing to offensive odors within the kennels upon opening to the public. When combined with inadequate ventilation, it creates an unpleasant experience. In addition, cleaning is still in process upon opening, resulting in hoses within walkways and wet floors which increase the risk of injury to volunteers and members of the public. Also, animals are fed shortly before opening hours increasing the likelihood that animals will produce waste during the hours the shelter is open to the public.

Kennels and cages at the shelter are not secured during the hours the shelter is open. Anyone within the shelter, including volunteers, and members of the public can open kennels and cages and remove animals without employee supervision. Uncontrolled access to kennels and cages increases risks to animals, volunteers, the public, and employees, who may have to deal with incidents that occur. Dogs shaking the kennel door are at times able to open kennel doors increasing the risk of injury to the animal, public, volunteers and employees.

Kennel areas are not adequately monitored by employees during hours the shelter is open to the public to ensure the safety of members of the public, volunteers, and animals, and reduce legal liability. We have observed kennel operations staff, cleaning, and walking dogs throughout the day while volunteers and shelter visitors are generally unsupervised in Kennel areas. Volunteers have indicated during focus groups that it is difficult to find shelter staff when assistance is required. We have observed hazards to employees, volunteers, and the public, such as spills from water bowls and the occasional urine in the walkway while volunteers and members of the public are present. During interviews with volunteers, we noted that volunteers have been bitten while attempting to handle a suddenly aggressive animal without employees being present in Kennel areas to assist.

During our review of the sanitation procedures, we noted concerns that require immediate attention. The built-in Spray Master Technology (SMT) system, a pressure cleaning system used in the shelter to clean and sanitize animal enclosures while conserving water is not working as designed and requires immediate attention. Procedures to prevent contamination and the spread of disease (Fomite control) within kennel operations need to be enhanced and immediately implemented to reduce contamination with pathogens that contribute to transmission of disease. During our daily observations, we noted that staff do not consistently adhere to appropriate anti-contamination procedures.

Standard Operating Procedures regarding behavioral health do not align with national standards. Dogs do not consistently receive behavior evaluations either during the intake process or periodically throughout shelter stays. Eleven of 50 (22%) dogs we reviewed did not receive a behavior evaluation within seven days of intake as required by the shelter's intake policies. Six of 50 (34%) dogs in the shelter between 8-30 days did not receive a behavior evaluation. In addition, animal behavior classifications are not adequately recorded within the Chameleon system or consistently supported by behavior notes. Lack of appropriate supporting documentation for behavior classifications and inadequate recording of behavior classifications within Chameleon may increase risk of injury to the animal, employees, volunteers and members of the public and may not allow an adequate historical record to justify euthanasia based on animal behavior. According to industry guidelines, assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral

problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs.

Enrichment activities at the shelter are inadequate to maintain the health and well-being of animals. There is no formal schedule, criteria, and documentation of enrichment activities for animals within the shelter. In addition, while enrichment experiences are provided, such as walks and playtime, management is unable to demonstrate if all animals participate in these experiences or the frequency of participation, because the experiences are not scheduled or documented. For example, management uses a whiteboard to document daily walks; however, the whiteboard is managed by volunteers and inconsistently updated by staff. The whiteboard is erased each day and no permanent record is retained. The lack of adequate enrichment activities may cause animals to suffer mentally, be stressed, and cause behavior to deteriorate significantly reducing the likelihood of adoption and increasing the risk of euthanasia.

During our review of the administration of the Volunteer Program, we noted that improvements are needed. There is an inadequate number of volunteers daily to meet the needs of the shelter and make up for the lack of shelter staffing noted in our report. Volunteer surveys are not performed at various stages of the program as required by the approved Volunteer Standard Operating Procedure.

The pet licensing program is ineffective and potentially results in approximately $13 Million annually in lost revenue, based on statistics indicating the approximate number of pets in Broward County. The County issues licenses for only 17% of all pets in the County, based on statistical data. The number of licenses issued monthly appear to be decreasing year over year. For example: The number of licenses issued in December 2019 was approximately 13% lower that December of the previous year. Pet registration renewal averaged 51.4% during the five-year period reviewed. Pet registration tags are required to be issued/renewed annually, with few exceptions. In addition, we estimate cost savings of approximately $1.1 million over a three-year period when outsourcing is combined with the change to "Forever Tags" (not required to be renewed annually). In addition, professional outsourcing could lead to better compliance, which could significantly increase revenues.

Animal enclosures do not consistently meet industry guidelines. Smaller cages/enclosures used for housing cats are too small to allow a minimum of two feet between food, urination and defecation, and resting areas. Dog kennels/enclosures do not consistently contain a soft resting place to provide comfort and prevent pressure sores from developing, as required by ASV Guidelines, without adequate documentation. During our shelter observations from February 24 – 26, 2020, we noted six kennels without a bed or bedding. Upon follow-up with management

and review of the Chameleon system, in four of six (67%) instances there was no documentation supporting the absence of a bed or bedding.

Employees and volunteers are not adequately trained on animal handling procedures. Animal handling training is currently informal and typically handled through on-the-job training, volunteers train other volunteers and employees train other employees. As a result, animal handling procedures are inconsistently applied, and standards are unclear. Industry standards indicate that adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. ACAD has incurred liability claims of $22,000 for animal bites during the audit period for volunteers and the public and $27,000 in workers compensation claims for animal bites for employees.

Animal inventory counts or animal census to ensure all animals are accounted for are not performed daily as required by ACAD's Daily Census procedure. For example, during the period October 1, 2019 to January 31, 2020, animal inventory counts were performed on average every five days with a range of one to 13 days.

The current process for identifying and listing animals that require Foster is informal and is not tracked within the Chameleon system to maintain an adequate history. Staff utilizes a whiteboard to record animals needing foster which is periodically erased and not used to update Chameleon, the system of record. This method does not ensure completeness, facilitate the establishment of animals' history, is not measurable, facilitate the generation of system reports, or ensure transparency and accountability.

Daily assessments of at-risk animals are not performed by the Rescue Coordinator to proactively make them available to rescue groups. Upon inquiry, we were informed by staff that there is just not enough time or staff resources to conduct daily assessments and still meet other deadlines. Rescue application files are not adequately maintained and do not consistently contain required documentation. Twenty-nine of 49 (59%) sampled rescue partners did not have complete application documentation.

Medical procedures require enhancement. Periodic medical examinations are not performed for animals in the shelter greater than 30 days. Five of 29 (17%) animals sampled, did not have documentation of a medical examination during intake within the Chameleon system. Twelve (12) out of thirty (30) (40%) animals tested were missing evidence that their initial weight was recorded at intake, and two (2) out of thirty (30) (6%) animals tested were missing evidence that the animal's weight was recorded while at the facility.

During our review of field service response activities, we noted concerns. Nineteen of 60 (32%) field service calls sampled had response times that exceeded expected response times

established in ACAD's policies and procedures. The dispatch function is performed by a designated field service officer each shift while working in the field increasing response times. Dispatch and call response activities should be segregated. While the designated field officer is responding to a call, dispatch activities cannot be efficiently performed. There are currently no formal Field Service Officer monitoring procedures. During our review of Field Service Officer activities using global position system (GPS) data, we identified several concerns. We noted longer than usual routes between call locations. Field Service Officers sometimes spent most of the shift driving on highways, instead of driving through communities to patrol. Stops were made unrelated to a specific call that appear longer than what would be considered normal or related to field officers' daily duties.

Public records requests are not responded to in a timely manner. ACAD received 599 public records requests during the period October 1, 2018 to May 22, 2020, with an average response of 43 days. As of May 22, 2020, 62 public record requests were open with an average of 314 days since the receipt date.

Customer service calls are not handled adequately. The ACAD Customer Service number received 54,548 calls during the audit period. Of those calls, 42,661 (78%) were not answered by Customer Service personnel. We found that 75% of the unanswered calls were forwarded to voicemail.

During our review, we noted ACAD does not perform periodic emergency evacuation drills of the shelter. There are many reasons the shelter may have to be evacuated including bomb threats, fire, active shooter, etc. During these situations, the lives of employees, volunteers, visitors, and animals should be considered.

The Spay and Neuter Programs are not adequately monitored for effectiveness. The spay and neuter program is driven by the budget not on data monitoring demand or increases and decreases in animal populations. Management has no method to monitor whether the program is achieving its objective.

Trust fund accounts are not managed adequately to ensure that monies are accounted for appropriately and used for the appropriate purpose. All four trust fund balances are comingled and not accounted for separately making it difficult or impossible to validate fund balances and ensure that funds are transferred and disbursed for the purposes intended by County ordinance. For example, ACAD was unable to provide the fiscal 2019 year-end fund balance for each of the four trust funds. After review of the Adoption Trust Fund, we were unable to verify that $40,513.70 in interest income for fiscal year 2019 was allocated to the Adoption trust account. Adoption donations of $29,131 were incorrectly recorded to the General Trust Account for fiscal year 2019.

The Pet Supermarket agreement is expired and has not been renewed or updated since September 2012. We further noted that provisions within the old agreement are still in effect today, and that monitoring and progress reports of animals at Pet Supermarket is not occurring per the terms of the agreement. The Pet Supermarket contract is required to be renewed every four years per the initial agreement.

During our review of Purchasing Card (P-Card) transactions, we noted that transactions are potentially split to circumvent the $3,500 P-Card limit. Cardholder transactions totaling $352,947, considered potential splits, were processed within one to seven days or there were an excessive number of monthly transactions with the same vendor. Master agreements are not consistently used to reduce costs.

The Animal Shelter has design flaws that require remediation and was not designed to support the County's goal of "No Kill". The Heating, Ventilation and Air Conditioning (HVAC) system is not adequately designed to support animal shelter operations. The current system does not adequately separate air between animal housing areas and administrative areas used by staff and members of the public. In addition, the air exhaust taking air out of the system is too close to the air intake resulting in the recirculation of bad air. Both these issues affect air quality within the building and contribute to unpleasant odors. The shelter is not designed to provide alternate housing based on length of stay, which has been identified as a risk factor for animal physical and psychological well-being. As the length of stay increases, it becomes progressively more important to provide space that is both mentally and physically stimulating. During inquiries with the Construction Management Division, they indicated there was no record or knowledge of a request to modify the construction program or adjust the design to suit the goal of "No Kill.".

Exterior areas in the rear of the animal shelter used for animal enrichment (walks, playgroups) were not originally designed for that purpose and do not have adequate drainage to maintain animal health and well-being or support operations. While there are canopies installed in outdoor areas that provide some shade to reduce direct sunlight to employees, volunteers and animals on sunny days, these areas are not equally protected from inclement weather to facilitate their use for enrichment activities on rainy days. the grassy area between the building and the two fenced play areas is steeply sloped, slippery, and present a fall hazard to volunteers and employees taking dogs out for walks or enrichment. Several volunteers commented that they have slipped or have observed others slip due to the sudden slope. This is further exacerbated when walking strong dogs. Most of the area in the rear of the shelter building floods after heavy rainfall and may remain under water for extended periods affecting shelter operations.

Additional opportunities for improvement are included in our report. Our report contains a total of 135 recommendations for improvement. In addition, we assessed 87 allegations made to us by various individuals during the course of the audit, which are included in Appendix A. Management's response in included as Appendix D. We appreciate management's cooperation during the course of the audit.

INTRODUCTION

Scope and Methodology

The Office of County Auditor conducts audits of Broward County's entities, programs, activities, and contractors to provide the Board of County Commissioners, Broward County's residents, County management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

At the request of the Broward County Board of County Commissioners, we conducted an audit of the Animal Care and Adoption Division. Our objectives were to determine whether:

1. Kennel operations adhere to best practices and laws.
2. Programs and processes are operating effectively.
3. Personnel are adequately trained.
4. Assets, revenues, and expenses are handled and accounted for appropriately.
5. Any opportunities for improvement exist.

To determine whether kennel operations adhere to best practices and laws, we evaluated kennel operation's practices against industry practices, including intake procedures, population management, sanitation, medical services, euthanasia, behavioral health, and animal handling. We visited other shelters in the tri-county area, performed daily observations and made inquiries of appropriate personnel. In addition, we evaluated the design of the shelter and its environment.

To determine whether programs and processes are operating effectively, we reviewed policies and procedures and performed selective sample tests in the following areas: Foster Program, Rescue Program, Adoption Program, Volunteer Program, pet licensing, citations, and field operations. In addition, we reviewed governance practices and business operations such as information technology, partnerships and contract administration, public education, marketing, outreach, and customer service.

To determine whether personnel are adequately trained, we reviewed training policies and practices as well as evaluated hiring practices and certifications.

To determine whether assets, revenues and expenses are handled and accounted for appropriately, we reviewed and evaluated cash handling and procurement practices, payroll, and the use of the animal care trust fund.

The audit also includes assessing the substantiation of the allegations reported by complainants. We have included a comprehensive list of allegations received and assessed, along with the disposition of each in Appendix A.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The audit was performed when the Animal Care and Adoption Division was working under duress from negative public pressure due to allegations of unsanitary conditions and overcrowding. Fieldwork was performed while the Division was addressing and responding to these allegations.

Our audit included such tests of records and other auditing procedures, as we considered necessary in the circumstances. The audit period was fiscal years 2019 and 2020 (through May 31, 2020). However, transactions, processes, and situations reviewed were not limited by the audit period.

Overall Conclusion

We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately. Opportunities for Improvement are included in the report. Management's Response is included in Appendix D.

Report Organization

This report presents the results of our review of significant operational processes at the Animal Care and Adoption Division, as well as additional concerns identified, allegations reported, and recommendations designed to address our observations. As such, a significant amount of material is included herein. To facilitate the review of this information, we have separated our audit results into the following sections:

Section I: Areas of Immediate Concern

Section II: Facility Design & Environment

Section III: Sheltering Services

Section IV: Licensing Services

Section V: Clinic Services

Section VI: Field Services

Section VII: Customer Services

Section VIII: Governance

Section IX: Business Operations & Programs

Section X: Information Systems

Allegations received by our office, along with our related conclusions on each allegation are summarized in Appendix A.

Animal Care and Adoption Division Background

Organization

The Animal Care and Adoption Division (ACAD) is an agency within the Environmental Protection & Growth Management Department. ACAD's goal is to promote responsible pet ownership and community safety, reunite the lost, rescue the neglected, increase adoptions, and reduce the pet population by offering low cost sterilization options to the community.

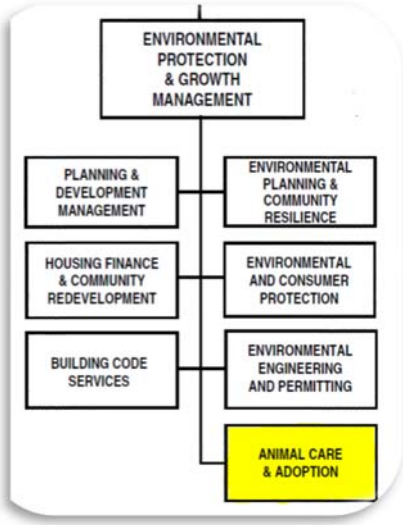


Figure 1 - Organizational Structure

The Animal Care and Adoption Division is responsible for the administration of the County's animal care and adoption functions as well as the enforcement of Chapter 4 of the Broward County Code of Ordinances and Florida statutes pertaining to dogs and cats.

The Division consists of six operational sections:

1. **Sheltering Services** includes intake services for field impounds, animals brought from other municipalities, and stray and owner surrendered cats and dogs brought to the

facility. This section attempts to divert intake by matching citizens with needed resources. Sheltering also includes daily care of dogs and cats such as feeding, cleaning of pet housing, and adoption support for citizens.

2. **Licensing Services** is responsible for the management, data entry and distribution of rabies licenses for the entire County.

3. **Clinic Services** provides routine examinations, tests, immunizations, and treatments for dogs and cats in the ACAD's care. The Clinic's veterinary staff also provides sterilizations and emergency treatment, as necessary.

4. **Field Services** responds to requests for assistance regarding lost, sick, injured, and dangerous dogs and cats, provides community outreach, education, and enforces provisions of Chapter 4 of the Broward County Code of Ordinances.

5. **Public Education and Outreach Services** are coordinated by staff involved with lifesaving programs. This section provides adoption marketing, plans special events, coordinates foster and off-site adoption placement, offers humane education programs, and generally informs the public about Division services, alerts, events, activities, programs, ordinance enforcement, and volunteer opportunities. A monthly low-cost rabies vaccination and license clinic is coordinated by this section.

6. **Customer Service** provides public point-of-contact for various services and programs sponsored by the division.

No Kill Community Goal

In 2012, resolution No. 2012-271 was adopted, establishing a program for Broward County (County) with the goal to become a No Kill community. A No Kill community sets objectives to ensure that adoptable animals (healthy or treatable) are not euthanized even when the shelter is full. Euthanasia is reserved for terminally ill animals or those considered dangerous to public safety.

An advantage of these shelters is that they strive to keep animals alive and provide them a home. However, when these shelters are required to accept all animals, they are subject to overcrowding which may lead to poor living conditions.

Animal Care Industry Guidelines

The Association of Shelter Veterinarians (ASV) is an international organization whose mission is to improve the health and well-being of animals in shelters through the advancement of shelter

medicine. Guidelines for Standards of Care in Animal Shelters, published by the Association of Shelter Veterinarians in 2010 (ASV Guidelines), is widely implemented by the animal care industry and reference five freedoms for animal welfare (Farm Animal Welfare Council 2009) as outlined in Figure 2.

Figure 2: Five Freedoms for Animal Welfare



Farm Animal Welfare Council 2009

The Florida Animal Control Association (FACA) and the Florida Association of Animal Welfare Organizations (FAAWO) published the "Best Practices for Humane Care & High Live Release Programming (Best Practices for Humane Care) which includes comprehensive, industry minimum best practices which shelters and rescue organizations can work to develop and implement while increasing the number of animal lives saved.

While we recognize that the guidelines and best practices must be tailored for each organization, we referenced these guidelines and best practices, where applicable, throughout our audit.

SECTION I: AREAS OF IMMEDIATE CONCERN

Our audit disclosed certain areas of immediate concern that require improvement. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

1. The Animal Care and Adoption Division is not Adequately Staffed to Support Current Operations and Provide Minimum Standards of Care.

The Animal Care and Adoption Division (ACAD) is not adequately staffed to support current operations and provide minimum standards of care without over reliance on volunteers. We estimate that ACAD is at 65% the staffing level needed to adequately provide full services to the public for the specific operations reviewed in Table A. Our analysis examined key positions for shelter operations and programs, estimating the number of man-hours needed for each service and calculating the number of staffing resources needed for full coverage given net available working hours per full time equivalent (FTE) given the following assumptions:

- ACAD operates 7 days per week (Recommendation #14).
- Kennel operations staff operate on a 10 hour per day, 4 day per week schedule (Recommendation #13).
- Employees utilize all benefits each year, including:
  - Allotted 15 or 20-minute breaks
  - Job Basis Leave
  - Sick Leave
  - Annual Leave
  - Daily Time Adjustment
- Annual Net available working hours per FTE working an 8-hour schedule is:
  - 1525 Hours *(employees not eligible for job basis leave)*
  - 1485 Hours *(employees eligible for job basis leave) (See Appendix C)*
- Annual Net available working hours per FTE working a 10-hour schedule is:
  - 1520 *(employees not eligible for job basis leave)*

- 1480 *(employees eligible for job basis leave) (See Appendix C)*

- Shelter Clinic is open 7 days per week, 8-hours per day.
- Low-Cost Wellness Clinic is open 5 days per week, 8-hours per day.
- Management manages the population of animals to the shelter's design specifications of
  - 164 Dogs
  - 171 Cats

Table A shows the summary of our staffing recommendations based on our analysis.

Table A
Summary of Staffing Requirements for Selected ACAD Operations and Programs

	Animal Care and Adoption Division Agency Staffing Analysis Summary				
	Operation or Program	**Budgeted FTE**	**Current Staffing**	**Proposed Staffing**	**Additional FTE**
A.	**KENNEL OPERATIONS**	22.5	22.5	37.5	**15**
	Proposed Staffing Summary:		*Cleaning and Feeding*	*20.5*	
			Enrichment	*9.5*	
			Behaviorist	*2.5*	
			Kennel Supervisor	*2.5*	
			Enrichment Coordinator	*2.5*	
B.	**CLINIC SERVICES**	17	16.5	26.5	**9.5**
	Proposed Staffing Summary:		*Vet Tech Shelter Clinic*	*15*	
			Vet Tech Low-Cost Wellness Clinic	*4*	
			Vet Tech Supervisor	*2*	
			Veterinarian – Shelter Clinic	*4*	
			Veterinarian – Wellness Clinic	*1.5*	
C.	**CUSTOMER SERVICE**	10	9	19	**9**
	Proposed Staffing Summary:		*Customer Service Representative*	*15*	
			Intake Supervisor	*2*	
			Customer Service Supervisor	*2*	
D.	**FIELD SERVICE**	15	14	14	**-1**
	Proposed Staffing Summary:		*Field Service Officers*	*12*	
			Field Service Supervisor	*2*	
E.	**KEY PROGRAM POSITIONS**	5	5	14	**9**
	Proposed Staffing Summary:		*Foster Coordinator*	*2*	
			Rescue Coordinator	*2*	
			Adoption Coordinator	*2*	
			Return to Field Coordinator	*2*	
			Volunteer Coordinator	*2*	
			Outreach Coordinator	*2*	
			Pet Supermarket Coordinator	*0*	
			Information Technology	*2*	
F.	**PET LICENSING**	*5.5	5.5	0	**-5.5**
	Totals:	**75**	**72.5 (65%)**	**111**	**36**

Additional detail supporting our staffing analysis for each operation or program is described in sections A. through F. below:

A. Kennel operations staffing is not adequate to provide minimum standards of care.

Cleaning and Feeding

The number of Kennel Operations staff is inadequate to meet industry requirements for cleaning and feeding animals. The National Animal Control Association (NACA) and the Humane Society of the United States (HSUS 2010) recommend a minimum of 15 minutes of care time per day for each animal housed in the shelter. Management has provided documentation indicating that the shelter was designed for a capacity of 335 animals (164 dogs and 171 cats).

Based on this estimate and not the animal population which fluctuates above and below the shelter's capacity throughout the year, we applied the standard 15 minutes per animal to determine the minimum number of staff required for cleaning and feeding to be 20.5 full time equivalents (FTE) after accounting for net available work hours *(total hours - leave and holidays for one FTE)* in order to meet this minimum standard as shown in Table B.

Table B
Calculation of Minimum Staffing Requirements for Feeding and Cleaning

Calculation of Minimum Staffing Requirement (Feeding and Cleaning)	
Capacity of Dogs Per Design	164
Capacity of Cats Per Design	171
Capacity for Animals at ACAD	335
Daily Staff Hours (335 * 15 / 60) *Given a 10-hour per day shift: It requires approximately 8.5 people (85 hours)*	83.75
Number of Kennel Staff Hours Per Year (85 x 365)	31,025
Net Available Work Hours per FTE	1,520
Minimum Required Kennel Staff FTE	**20.5**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 10-hour per day schedule as animals require feeding and cleaning daily.

Enrichment

In addition to cleaning and feeding, animals also require enrichment, which refers to a process for improving the environment and behavioral care of confined animals within the context of their behavioral needs. The purpose of enrichment is to reduce stress and improve well-being by providing physical and mental stimulation, encouraging species-

typical behaviors (e.g., chewing for dogs, scratching for cats), and allowing animals more control over their environment.

ASV Guidelines indicate that animals should receive some type of positive social interaction outside of the activities of feeding and cleaning daily (e.g. walking, playing, grooming, petting, etc.). This is especially important for animals housed long-term. While we are aware that both dogs and cats require enrichment, we focused our analysis on dogs as they require more physical interaction than cats. Guidelines are inconsistent on the amount of time required for enrichment as it can take multiple forms; however, we noted that a 10 to 20-minute timeframe is cited by various organizations. For example:

"20 minutes of well-matched physical play between dogs is equivalent in energy expenditure to a 2-hour walk."

- https://www.andersonanimalshelter.org/enrichment-behavior

"for some dogs, 10 minutes of mental enrichment can be the equivalent of 30 minutes of physical activity."

- https://dogsdayoutseattle.com/variety-spice-life/

For our staffing estimation, we used 15 minutes of enrichment per day per dog. We are aware that placing dogs into playgroups may gain efficiencies and enrichment may also be provided by preparing toys and food games; however, any extra time gained using these methods can be used for cat enrichment. Table C shows our calculation for minimum number of staff needed for enrichment.

Table C
Calculation of Kennel Staffing Requirements for Enrichment

Calculation of Minimum Staffing Requirement (Enrichment)	
Capacity of Dogs Per Design	164
Dogs Requiring Enrichment	164
Daily Staff Hours (164 * 15 / 60) *For a 10-hour per day shift: It requires approximately 4 people (40 hours)*	41
Number of Kennel Staff Hours Per Year (40 x 365)	14,600
Net Available Work Hours per FTE	1,520
Minimum Required Enrichment Staff FTE	**9.5**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 10-hour per day schedule as animals require enrichment daily.

Based on the analysis above, we estimate that ACAD requires 30 full time equivalents (FTE) for cleaning, feeding and enrichment to meet minimum standards of care at capacity.

Volunteers at ACAD may be able to assist in providing enrichment allowing management to reduce enrichment staffing up to 50%.

Behaviorist

ACAD does not have a certified Animal Behaviorist or Trainer on staff to rehabilitate animals with behavioral issues and to assist in making animals more adoptable to reduce the risk of euthanasia. The County's No Kill goal has resulted in longer animal stays to maximize the opportunities for positive outcomes. Animals with behavioral issues are typically placed in isolation areas with limited access if they pose potential danger to other animals, employees, volunteers, and members of the public. Animal Behaviorists and Trainers supplement enrichment and work specifically with animals to assess and improve behavior to help in making the animal more adoptable. The Association of Animal Welfare Advancement explains:

> *"Behavior modification is the process of changing an animal's behavior using operant or classical conditioning. Unlike enrichment, which works to mitigate stress and the development of problematic behavior or behavioral deterioration, a good behavior modification program works toward altering an animal's problematic behavior such as fearful, aggressive, or reactive behavior. Behavior modification is often resource intensive and requires staff with a specialized skill-set."*

By properly utilizing an Animal Behaviorist or Trainer, distressed animals can be identified earlier, and may result in ACAD being more proactive in identifying and resolving issues resulting in reductions in long-term stays, isolation, bite incidents, and ultimately euthanasia. Certifications for Animal Behaviorists and Trainers include:

i. Academy of Veterinary Behavior Technicians (AVBT) certification
ii. American College of Veterinary Behaviorists (ACVB) certification
iii. Animal Behavior Society: Associate Certified Applied Animal Behaviorist (ACAAB)
iv. Animal Behavior Society: Certified Applied Animal Behaviorist (CAAB)
v. Certification Council for Professional Dog Trainers (CCPDT) certification
vi. International Association of Animal Behavior Consultants (IAABC) certification

vii. Certified Professional Dog Trainer- Knowledge Assessed (CPDT-KA) certification

viii. Karen Pryor Academy Certified Training Partner (KPA-CTP) certification

ix. Canine Training Center (CTC) certification

Table D shows the calculation of minimum staffing requirements to fill the behaviorist position for the entire year.

Table D
Calculation of Minimum Staffing Requirement for Behaviorist

Calculation of Minimum Staffing Requirement (Behaviorist)	
Daily Staff Hours	10
Number of Kennel staff Hours per year (365 x 10)	3,650
Net Available Work Hours per FTE	1,520
Minimum Required Behaviorist Staff FTE	**2.5**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 10-hour per day schedule as animals require behavioral services daily.

Based on the analysis above, we estimate that ACAD requires 2.5 full time animal behaviorists to have full coverage. ACAD currently has no certified behaviorists. Thus, an additional 2.5 FTE are needed to provide sufficient staffing.

Management may be able to outsource this function to a third-party rather than retain this expertise in-house.

B. ACAD does not have an adequate number of Veterinarians to maintain the health and well-being of animals and clinic staffing is not adequate to provide minimum standards of care.

Veterinarians

Veterinarians are responsible for handling and overseeing the medical care of animals in the Shelter Clinic and the Low-Cost Wellness Clinic. Based on job functions performed, the number of animals within the shelter, and discussions with management, we estimate that two Veterinarians per day are needed for the Shelter Clinic and one Veterinarian per day is needed to support the Low-Cost Wellness Clinic. Table E shows the calculation of minimum staffing requirements to have two veterinarians at the shelter each day for an entire year as well as staffing the rabies clinics two days each month. In addition, Table F shows the calculation of minimum staffing requirements to have one veterinarian in the wellness clinic each day for an entire year given a 5-day per week schedule.

Table E
Calculation of Minimum Staffing Requirement for Veterinarians in the Shelter Clinic.

Calculation of Minimum Staffing Requirement (Veterinarians – Shelter Clinic)	
Daily Staff Hours (8 x 2) = 16	
Number of Staff Hours Per Year ((365 - 12) x 16))	5,648
Rabies Clinic (2 days per month x 12 x 8)	192
Total Annual Operating Hours	5,840
Net Available Work Hours per FTE	1,485
Minimum Required Veterinarian Shelter Clinic FTE	**4**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week (minus 12 holidays), 8-hour per day schedule as animals require medical services daily.

Table F
Calculation of Minimum Staffing Requirement for Veterinarians in the Low-Cost Wellness Clinic.

Calculation of Minimum Staffing Requirement (Veterinarians – Low-Cost Wellness Clinic)	
Daily Staff Hours (8 x 1) = 8	
Number of Staff Hours Per Year = ((52.14 *(weeks)* x 5) – 12days) x 8	1,990
Total Annual Operating Hours	1,990
Net Available Work Hours per FTE	1,485
Minimum Required Veterinarian Wellness Clinic Staff FTE	**1.5**

*Staffing recommendation is calculated by the County Auditor's Office based on a 5-day per week (minus 12 holidays), 8-hour per day schedule.

Based on the analysis above, we estimate that ACAD requires four full-time veterinarians to staff the Shelter Clinic and 1.5 Veterinarians to staff the Low-Cost Wellness Clinic. ACAD currently has three veterinarian positions. Thus, an additional 2.5 FTE are needed to provide sufficient staffing.

Shelter Clinic Veterinary Technicians

The Shelter Clinic is responsible for handling the medical care of animals for whom ACAD is responsible, including animals housed within and shelter and animals placed with foster families. Veterinary Technicians working in the Shelter Clinic perform the following daily activities with the clinical, treatment, intake, and surgery sections of ACAD:

- Administering vaccinations and vaccination boosters
- De-worming animals

- Treating animals with skin conditions and respiratory problems
- Examining animals brought to shelter from the field or by owners as well as animals within the shelter
- Assessing general behavior
- Developing treatment plans
- Referring animals to veterinarians for medical attention as needed
- Preparing animals for adoptions
- Providing care for animals awaiting surgery
- Cleaning and maintaining the clinic medical facilities and treatment areas, and ensuring treatment and surgical holding areas are free from animal body wastes, secretions, odors, and bacterial growth

Based on job functions performed, the number of animals within the shelter, and discussions with management, we estimate that eight veterinarian technicians per day (non-holiday) and approximately one Veterinarian Technicians on holidays are needed to support the operations of the clinical, treatment, intake, and surgery sections. Table G shows minimum staffing requirements for Veterinary Technicians in the Shelter Clinic.

Table G
Calculation of Minimum Staffing Requirement for Veterinary Technicians in the Shelter Clinic.

Calculation of Minimum Staffing Requirement (Veterinary Technicians – Shelter Clinic)	
Daily Staff Hours for Non-Holiday (8 x 8) = 64 Number of Staff Hours Per Year for Non-Holiday ((365 - 12) x 64))	22,592
Daily Staff Hours for Holiday (8 x 1) = 8 Number of Staff Hours Per Year for Holiday (12 x 8)	96
Total Annual Operating Hours	22,688
Net Available Work Hours per FTE	1,525
Minimum Required Veterinary Technician Shelter FTE	**15**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week (minus 12 holidays), 8-hour per day schedule as animals require medical services daily.

Low-Cost Wellness Clinic Veterinary Technicians

The Low-Cost Wellness Clinic offers low-cost preventative care services to members of the public, 5-days per week. Based on job functions performed and discussions with management, we estimate that three Veterinarian Technicians per day to support the

operations of the wellness clinic. Table H shows minimum staffing requirements for Veterinary Technicians in the Low-Cost Wellness Clinic.

Table H
Calculation of Minimum Staffing Requirement for Veterinary Technicians in the Low-Cost Wellness Clinic.

Calculation of Minimum Staffing Requirement (Veterinary Technicians – Shelter Clinic)	
Daily Staff Hours (8 x 3) = 24 Number of Staff Hours Per Year = ((52.14 *(weeks)* x 5)-12) x 24	5,969
Total Annual Operating Hours	5,969
Net Available Work Hours per FTE	1,525
Minimum Required Wellness Clinic Staff FTE	**4**

*Staffing recommendation is calculated by the County Auditor's Office based on a 5-day per week (minus 12 holidays), 8-hour per day schedule.

C. Customer Service Representative staffing is not adequate to adequately support shelter operations while providing a pleasant customer service experience with minimal wait times to volunteers and members of the public. Customer Service Representatives are primarily responsible for interacting with the public and handling all transactions, including:

- Intake
- Adoptions Program
- Foster Care Program
- Pet License Registrations
- Lost and Found Pets
- In person and phone inquiries
- Accepting payments from retail sales and donations.

Based on job functions performed and discussions with management, we estimate that eight Customer Service Representatives per day are needed to support the ACAD's customer service operations. Table I shows minimum staffing requirements for Customer Service Representatives.

Table I
Calculation of Minimum Staffing Requirement for Customer Service Representatives.

Calculation of Minimum Staffing Requirement (Customer Service Representative)	
Daily Staff Hours (8 x 8) = 64	
Number of Staff Hours Per Year (365-12) x 64	22,592
Total Annual Operating Hours	22,592
Net Available Work Hours per FTE	1,525
Minimum Required Customer Service Staff FTE	**15**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 8-hour per day schedule.

D. Field Service Staffing is adequate to meet the needs of ACAD. Field Service personnel are responsible for handling calls by members of the public involving ACAD's services, including:

- ❖ Injured, sick, or stray animals
- ❖ Animal bites
- ❖ Animal abuse, neglect, and cruelty
- ❖ Pet Registration Tag Checks

Field Service Officers also perform area patrols and perform animal transportation services for ACAD.

Based on job functions performed, and discussions with management, we estimate that six Field Service Officers per day (non-holiday) and approximately one Field Service Officer on holidays are needed to support field service operations. It is management's current practice to have one Field Officer on call for 2 hours daily and 8 hours on holidays. Table J shows minimum staffing requirements for Field Service Officers.

Table J
Calculation of Minimum Staffing Requirement for Field Service Officers.

Calculation of Minimum Staffing Requirement (Field Service Officers)	
Daily Staff Hours for Non-Holiday (8 x 6) = 48 Number of Staff Hours Per Year for Non-Holiday (365 - 12) x 48)	16,944
Daily On-Call for Non-Holiday (365-12) x 2 hours	706
Daily On-Call for Holiday (8 x 1) = 8 Number of Staff Hours Per Year for Holiday (12 x 8)	96
Total Annual Operating Hours	17,746
Net Available Work Hours per FTE	1,525
Minimum Required Field Service Staff FTE	**12**

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 8-hour per day schedule as animals require medical services daily.

E. The number of Supervisory positions, including positions that are key to the success of shelter programs is inadequate. During our review, we noted the lack of adequate supervision and quality control has contributed to many of the issues noted within this report. In many instances, positions that are critical to the operations and programs of ACAD are not staffed to allow full coverage while ACAD is open. Table K shows minimum staffing requirements for Supervisors.

Table K
Calculation of Minimum Staffing Requirement for Supervisors.

Animal Care and Adoption Division Agency Staffing Analysis				
Supervisory Position	**Budgeted FTE**	**Current Staffing**	**Proposed Staffing**	**Additional FTE**
Foster Coordinator	.5	.5	2	**1.5**
Rescue Coordinator	.5	.5	2	**1.5**
Adoption Coordinator	0	0	2	**2**
Return-to-Field Coordinator	1	1	2	**1**
Volunteer Coordinator	1	1	2	**1**
Outreach Coordinator	1	1	2	**1**
Pet Supermarket Coordinator	1	1	0	**-1**
Intake Supervisor	1	1	2	**1**
Customer Service Supervisor	1	1	2	**1**
Field Service Supervisor	1	1	2	**1**
Kennel Supervisor	1	1	2.5	**1.5**
Vet Tech Supervisor	2	2	2	**0**
Enrichment Coordinator	1	1	2.5	**1.5**
Information Technology	1	1	2	**1**
Totals:	**13**	**13**	**27**	**14**

During our analysis we noted the following:

- The Foster and Rescue Coordinator function is currently staffed by one individual which is inadequate to support these functions based on the amount of work performed and the importance of these functions to the mission of ACAD. We separated these functions as noted in Table K above.

- There is currently no Adoption Coordinator position. The Adoption Program is another key program that is important to the success of the shelter and is necessary. We added Adoption Coordinators as noted in Table K above.

- The Pet Supermarket Coordinator position is responsible for administering the Pet Supermarket Program which accounts for the adoptions of approximately 34% of cats. This program is vital; however, we believe that with the creation Adoption Coordinator positions, this function can be supervised by Adoption Coordinators, utilizing Customer Service Representatives (CSRs), Field Officers, and Vet Techs to facilitate the paperwork needed transportation, and medical needs of these animals. We removed this position as noted in Table K above.

F. Management uses five full-time temporary workers and one dedicated part-time employee (PT-19) to process license tag sales information in addition to oversight and support provided by the Business Manager, Purchasing Agent, and Information Technology Specialist. Due to the ineffectiveness of this program as noted in Opportunity for Improvement No. 13, we are recommending that this program be outsourced, and the associated staff removed or repurposed.

Without adequate staffing, ACAD will not be able to effectively meet its objectives. While we see the lack of staffing as a significant issue, it does not necessarily mean that additional resources are the solution to all issues noted within this report. Recommendations within this report address the need to standardize shelter procedures, incorporate industry standards and best practices and ensure accountability and management controls.

Our staffing analysis focused solely on ACAD's programs and operations except for information technology resources which we determine to be essential. Administrative and clerical positions at ACAD were not evaluated.

Recommendation 1

We recommend management increase ACAD staff by 29.5 to 36 FTE depending on management's decisions about:

- ❖ The use of volunteers for enrichment, which may reduce proposed staffing by 4 FTE
- ❖ Hiring or outsourcing behaviorists, which may reduce proposed staffing by 2.5 FTE

Recommendation 2

We recommend management evaluate administrative and clerical position staffing for adequacy.

2. ACAD has not Established the Shelter's Maximum Capacity for Care.

ACAD has not established the shelter's capacity for care. According to ASV Guidelines, the number of animals that ACAD can adequately care for is determined by the number of appropriate housing units; staffing for programs or services; staff training; average length of stay; and the total number of reclaims, adoptions, transfers, release, or other outcomes.

Establishing the shelter's capacity for care is therefore significant in determining policies and strategies for operating within the Shelter's capacity while working to achieve the County's no

kill goal. Upon inquiry, the Interim Director stated that a former Director was working on determining the shelter's maximum housing capacity, but the effort stalled after he resigned. In addition, Best Friends Shelter conducted a shelter assessment of ACAD in November 2018 which found that the shelter was operating above its capacity for care. ACAD promised to remedy the problem by increasing adoptions and fosters, as well as adjusting staffing levels to ensure that the animals are provided humane care.

Every sheltering organization has a maximum capacity for care, and the population in their care must not exceed that level. According to Best Practices for Humane Care, it is typical that during summer months, organizations in Florida are pushed far beyond their limits in terms of the number of animals that can be properly cared for. For this reason, FACA and FAAWO believe that organizations should determine which programs may help them operate within their capacity for care.

Failure to establish capacity for care results in unwanted outcomes including:

- Delays or failure to provide necessary care;
- Substandard housing due to overcrowding;
- Increased ratio of animals to staff leading to increased staff and animal stress;
- Haphazard mixing of animals;
- Increased risk of infectious disease exposure; and
- Increased negative interactions between animals.

According to ASV Guidelines these outcomes prolong average lengths of stay for animals, leading to increased daily population, which further taxes the organization's capacity for care, worsens conditions, and threatens animal well-being.

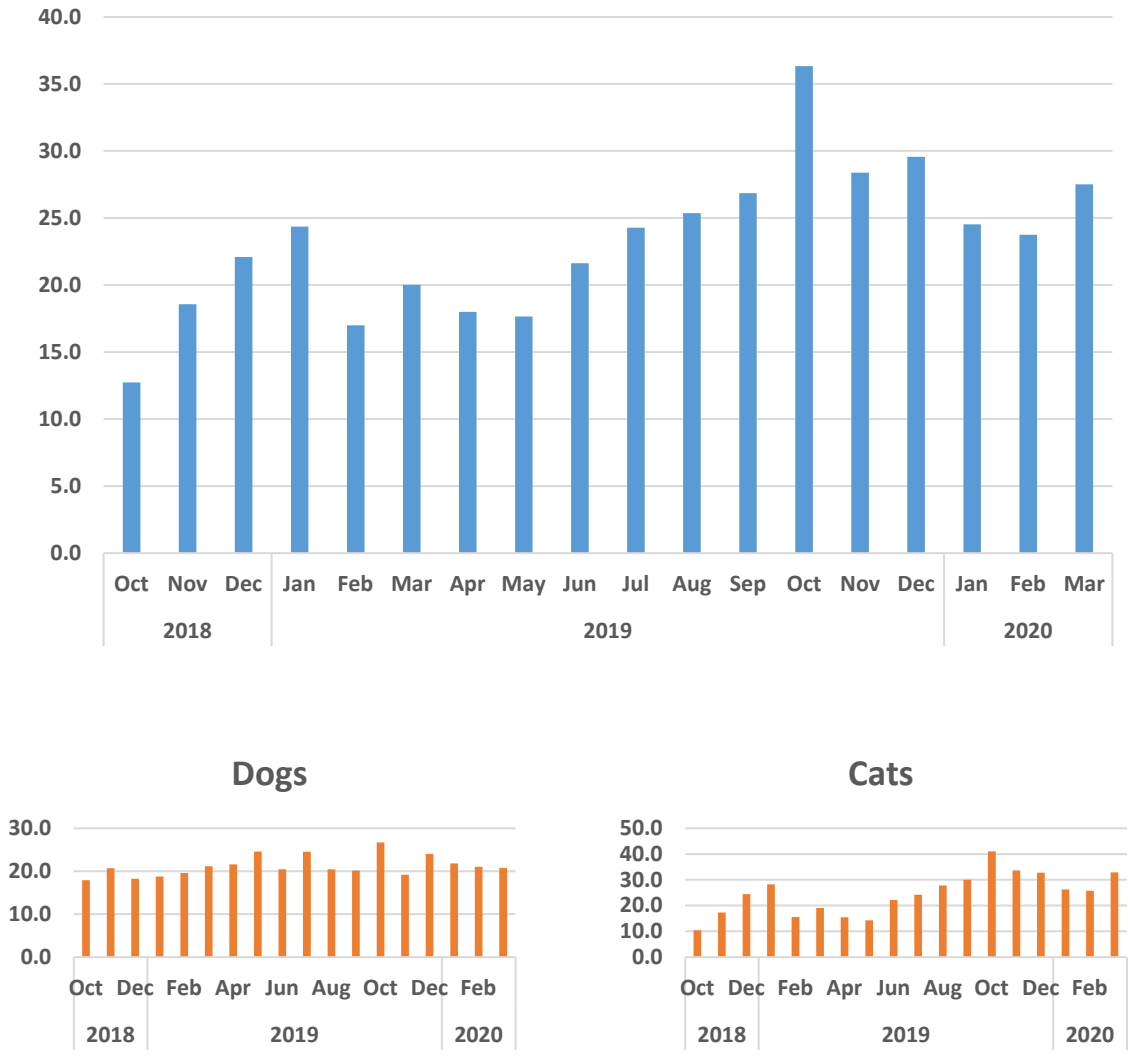
Recommendation 3

We recommend management define its capacity for care and update standard operating procedures with protocols to maintain the shelter's population within this capacity while pursuing the County's no kill goal.

3. The Average Length of Stay for Animals has Increased Throughout the Audit Period.

The average length of stay for animals within the shelter has increased throughout the period October 2018 to March 2020 as shown in Figure 3.

Figure 3: Average Length of Stay for Animals Entering the Shelter From October 2018 to March 2020 *(in Days)*.



Compiled by County Auditor based on data extracts from Chameleon

According to the Association of Shelter Veterinarians Guidelines (ASV Guidelines), length of stay is a risk factor for animal illness in shelters and has a dramatic effect on the experience and needs of animals in shelter care. Length of stay measures the time that an animal stays at a shelter. It

is an important measurement because it directly impacts the number of animals sheltered at any given time. As the length of stay increases beyond 1 to 2 weeks, shelters should provide additional space that is both mentally and physically stimulating as well as alternatives to traditional housing, increasing cost.

According to Best Practices for Humane Care, organizations should in general, work with a "quick-in, quick-out" philosophy. ACAD is not currently equipped to provide additional space or alternatives to traditional housing because the facility was designed for short-term handling of animals as noted in Opportunity for Improvement No. 4. As average length of stay increases, there is an increased likelihood that the shelter will exceed its capacity for care.

Recommendation 4

We recommend management monitor the average length of stay for dogs, cats, puppies, and kittens to determine what animals move most quickly out of the shelter and to identify bottlenecks in the animal flow through the shelter. All efforts need to be made to minimize the length of stay for animals with an emphasis on a live release outcome.

Recommendation 5

We recommend management work to create additional community partnerships to decrease the average length of stay.

4. Animal Shelter has Design Flaws that Require Remediation and was not Designed to Support the County's Goal of "No Kill".

During our review of the animal shelter, we noted the following concerns:

A. The Heating, Ventilation and Air Conditioning (HVAC) system is not adequately designed to support animal shelter operations. The current system does not adequately separate air between animal housing areas and administrative areas used by staff and members of the public. In addition, the air exhaust taking air out of the system is too close to the air intake resulting in the recirculation of bad air. Both these issues affect air quality within the building and contribute to unpleasant odors.

   In August 2019, Mechanical Air Concepts conducted an evaluation of the HVAC system, and in November 2019, Delta G Consulting Engineers, working with Saltz Michelson Architects, prepared an assessment for the County which identified deficiencies with the HVAC system within the Shelter. The recommendations included the following:

i. Provide a 100% outside air unit for the lobby and all corridors in the administration area and in the kennels. (Separate the animal occupancies from the human occupancies.)

ii. Increase the air exchange rate to minimum 10 air exchanges per hour.

iii. Provide dedicated exhaust fans for all animal occupancies.

iv. Add filtration to the exhaust grilles in the kennels, if practical, or provide consistent maintenance of the grilles.

v. Extend the outside air intakes on the roof away from the air exhaust locations.

vi. Modify the existing Aaon unit controllers with Siemens control as required to allow the remote changing of unit parameters.

As of July 31, 2020, the implementation of these recommendations was still in process. The HVAC system should be appropriately designed to maintain adequate temperature and humidity, as well as maintain appropriate air quality level to maintain the health and well-being of animals, volunteers, employees, and members of the public.

B. The Animal Shelter was not designed with the County's "No Kill" goal as a requirement. We noted that the design of the facility does not appear to adequately address the County's following objectives to support "No Kill".

i. The shelter is not designed to provide alternate housing based on length of stay, which has been identified as a risk factor for animal physical and psychological well-being. As the length of stay increases, it becomes progressively more important to provide space that is both mentally and physically stimulating. According to the Association of Shelter Veterinarians' guidelines, for animals housed long term the physical environment must include opportunities for:

a. Hiding, playing, resting, feeding, and eliminating.

b. Protected indoor-outdoor access. Outdoor spaces must be suitable enclosed to protect from adverse weather, vandalism, and prevent escape or predation.

c. Group housing and participation in supervised playgroups for exercise and social enrichment.

Resolution No. 2012-271 by the Broward County Board of County Commissioners pertaining to the establishment of a program for Broward County with the goal of becoming a no kill community was approved on April 3, 2012. By this time, the shelter's predesign phase was complete, and the schematic design phase was in process. See construction project timeline in Table L.

Table L
Animal Shelter Construction Project Timeline

DESCRIPTION	START DATE	END DATE
Predesign kickoff of applicable or NTP for Predesign/ Programming	7/24/2006	2/12/2010
NTP for Schematic Design	2/12/2010	
No Kill Policy Approved	**April 3, 2012**	
NTP for Schematic Design (Continued)		9/10/2012
NTP for Design Development	9/10/2012	1/17/2014
NTP for Construction Documents	1/17/2014	9/29/2014
Permit submittal	9/29/2014	3/1/2016

During inquiries with the Construction Management Division's staff, they indicated there was no record or knowledge of a request to modify the construction program or adjust the design to suit the policy. Enhancements to the shelter may be possible to more adequately support the County's "No Kill" goal.

Recommendation 6

We recommend management implement all recommendations in the consultant reports to address issues with the HVAC System.

Recommendation 7

We recommend management review current shelter design and develop a plan for enhancements that would support the County's "No Kill" goal.

5. Exterior Areas Used for Animal Enrichment Activities are Inadequate and do not Have Adequate Drainage Affecting Animal Health and Shelter Operations.

Exterior areas in the rear of the animal shelter used for animal enrichment (walks, playgroups) were not originally designed for that purpose and do not have adequate drainage to maintain animal health and well-being or support operations. During our review we noted the following concerns:

A. The area at the rear of the shelter used for animal enrichment was not designed for that purpose and is inadequate to maintain the health and well-being of animals. During our review, we noted the following concerns:

i. The area is a mixture of grass and sand, as shown in Figure 4, which cannot be sanitized. The area is intended for use by individual and groups of animals and management should consider using a synthetic turf which can be sanitized to prevent the spread of disease.



ii. While there are canopies installed in outdoor areas that provide some shade to reduce direct sunlight to employees, volunteers and animals on sunny days, these areas are not equally protected from inclement weather to facilitate their use for enrichment activities on rainy days. As noted in B *(below)*, these areas have poor drainage. In addition, due to a lack of covering, these areas cannot be used during and after any rainfall. Volunteers commented that the area gets muddy after rain.

In addition, as shown in Figure 5, a play area exists in the southwest corner of the building. This area has three sails that provide some shade on sunny days. The area is made of concrete and has a small area of Astroturf. The area has been

reported to get very hot during summer months making it uncomfortable for employees, volunteers, and members of the public.





Figure 5 - Play area attached to the southwest corner of the building.

iii. As shown in Figure 6, the grassy area between the building and the two fenced play areas is steeply sloped, slippery, and presents a fall hazard to volunteers and employees taking dogs out for walks or enrichment. Several volunteers commented that they have slipped or have observed others slip due to the sudden slope. This is further exacerbated when walking strong dogs.

During conversations with the Construction Management Division, they commented that the area where the two fenced/shaded structures are installed, was not originally designed to house the units. The area needs to be redesigned and evaluated to accommodate the current units/structures.

B. Most of the area in the rear of the shelter building floods after heavy rainfall and may remain under water for extended periods affecting shelter operations.

Example 1: On December 23, 2019 after approximately 10





inches of rainfall over several days, almost the entire rear of the shelter remained under water as shown in Figure 7, including areas where County vehicles are parked as a result of the lack of paved parking spaces noted in Opportunity for Improvement No. 18 as shown in Figure 8.

Example 2: On January 24, 2020, after overnight rain, we observed pooling water in areas used for walking dogs. The pools of water remained for at least one day as shown in Figure 9.



Figure 9 - Ponding in Rear of the Facility on January 24, 2020

Example 3: Some areas have permanently ponding water that has been consistently present throughout the course of our audit as shown in Figure 10.



Figure 10 - Permanently ponding water in grassy area on February 19, 2020

ASV Guidelines indicate that *"Standing water should not be allowed to accumulate in areas around the shelter because many pathogens thrive, and mosquitoes breed readily in these moist environments."*

Drainage of exterior areas should be sufficient to ensure the area is useable to support critical operational activity such as enrichment in order to maintain the health and well-being of animals.

C. Areas designed to temporarily hold standing water are not proactively treated to prevent the spawning of mosquitos. Failure to adequately control the mosquitos around the shelter spread the heartworm disease among the dog population and may potentially affect the health of employees and volunteers. During focus group meetings, volunteers commented that the area becomes infested with mosquitos during the summer months when there is frequent rainfall. See an example water retention area in Figure 11.



Upon inquiry, management indicated that the water retention ponds are required by Broward County's code to accommodate runoff from the parking lot and the roof, and when customer complaints are received, the Mosquito Control Division is contacted to spray the area.

As a result of the potential health impact to animals, volunteers, and employees, management should proactively and periodically have water retention ponds treated for mosquitos with increasing frequency during the summer months.

Recommendation 8

We recommend management redesign play and enrichment areas to ensure suitability for this purpose. Management should ensure the areas:

A. Can be adequately sanitized by considering a mixture of natural grass and synthetic turf.

B. Have sufficient shade and protection from inclement weather to facilitate daily operations.

C. Are adequately graded or leveled to reduce the risk of fall and injury to employees, volunteers, and members of the public.

Recommendation 9

We recommend management work with appropriate County agencies to develop and implement a plan to improve the drainage of exterior areas to make them useable for critical enrichment activities.

Recommendation 10

We recommend management proactively and periodically have water retention ponds treated for mosquitos with increasing frequency during the summer months.

6. Lighting in Kennel Areas is not Used in Compliance with Industry Guidelines to Maintain Animal Health and Well-being.

Animals at the facility located in the interior kennel areas are without light daily between 14 to 18 hours. On Tuesdays through Sundays, lighting is turned off between 6 p.m. and 10 a.m. the following day. During the six-day period, animals in interior kennel areas are in darkness for approximately 16 hours. On Mondays and holidays the facility is closed to the public and kennel staff work from 8 a.m. to 4:30 p.m. As a result, lighting is turned off between 4 p.m. and 4:30 p.m. until 10 a.m. On these days, animals in interior kennel areas are in darkness from 17.5 to 18 hours. Table M and Table N show the results of our review of security cameras for two kennel areas over two seven-day periods in February 2020.

Table M
Lighting Observations for Kennel Area 1 From February 17 – 23, 2020

Day/Date	Lights on	Lights off	Estimated Hours of Darkness
Monday / February 17, 2020	8:09 a.m.	6:21 p.m.	13.5 hours
Tuesday / February 18, 2020	10:01 a.m.	6:00 p.m.	16 Hours
Wednesday / February 19, 2020	9:36 a.m.	5:58 p.m.	15.5 Hours
Thursday / February 20, 2020	8:15 a.m.	6:02 p.m.	14.5 Hours
Friday / February 21, 2020	10:03 a.m.	6:00 p.m.	16 Hours
Saturday / February 22, 2020	10:02 a.m.	6:36 p.m.	15.5 Hours

Sunday / February 23, 2020	10:04 a.m.	6:07 p.m.	16 Hours

Table N
Lighting Observations for Kennel Area 2 From February 24 – March 1, 2020

Day/Date	Lights on	Lights off	Estimated Hours of Darkness
Monday / February 24, 2020	8:08 a.m.	3:57 p.m.	16 Hours
Tuesday / February 25, 2020	9:20 a.m.	6:43 p.m.	14.5 Hours
Wednesday / February 26, 2020	9:22 a.m.	6:01 p.m.	15.5 Hours
Thursday / February 27, 2020	10:00 a.m.	6:06 p.m.	16 Hours
Friday / February 28, 2020	9:41 a.m.	6:02 p.m.	16 Hours
Saturday / February 29, 2020	10:00 a.m.	6:00 p.m.	16 Hours
Sunday / March 1, 2020	9:14 a.m.	6:08 p.m.	15 Hours

Lighting to kennel areas is turned off at the end of each shift. Based on guidelines established by the Association of Shelter Veterinarians, "Facilities should be designed to offer as much natural light as possible. When artificial light is used, it should closely approximate natural light in both duration and intensity. Adequate amounts of darkness are as important as light. Light and darkness should be provided so that they support the natural (circadian) rhythms of wakefulness and sleep." While there are some kennels in the shelter exposed to natural light, the majority are not, resulting in 16 to 18 hours of darkness for most animals in the shelter. Leaving animals in darkness for an excessive amount of time may impact animal medical and behavioral health.

Recommendation 11

We recommend management design and implement lighting schedules that support the natural (circadian) rhythms of wakefulness and sleep for sheltered animals as indicated by ASV Guidelines.

7. Current Work Schedules are Inadequate to Maintain Animal Health and Well-being or Support Shelter Operations.

During our review of kennel operations, we noted the following:

A. Kennel staff work 8-hour shifts, 10 a.m. to 6:30 p.m. on Tuesdays through Sundays and work 8 a.m. to 4:30 p.m. on Mondays and holidays when the facility is closed to the public. As a result:

i. Animals are left unattended for 16 to 18 hours without interaction with either other animals or humans. Leaving animals unattended for an excessive amount of time may impact animal medical and behavioral health.

ii. Cleaning begins within one hour of opening to the public at 11 a.m., which is insufficient time to address the quantity of animal waste that builds up within the kennel contributing to offensive odors within the kennels upon opening to the public. When combined with inadequate ventilation noted in Opportunity for Improvement No. 4, it creates an unpleasant experience.

iii. Cleaning is still in process upon opening, resulting in hoses within walkways and wet floors, which increase the risk of injury to volunteers and members of the public, as shown in Figure 12.



Figure 12: Images taken on February 28, 2020 at 2:56 p.m.

iv. Animals are fed shortly before opening hours increasing the likelihood that animals will produce waste during the hours the shelter is open to the public.

Other work schedules should be utilized to reduce the number of hours animals are currently left unattended and in darkness. For example, Table O shows work shifts in Miami-Dade and Palm Beach Counties compared to Broward County.

Table O
Work Shifts at Miami-Dade, Palm Beach, Broward Counties' Shelters

Shelter	Work Shifts	No. of Days Open to the Public	Hours Open to the Public
Broward County Animal Care & Adoption Division	Monday (8 a.m. to 4:30 p.m.) Tuesday – Sunday (10 a.m. to 6 p.m.)	6 days per week	Monday (Closed) Tuesday – Sunday (11 a.m. to 6 p.m.)
Miami-Dade Animal Services Pet Adoption & Protection Center	Monday – Sunday (5:30 a.m. to 7 p.m.)	7 days per week	Monday – Friday (10 a.m. to 6:30 p.m.) Saturday – Sunday (10 a.m. to 4 p.m.)
Palm Beach County Animal Care and Control	Monday – Sunday (7 a.m. to 7 p.m.) Holidays (7 a.m. to 1 p.m.)	7 days per week	Monday – Friday (11 a.m. to 6 p.m.) Saturday (10 a.m. to 5 p.m.) Sunday (11 a.m. to 4 p.m.)

Adjusting work hours and shifts more in alignment with other County shelters would reduce the number of hours animals are left unattended. Failure to attend to animals timely may affect their health and well-being.

B. ACAD is not open to the public 7 days a week in alignment with other County shelter operations. As shown in Table O, ACAD is open 6 days per week and is the only County shelter in the tri-county area that is not open to the public 7 days per week. Providing services 7 days per week, ensures the same level of animal care each day and facilitates more opportunities for adoptions, foster, and rescue.

Recommendation 12

We recommend management immediately adjust kennel operations work schedules to, at minimum, 6 a.m. to 7 p.m. to:

A. Reduce the number of hours animals are left unattended.

B. Facilitate the early removal of animal waste to reduce unpleasant odors upon opening.

C. Complete major cleaning processes prior to opening to reduce hazards and provide a pleasant environment to volunteers and the public.

D. Allow for early feeding to reduce the amount of animal waste produced during the hours the shelter is open to the public.

Recommendation 13

We recommend management implement a 10-hour workday, 4 days a week for kennel operations staff to accomplish the workday recommendation in Recommendation 12 above.

Recommendation 14

We recommend management open the shelter to the public 7 days a week in alignment with Miami-Dade and Palm Beach Shelters.

8. Kennels are not Appropriately Secured or Monitored During the Hours the Shelter is Open Increasing Risks to the Animals, Public, Volunteers, and Staff.

During our review of kennel operations, we noted the following:

A. Kennels and cages at the shelter are not secured during the hours the shelter is open. Anyone within the shelter, including volunteers, and members of the public can open kennels and cages and remove animals without employee supervision. Uncontrolled access to kennels and cages increases risks to animals, volunteers, the public, and employees, who may have to deal with incidents that occur. For example, on February 11, 2020, we observed an unaccompanied minor (less than 12 years old) open a cat enclosure and retrieve a cat. When questioned, the minor



Figure 13 - Unsecured dog kennel latch can be opened by anyone

indicated that his family was going to adopt the cat. Figure 13 shows an image of a kennel latch.

B. Dogs shaking the kennel door are at times able to open kennel doors increasing the risk of injury to the animal, public, volunteers and employees. For example, on January 22, 2020, while the facility was open to the public, we observed that a dog was able to free himself from Kennel 177B-189. A volunteer, who happened to be present was able to retrieve and return the dog to the kennel without incident. Upon further inquiry, both volunteers and employees have acknowledged that dogs are able to get loose from time to time.

C. Kennel areas are not adequately monitored by employees during hours the shelter is open to the public to ensure the safety of members of the public, volunteers, and animals, and reduce legal liability.



Figure 14 - Urine in walkway during hours open to public at 11:10 am on January 24, 2020.

   a. We have observed kennel operations staff, cleaning, and walking dogs throughout the day while volunteers and shelter visitors are generally unsupervised in Kennel areas. Volunteers have indicated during focus groups that it is difficult to find shelter staff when assistance is required.

   b. We have observed hazards to employees, volunteers, and the public, such as spills from water bowls and the occasional urine in the walkway while volunteers and members of the public are present.

   c. During interviews with volunteers, we noted that volunteers have been bitten while attempting to handle a suddenly aggressive animal without employees being present in Kennel areas to assist.

Animals should be adequately secured while the shelter is open to the public, and employees should be actively monitoring kennel areas to ensure the safety of members of the public, volunteers, and animals.

Recommendation 15

We recommend management evaluate and implement procedures to lock kennels and cages while the shelter is open to the public.

Recommendation 16

We recommend management assign staff to each kennel area to:

i. Monitor visitor and volunteer activities;

ii. Ensure the public's and animals' safety while the shelter is open to the public;

iii. Perform spot cleaning of animal cages; and,

iv. Provide volunteer and customer service assistance.

At least one kennel operations staff should always be in each Kennel section during opening hours.

Recommendation 17

We recommend management restrict the removal of animals from the kennels to employees only.

9. Sanitation and Fomite Control Systems Within Kennel Operations are Inadequate.

During our review of the sanitation procedures, we noted the following concerns that require immediate attention:

A. The built-in Spray Master Technology (SMT) system, a pressure cleaning system used in the shelter to clean and sanitize animal enclosures while conserving water is not working as designed and requires immediate attention. The system has never had enough pressure to service multiple areas within the building at once. As a result, employees use spray bottles to deliver sanitizing agents and hoses for rinsing, which is not as efficient a method as a working SMT system.

B. Procedures to prevent contamination and the spread of disease (Fomite control) within kennel operations need to be enhanced and immediately implemented to reduce contamination with pathogens that contribute to transmission of disease. A fomite is an

object that may be contaminated. Examples include cleaning instruments, the human body, and clothing; therefore, any complete sanitation protocol must address proper hygiene for shelter staff, volunteers, and visitors. The ASV Guidelines indicate that:

> *"All equipment that comes in contact with animals (e.g., muzzles, medical and anesthetic equipment, humane traps, gloves, toys, carriers, litterboxes, food bowls, bedding) including cleaning supplies should be either readily disinfected or discarded after use with a single animal."*
>
> *"Protective garments (e.g., gowns, gloves, and boots or shoe covers) should be worn during cleaning or other intensive animal-handling activities such as treatment of sick animals or euthanasia and changed before going on with other activities of the day."*

Procedures are not adequate to require:

i. Kennel operations staff, volunteers, and visitors to adequately sanitize hands before and after handling animals and potentially contaminated items.

ii. Kennel operations staff to wear protective garments when handling vulnerable populations and changing garments after handling an animal with a diagnosed or suspected illness.

iii. Kennel operations staff to sanitize all equipment that comes into contact with animals (e.g., pooper scoopers, squeegees, brushes, and gloves) in between sections.

During our daily observations, we noted that staff do not consistently adhere to appropriate anti-contamination procedures including:

i. Kennel operations staff using same gloves to clean multiple sections of the shelter.

ii. Lack of appropriate protective garments worn by staff in isolation rooms and kennels to prevent injury and to prevent contamination.

iii. Kennel operations staff using the same equipment to clean multiple sections of the shelter without adequate sanitation between sections.

Adequate disease transmission control procedures in line with industry guidelines should be implemented to reduce the likelihood that contaminants and disease are spread throughout the facility.

Recommendation 18

We recommend management immediately repair and/or enhance the SMT system so that it works as intended.

Recommendation 19

We recommend management document disease transmission control procedures for kennel operations and ensure periodic training is conducted for all shelter staff and volunteers to ensure:

A. Adequate hand sanitization;

B. Appropriate use of protective garments; and

C. Adequate sanitization of equipment.

10. Behavioral Health Practices and Protocols are not Appropriate to Maintain Animal Health and Well-being.

A. Standard Operating Procedures (SOP) regarding behavioral health do not align with national standards. Current SOPs do not include appropriate procedures for enrichment activities, documentation and tracking of enrichment, and monitoring of animal behaviors. We noted behavioral health procedures do not include the following elements recommended by ASV Guidelines and the ASPCA "Position Statement on Shelter Dog Behavior Assessments":

Behavioral

- Ongoing assessment of each animal's behavior throughout the animal's stay in the shelter.
- Staff and volunteer training on identifying and recording/reporting behaviors.
- Guidance for daily monitoring to detect trends or changes in well-being and response to behavioral needs.
- Standardized behavior examination forms.
- Assessment of the appropriateness of housing that meets the behavioral needs of the animals to minimize stress.

- ❖ Training programs for dogs and cats to teach basic obedience commands as an important source of stimulation and social contact.
- ❖ "Alternatives to traditional cage housing (e.g., large enriched cages, home or office foster care, room housing) for any animal staying in a shelter long term."
- ❖ Which national standards are followed by ACAD regarding assessment of animal behavior.

Current policies and procedures are limited and insufficient to ensure staff and volunteers are following appropriate national standards and protocols when assessing animals' behaviors. Without clear protocols an animal's behavior may be misdiagnosed causing potential risk to staff, volunteers, and members of the public who are interacting with animals.

B. Dogs do not consistently receive behavior evaluations either during the intake process or periodically throughout shelter stays. We selected a sample of 50 dogs that entered the shelter during the audit period and noted the following:

   i. Eleven of 50 (22%) dogs did not receive a behavior evaluation within seven days of intake as required by the shelter's intake policies.

   ii. Six of 50 (34%) dogs in the shelter between 8-30 days did not receive a behavior evaluation.

   iii. Three of 9 dogs (33%) in the shelter over 30 days did not receive a periodic evaluation.

C. Behavior Dots which represent animal behavior classifications are not adequately recorded within the Chameleon system or consistently supported by behavior notes. For example, dogs with a red dot are difficult to remove from the kennel, fearful, and display offensive or defensive aggression, while dogs with a purple dot show concerning behaviors around other dogs. During our review of dogs with a red or purple classification, we noted the following:

   i. For 9 of 9 dogs (100%) reviewed, the behavior classification was not recorded in the behavior field within the Chameleon record.

   ii. For 5 of 9 (56%) dogs reviewed, the behavior classification was not recorded within the animal record in the Chameleon system.

   iii. For 1 of 9 (11%) dogs reviewed, the behavior classification was not adequately supported by behavior notes within the animal record.

Staff is not consistently entering behavior notes and behavior classifications within Chameleon. In addition, we noted that behavior notes are typically entered into the overall memo field rather than behavior field restricting management's ability to prepare reports of animals with behavioral issues from Chameleon. Lack of appropriate supporting documentation for behavior classifications and inadequate recording of behavior classifications within Chameleon may increase risk of injury to the animal, employees, volunteers and members of the public and may not allow an adequate historical record to justify euthanasia based on animal behavior.

D. Known behavior concerns are not consistently disclosed to potential adoption and foster families. We noted one of 19 (5%) animals returned where known behavior concerns were not disclosed prior to adoption or foster. Behavioral and medical concerns are required to be updated and disclosed to the potential adopter or foster parent prior to release. This reduces the return rate and ensures full disclosure between the shelter and the public. Failure to disclose behavioral and medical concerns to the public may result in animals being returned to the shelter and increased legal risk to the County.

According to industry guidelines, assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs. In addition, ongoing assessment of each animal's behavior should continue throughout the animal's stay in the shelter. As noted in Opportunity for Improvement No. 1, adding a behaviorist will enable ACAD to improve the timeliness and accuracy of behavioral assessments.

Failure to perform behavior assessments timely may hamper management's ability to identify behavioral issues that require remediation to facilitate positive outcomes. Failure to perform periodic assessments for animals in the shelter may hamper management's ability to proactively identify changes to animal behavior that require intervention.

Recommendation 20

We recommend management enhance behavioral health practices and protocols to align with national standards as indicated in A above.

Recommendation 21

We recommend management ensure all dogs receive a behavior evaluation as required by policy and ensure behavior evaluations are performed periodically for animals in the shelter over 30 days.

Recommendation 22

We recommend management ensure behavior classification for animals are:

i. Adequately supported by behavior notes within the animal record.

ii. Recorded within the animal record to reflect the behavioral classification on the animal kennel card.

iii. Entered into the behavior field rather than the overall memo field.

Recommendation 23

We recommend management ensure appropriate procedures are in place and are consistently followed to disclose known behavioral or medical conditions to the public prior to releasing the animal into their custody.

11. Enrichment Activities in the Shelter are Inadequate to Maintain Animal Health and Well-being.

Enrichment activities at the shelter are inadequate to maintain the health and well-being of animals. "Enrichment refers to a process for improving the environment and behavioral care of confined animals within the context of their behavioral needs. The purpose of enrichment is to reduce stress and improve well-being by providing physical and mental stimulation, encouraging species-typical behaviors (e.g., chewing for dogs, scratching for cats), and allowing animals more control over their environment. During our review, we noted:

A. There is no formal schedule, criteria, and documentation of enrichment activities for animals within the shelter. A formal enrichment program should be established that defines which activities are performed, how often, and which animals are eligible to participate. In addition, while enrichment experiences are provided, such as walks and playtime, management is unable to demonstrate if all animals participate in these experiences or the frequency of participation, because the experiences are not scheduled

or documented. For example, management uses a whiteboard to document daily walks; however, the whiteboard is managed by volunteers and inconsistently updated by staff. The whiteboard is erased each day and no permanent record is retained. An enrichment program should include:

i. Provision of positive experiences in daily routines.

ii. Guidance giving enrichment the same significance as other components of animal care, such as nutrition and veterinary care.

iii. Regular positive daily social interactions with humans.

iv. Regular social contact, mental stimulation, and physical activity.

B. Kennel operations staffing is inadequate to provide enrichment to sheltered animals. There is one Enrichment Coordinator position which was vacant for approximately three months during the audit period. This position is typically supported by kennel operations personnel to organize and support enrichment activities, including playgroups. However, because of current work schedules and the lack of staffing, both the Enrichment Supervisor and kennel operations staff are primarily involved in sanitation activities throughout the day, with little time left over for enrichment.

Per ASV Guidelines:

> *"Enrichment should be given the same significance as other components of animal care and should not be considered optional."*

Enrichment programs mitigate the development and expression of abnormal and/or problematic behavior and contribute to the overall well-being of the animals in the shelter environment. The lack of adequate enrichment activities may cause animals to suffer mentally, be stressed, and cause behavior to deteriorate significantly reducing the likelihood of adoption and increasing the risk of euthanasia.

Recommendation 24

We recommend management develop and implement a formal enrichment program to maintain the health and well-being of animals that includes the types of animals eligible to participate, the frequency of the activity and documentation required to track the performance of the activity. Staffing recommendations in Opportunity for Improvement No. 1 contemplate the use of additional kennel operations staff for enrichment.

12. Administration of the Volunteer Program Requires Enhancement.

During our review of the administration of the Volunteer Program, we noted the following concerns:

A. There is an inadequate number of volunteers daily to meet the needs of the shelter and make up for the lack of shelter staffing noted in Opportunity for Improvement No. 1. Volunteers are used to augment shelter staffing and enrich the lives of animals; however, due to the lack of staffing, there is an over reliance on volunteers to meet minimum standards of care. This is especially noted on days that the shelter is closed to the public where fewer dogs are likely to receive walks.

According to management, with current staffing levels the shelter needs 25 volunteers per day for all eligible tasks. We reviewed volunteer data for 470 days (the audit period) and noted the number of volunteers averaged 17, daily. The shelter had less than 25 volunteers 363 days or 77% of the days reviewed as shown in Table P.

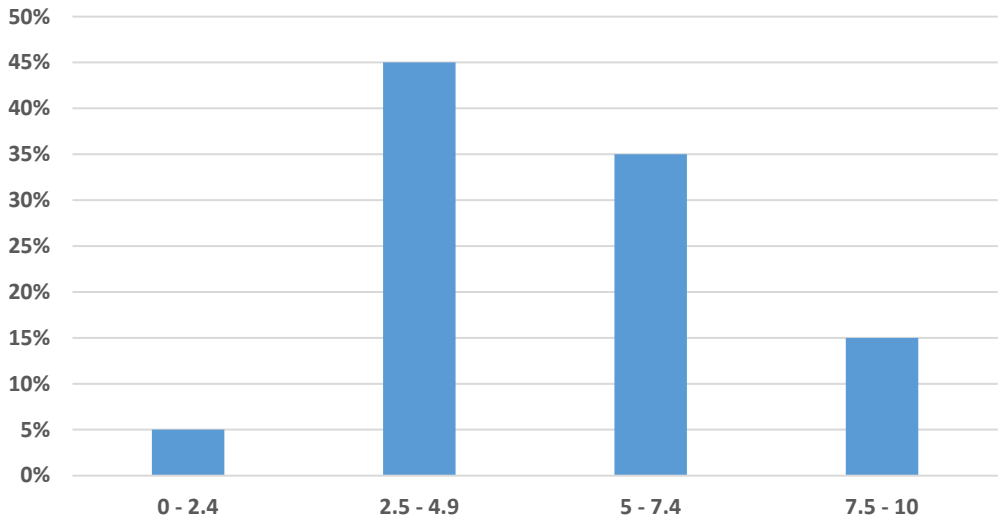
Table P
Daily Volunteer Counts During the Audit Period

Number of Days	Daily Volunteer Count During the Audit Period
363 (77%)	24 or Less
61 (13%)	25 to 30
46 (10%)	31 to 60

Management has limited influence over the number of volunteers that show up at the shelter daily and should be able to meet the minimum standards of care for each animal using only staff to maintain animal health and well-being. Management should ensure that the Volunteer Program provides enough volunteers to meet the shelter's needs. Should management implement staffing recommendations in Opportunity for Improvement No. 1, fewer volunteers should be required daily.

B. Volunteers we interviewed gave the shelter an average rating of "adequate". During our fieldwork procedures, we interviewed a total of twenty volunteers during five focus groups. Each focus group was asked questions about the shelter, the Volunteer Program, and how they would rate the shelter on a scale of 1 to 10, with 10 being "the best" and 5 being "adequate". Figure 15 shows the Percentage of Volunteer Responses in each score range.

Figure 15 - Percentage of Volunteer Scores Per Range



During discussions with volunteers the following concerns were highlighted:

- Over-reliance on volunteers by management to make-up for inadequate staffing
- Inadequate training provided by management
  - Improper handling of dogs by volunteers
- Shelter is not clean when the facility is open to the public creating a safety hazard when cleaning is in progress
- Relationship between agency staff and volunteers requires improvement
- Mistreatment of volunteers by agency staff
  - Staff have poor attitude towards volunteers
- Staff have poor interpersonal and communication skills
- Volunteer recruitment and retention requires improvement
- Inability to access Chameleon to obtain basic animal information
- The computer that volunteers have access to is outdated
- Lack of appreciation of volunteers by management and staff
- All dogs are not walked daily especially on Mondays
- Inadequate number of volunteers to walk all dogs
- The Volunteer Coordinator has other job functions

According to Best Practices for Humane Care, having an active volunteer workforce is also instrumental in the life-saving effort, as volunteers can help fill gaps in care provided to the animals, assist with adoption events, provide enrichment and training to sheltered pets, and much more. A robust Volunteer Program can help save many lives.

Management should ensure that volunteer concerns are addressed timely. Failure to address volunteer concerns reduces the effectiveness of the program, volunteer relations, volunteer recruitment, and volunteer retention.

C. Volunteer surveys are not performed at various stages of the program as required by the approved Volunteer Standard Operating Procedure which states:

"Volunteers should be surveyed at various stages of their service:

i. After completing their training to gain insight on how they feel about the application and training experience.

ii. Quarterly or bi-annually to obtain information on how the program is going from the point of view of the volunteer.

iii. Exit survey for those that have decided stop volunteering with the program to determine their reasons for leaving as well as receive program feedback."

Volunteer surveys should be performed periodically to identify areas where the program may require improvement. Without performing periodic surveys, management may not be able to identify and address potential issues timely.

Recommendation 25

We recommend management ensure the Volunteer Program provides enough volunteers to meet the shelter's needs.

Recommendation 26

We recommend management evaluate and implement improvements to the Volunteer Program by addressing the concerns noted by volunteers.

Recommendation 27

We recommend management perform volunteer surveys at various stages of the program as required by the approved Volunteer Standard Operating Procedure.

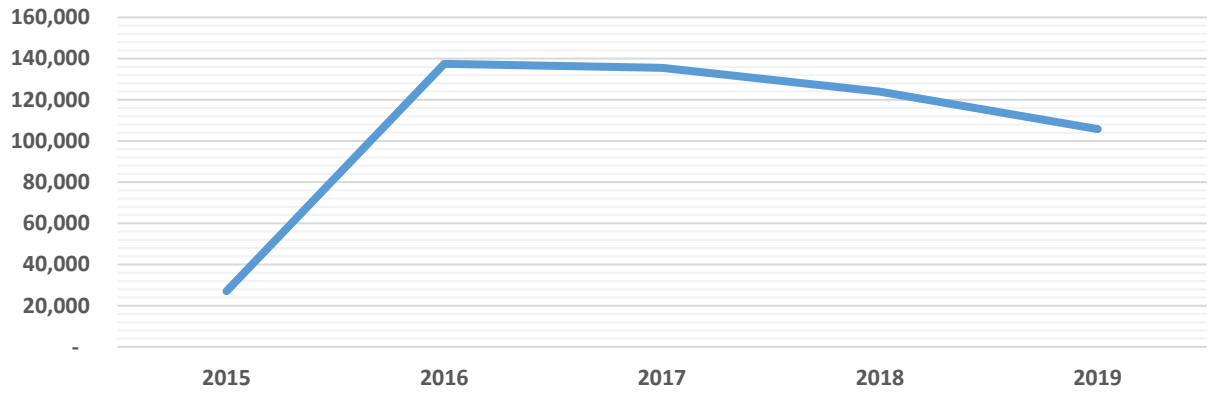
13. Pet Licensing Program is Ineffective and Results in Approximately $13 Million in Lost Revenue.

During our review of the pet licensing program, we noted the following:

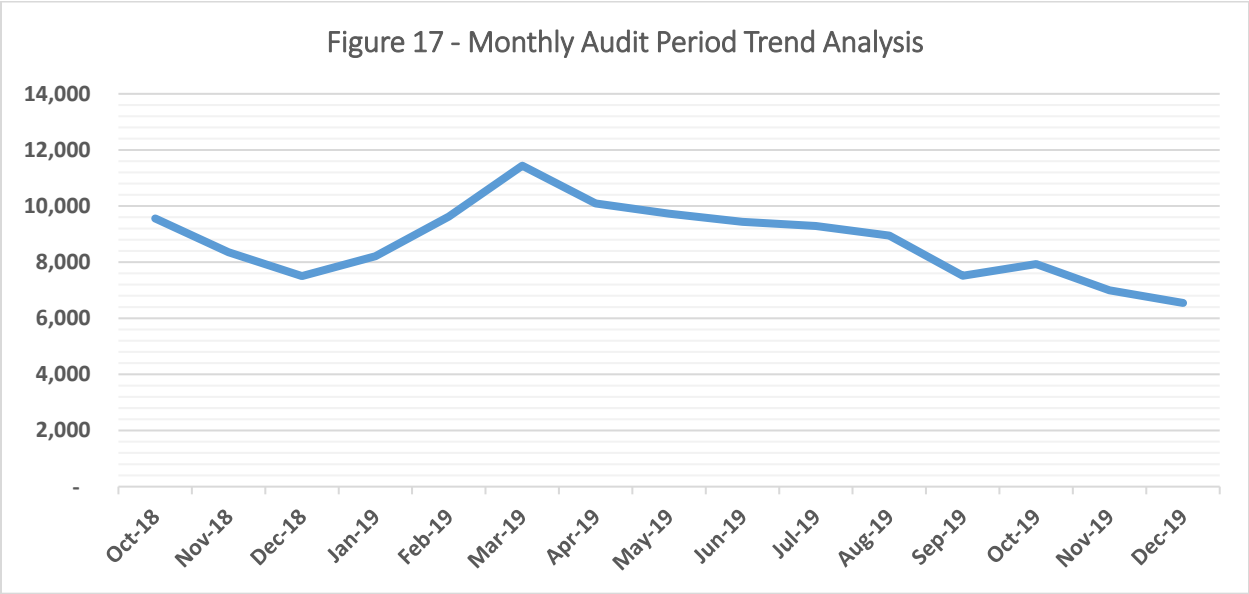
A. Based on pet ownership statistics and the number of households in Broward County, the County issues licenses for only 17% of all pets in the County resulting in approximately $13 million dollars in lost revenue.

B. Pet Licensing sales have decreased annually over the last four years. From 2016 to 2019, sales have decreased by approximately 23% as shown in Figure 16.

Figure 16 - Annual 5 year Trend Analysis



C. The number of licenses issued monthly appears to be decreasing year over year. For example, the number of licenses issued in December 2019 was approximately 13% lower than in December of the previous year as shown in Figure 17.



D. Pet registration renewal averaged 51.4% during the five-year period reviewed. Pet registration tags are required to be issued/renewed annually, with few exceptions such as deceased animals, duplicate and temporary licenses, and surrendered animals. Table Q shows license renewal percentages for the last five fiscal years.

Table Q
License Renewal Percentages for Fiscal Years 2015 - 2019

Fiscal Year	Renewal %
2014 - 2015	42.3%
2015 – 2016	56.5%
2016 – 2017	53.4%
2017 – 2018	49.4%
2018 – 2019	52.4%

Broward County Code of Ordinances, Section 4-11. (a)&(c) - Registration of Dogs and Cats states:

> *"(a) Any owner who owns or keeps, in Broward County, a dog or cat four (4) months of age or older shall have such dog or cat registered by and in*

Broward County and shall obtain and keep a current rabies registration tag."

"(c) The rabies registration tag required by this section shall be renewed annually by the owner of the dog or cat, by paying the applicable fee, and by providing documentation that said dog or cat has a current rabies vaccination or is exempt from such vaccination under the terms of this chapter".

E. Pet registration license renewal notices were not sent during the period May through October 2019 which may have caused renewals to decrease.

F. We estimate cost savings of approximately $1.1 million over a three-year period when outsourcing is combined with the change to "Forever Tags". Table R shows a cost analysis for keeping pet licensing functions inhouse or outsourcing it.

Table R
Inhouse Versus Outsource Cost Analysis for Pet Licensing

	Year 1		Year 2		Year 3	
	Inhouse	**Outsource**	**Inhouse**	**Outsource**	**Inhouse**	**Outsource**
Estimated Tags Sold/Renewed	115,000		126,500		139,150	
Total Estimated Expenses	$966,746	$566,928	$947,504	612,563	$1,038,006	663,571
Outsourced Savings	$399,818		$334,942		$374,435	
Total Savings			**$1,109,195**			

We reviewed General Fund expenditures relevant to the tag process for FY 2019 and performed an analysis of managing pet licenses in house versus outsourcing it to a third party using "Forever Tags" which are tags that are not required to be changed annually. Our analysis included the following:

A. Salaries Expenses, including overtime for staff involved in the tag process, payroll overhead burden expenses and calculated the burden as a percentage of payroll costs.

B. Other overhead cost such as:

i. Temporary labor costs (temps performing data entry and specifically assigned to the tag function)

ii. Overtime (overtime paid to ACAD staff when assisting in data entry for the tag function)

iii. Purchase of Pet Registration Tags

iv. Office Supplies

v. Advertising

vi. Printing and Reproduction

vii. Postage

viii. Variable cost associated with use of Chameleon for Web Licensing

ix. Vet Partner commission

Failure to improve compliance with the annual pet license renewal requirement increases the risk of rabies outbreaks impacting the health and well-being of the public and animals, and results in significant loss of shelter revenue.

Recommendation 28

We recommend management outsource the management of pet registration tags using Forever Tags or implement methods to improve compliance with County ordinances that govern the annual renewal of pet registration tags.

14. ACAD's Training Standards Require Improvement.

During our review, we noted that training is often handled informally while on-the-job with employees training other employees and volunteers training other volunteers with limited documentation and tracking. Specifically, we noted:

A. Animal handling training is inadequate to ensure the safety of employees and volunteers. (See Opportunity for Improvement No. 20)

B. Sanitation training provided to volunteers is inadequate and cleaning chemicals are not appropriately labelled. (See Opportunity for Improvement No. 24)

C. Volunteer Program policies and procedures require enhancement and are not consistently followed. (See Opportunity for Improvement No. 39)

D. Customer service training is not consistently provided and requires improvement. (See Opportunity for Improvement No. 57)

According to the Florida Animal Control Association & The Florida Association of Animal Welfare Organizations:

> *"Staff that have direct contact and care responsibilities associated with the animals should have at a minimum, the following training:*
>
> - *Disease recognition;*
> - *Shelter sanitation;*
> - *Animal Behavior;*
> - *Safe and humane animal handling;*
> - *Proper use of equipment;*
> - *Pet first aid; and*
> - *Disaster planning and response."*
>
> *Records should be kept regarding training that staff has received, to include name of staff, class title, date of instruction, instructor, and organization providing the training and continuing education credits received.*

Management should have formal training to enforce shelter operational standards for both employees and volunteers that is periodically refreshed. Without formal training, shelter operations standards may be inconsistently applied and there is a lack of accountability by employees and volunteers when standards are not followed.

Recommendation 29

We recommend management implement formal training standards for employees and volunteers that is periodically refreshed on the following topics:

- Disease recognition;
- Shelter sanitation;
- Animal behavior;
- Safe and humane animal handling;
- Proper use of equipment;
- Pet first aid; and
- Disaster planning and response.

15. Recordkeeping Functions Lack Monitoring Controls.

During our audit, we consistently noted data entry errors and incomplete records both automated and manual as a result of the lack of monitoring controls that if appropriately designed would ensure record keeping is performed consistently, completely, timely, and accurately. Examples of the issues noted include the following:

A. Behavioral health practices and protocols are not appropriate to maintain animal health and well-being. (See Opportunity for Improvement No. 10)

B. Adoption application files are not adequately maintained and do not consistently contain required documentation. (See Opportunity for Improvement No. 30)

C. Foster application files are not adequately maintained and do not consistently contain required documentation. (See Opportunity for Improvement No. 34)

D. Rescue application files are not adequately maintained and do not consistently contain required documentation. (See Opportunity for Improvement No. 37)

E. Volunteer Program policies and procedures require enhancement and are not consistently followed. (See Opportunity for Improvement No. 39)

F. Monitoring and reconciliation of veterinary partner tag sales are inadequate. (See Opportunity for Improvement No. 41)

G. Data entry errors within Chameleon inhibit determination of who issued controlled substances. (See Opportunity for Improvement No. 54)

H. Public records requests are not responded to in a timely manner. (See Opportunity for Improvement No. 56)

I. Daily deposit verification procedures require enhancement and are not consistently followed. (See Opportunity for Improvement No. 76)

J. Monitoring of developer/administrator access to the Chameleon production environment requires enhancement. (See Opportunity for Improvement No. 82)

Recordkeeping should be performed consistently, completely, and accurately. Failure to ensure proper recordkeeping results in data inaccuracies and incomplete records which increases operational and legal risks, reduces management's ability to rely on data, and reduces public confidence in the information provided by the agency.

Recommendation 30

We recommend management implement recordkeeping supervisory and monitoring controls, such as, supervisory reviews and approvals, and periodic checks of electronic and paper records for accuracy and completeness.

16. Inventory Controls at the Shelter Require Improvement.

Inventory controls at the shelter are inadequate to monitor purchases and donations of food, medicines, and supplies. Specifically, we noted:

A. The inventory of food supplies is not adequately monitored and controlled. (See Opportunity for Improvement No. 22)

B. Daily animal inventories are not consistently performed. (See Opportunity for Improvement No. 26)

C. The inventory of pet tags is not adequately controlled. (See Opportunity for Improvement No. 42)

D. The inventory of drugs and medical supplies is not adequately controlled. (See Opportunity for Improvement No. 45)

Inventory systems and practices should be implemented to adequately manage the ACAD's resources. The lack of appropriate inventory controls increases costs, reduces management's ability to anticipate procurement needs, decreases operational efficiencies and may allow lost or stolen inventory to remain undetected.

Recommendation 31

We recommend management design and implement standard inventory control systems and practices throughout the shelter.

17. The Former ACAD Director Instructed Veterinary Technicians to Issue Rabies Shots in Violation of Florida Statutes.

During an evacuation of a homeless encampment in early 2018, in an effort to keep animals with their owners versus animals being taken to the shelter, the Director of ACAD ordered Veterinary Technicians to administer rabies vaccines. Florida Statutes, Chapter 828.30, Section 1 states:

> *"All dogs, cats, and ferrets 4 months of age or older must be vaccinated by a **licensed veterinarian** against rabies with a vaccine that is licensed by the United States Department of Agriculture for use in those species."*

Only licensed veterinarians are allowed by Florida Statute to administer rabies vaccinations. Directing Veterinary Technicians to issue rabies vaccinations is a violation of State statute.

Recommendation 32

We recommend management:

A. Reinforce training on State statute requirements restricting the administration of rabies vaccinations to licensed veterinarians.

SECTION II: FACILITY DESIGN & ENVIRONMENT

Background

Facility Design and Environment

Opened in November 2016, Broward County's relatively new 40,000 square foot animal shelter at 2400 SW 42nd Street replaced the old army barracks, which served as the County's animal shelter since 1955.

Big and Medium Dog Enclosures

The shelter has steel cages (kennels) to house medium and large dogs. Each kennel is 48 inches wide by 72 inches long by 78 inches tall.

As shown in Figure 18, kennels are organized back to back, separated by a guillotine door, which permits dogs to be moved to one side, while the other side is cleaned; dogs to be separated during times of limited housing; and dogs to have access to both sides if only one dog is housed in each back to back kennel, or run.

Kennels allow dogs approximately six feet of run space when the guillotine door is closed and approximately twelve feet of run space when assigned to a double kennel (guillotine door is open), and provide adequate space to allow medium and large dogs to make normal postural adjustments (e.g., easily stand, sit, stretch, move their heads without touching the top of the enclosure.)



Figure 18 - Dog Run/Open Guillotine



As shown in Figure 19, the sides of the kennels are tiled to prevent visual contact with other animals.

All enclosures allow animals to see out while providing at least some opportunity to avoid visual contact with other animals. Kennel doors either face walls or when two sets of kennels are in the same room, they are separated by low divider walls to

prevent visual contact with other animals as shown in Figures 20 and 21.



Figure 20 – Two Rows of Kennels with Divider Wall



Figure 21 - Kennels Facing Exterior Wall

Kennel flooring is non-porous and gently sloped to assist in the runoff of water during cleaning. Toward the back of each kennel is a drain into which liquid waste is disposed. Each drain is approximately 36 inches long and is appropriately covered to prevent injury to dogs' toes. As shows in Figure 22.



Figure 22 - Drain and Non-Porous Flooring in Each Kennel

Small Dog and Cat Enclosures

The shelter has small stainless-steel cages to house small dogs and cats. The cages vary in size from 22 inches wide by 30 inches long by 22 inches tall to 34 inches wide by 30 inches long by 22 inches tall as shown in Figure 23.

Cages should allow small dogs and cats adequate space to make normal postural adjustments (e.g,. easily stand, sit, stretch, move their heads without touching the top of the enclosure.)



Figure 23 - Small Dog and Cat Cages

All enclosures have latches to secure the animals.

Lighting

The shelter uses artificial light for the kennel areas, including quarantine and isolation rooms. Lights are positioned so animals are not exposed to excessive amounts of light or darkness during hours when the facility is open. While there are some kennels facing exterior walls with windows, the vast majority do not.

Parking

There are 44 parking spaces available to the public and shelter volunteers in front of the building, and 36 paved parking spaces in addition to grassy areas in the rear of the building used for employee and County-owned vehicles.

Enrichment Areas

In addition to the main outer fenced areas, the rear of the building includes:

- Two fenced areas with two shaded pavilions spaces to allow animals to roam freely under supervision of attendants (staff or volunteers).
- A gated and shaded area attached to the southwestern corner of the building and used for free play, walk and exercise.

SECTION II: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

18. Parking at the Shelter is Inadequate to Support Shelter Operations and Facilitate Easy Access to the Public.

During our review of parking at ACAD, we noted 52% to 68% of the 44 parking spaces available to the public are utilized by employees and volunteers. As a result, visitors to the shelter often wait for parking spots to become available and occasionally must park along the roadway increasing risk of injury as shown in Figure 24.



Figure 24 - Visitors Parking Along Roadway on January 18, 2020

In order to make additional spaces for visitors in the front, employees and County vehicles are parked in non-paved grassy areas that were not designed for parking. These areas often hold water for several hours after heavy rain.

ACAD has 36 paved parking spaces at the side and back of the building for employees and 44 parking spaces at the front of the building for use by volunteers and members of the public as shown in Figure 25.

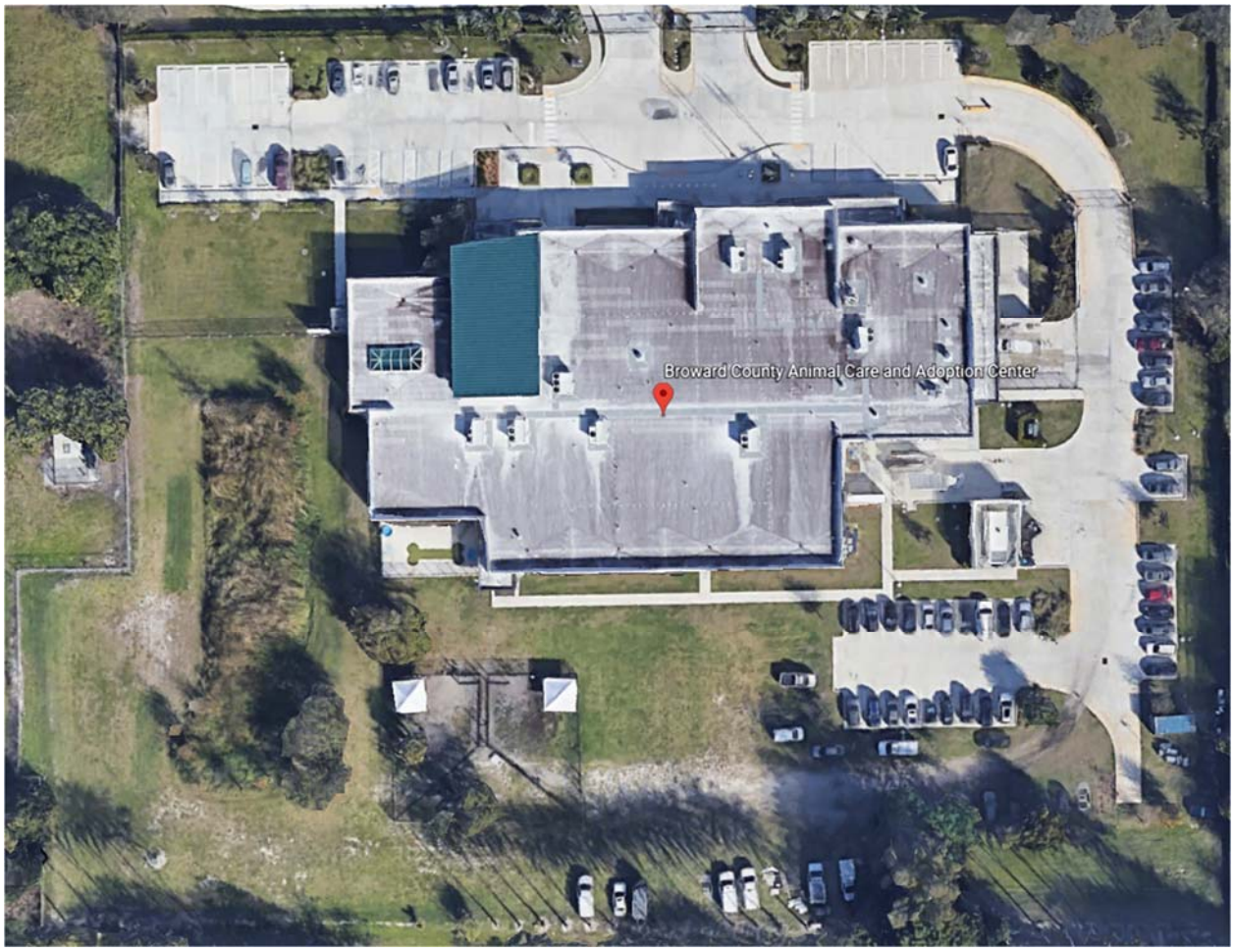


Figure 25 - Aerial View of ACAD Showing Parking from Google Earth

There are 78 current employees but only 36 paved parking spaces available behind the building. In addition, there are 44 parking spaces in front of the building for use by the public, volunteers, and employees who are unable to park in the back. ACAD should have sufficient parking spaces to facilitate operations to fulfill its mission.

The Parks and Recreation Department is in the process of constructing parking for a boat ramp adjacent to the shelter which may be used to handle overflow public parking from the shelter until a permanent solution is identified.

Recommendation 33

We recommend management increase the number of parking spaces at the shelter. In the interim, management should consider using the boat ramp parking lot currently under construction adjacent to the shelter for overflow public parking.

19. Animal Enclosures do not Consistently Meet Industry Guidelines.

During our observations of animal enclosures, we noted the following concerns:

A. Smaller cages/enclosures used for housing cats are too small to allow a minimum of two feet between food, urination and defecation, and resting areas. During our observations we noted that the shelter uses approximately 70 smaller cages/enclosures for housing cats. These cages measure approximately 22 inches wide by 30 inches long by 22 inches tall and do not allow spacing between food, litter, and rest areas. ASV Guidelines recommend a minimum of two feet between food, litter, and resting areas. Failure to provide adequate space may affect animal health and well-being.

B. Dog kennels/enclosures do not consistently contain a soft resting place to provide comfort and prevent pressure sores from developing, as required by ASV Guidelines, without adequate documentation. During our shelter observations from February 24 – 26, 2020, we noted six kennels without a bed or bedding. Upon follow-up with management and review of the Chameleon system, in four of six (67%) instances there was no documentation supporting the absence of a bed or bedding. Table S shows the results of our observations and follow-up.

Table S
Auditor Observations of Animal Bedding From February 24 – 26, 2020

Observation Date	Bed in Kennel?	Animal Number	Kennel Number	Comment
2-24-2020	No	A 2055 491	175-85	**No Documentation in Chameleon.**
Per management inquiry, dog aggressively protects his bed and at the same time attacks it.				
2-24-2020	No	A 2054 837	177B-192	Documentation in Chameleon
2-24-2020	No	A 2030 895	176B-174	**No Documentation in Chameleon.**
Per management inquiry, dog chews the bed and has destroyed it.				

Observation Date	Bed in Kennel?	Animal Number	Kennel Number	Comment
2-25-2020	No	A205 6664	177B-194	**No Documentation in Chameleon.**
Per management inquiry, dog is displaying anxiety in the cage and jumping about inside his run from side to side. In doing so, sometimes the dog uses the bed as a trampoline or misses the bed and falls. There is potential for injury.				
2-26-2020	No	A2049 906	173-108	**No Documentation in Chameleon.**
Per management inquiry, dog was recently moved into isolation for biting a volunteer. Normally a dog first going into quarantine for biting someone can be aggressive, so having extra items in their kennel could pose a danger when trying to clean/feed. But now that two days have passed, and she is one of our longer staying dogs and staff is comfortable with her, they will put a bed in her run.				
2/26/2020	***NO***	A2062 523	177A -17	Documentation in Chameleon.

ASV Guidelines require that animals be provided with a soft resting place. In instances, where this cannot be provided for medical or behavioral reasons, adequate documentation and approval should be documented within the animal record in the Chameleon system and periodically reviewed until the issue is resolved. Failure to provide a soft resting place without appropriate justification may affect animal health and well-being and results in non-compliance with ASV Guidelines.

Recommendation 34

We recommend management phase out the use of smaller cages for cat housing that do not provide a minimum separation of two feet between food, litter and rest areas as recommended by ASV Guidelines.

Recommendation 35

We recommend management ensure that bed and bedding restrictions for animals are adequately documented and approved within the Chameleon system.

SECTION III: SHELTERING SERVICES

Background

Location and Hours of Operation

Animal Care and Adoption Division (ACAD) is located at 2400 SW 42nd Street, Fort Lauderdale FL 33312. ACAD is currently open six days a week according to service schedule shown in Table T.

Table T
ACAD Hours of Service to the Public

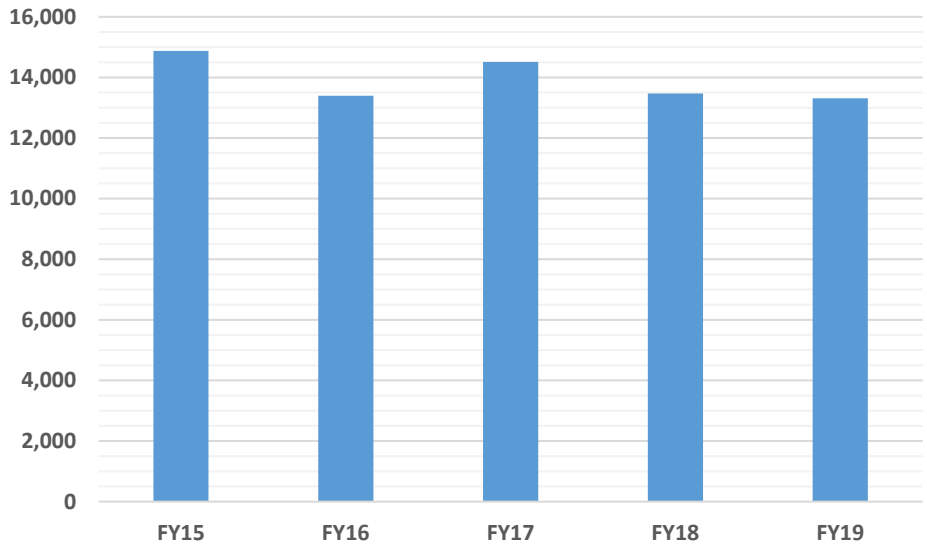
Service	Days	Hours of Operation
Pet Adoptions	Tuesday – Sunday	11 a.m. – 6 p.m.
Admissions and Pet Drop-off	Tuesday – Sunday	11 a.m. – 5 p.m.
Field Services	Monday – Sunday	7 a.m. – 10 p.m.
Clinic Services	Tuesday – Friday Saturday – Sunday	11 a.m. – 6 p.m. 11 a.m. – 4 p.m.

Compiled by Office of the County Auditor from ACAD's website and through inquiry with ACAD's employees.

Intake Procedures and Record Keeping

Intake is the point of admittance of animals into the shelter. Animal Care and Adoption Division is an open intake shelter, accepting all animals under its jurisdiction as well as animals outside of its jurisdiction for a fee. The shelter impounds approximately 14,000 live animals each year. Figure 26 shows the number of animals sheltered during fiscal years (FY) 2015 through 2019.

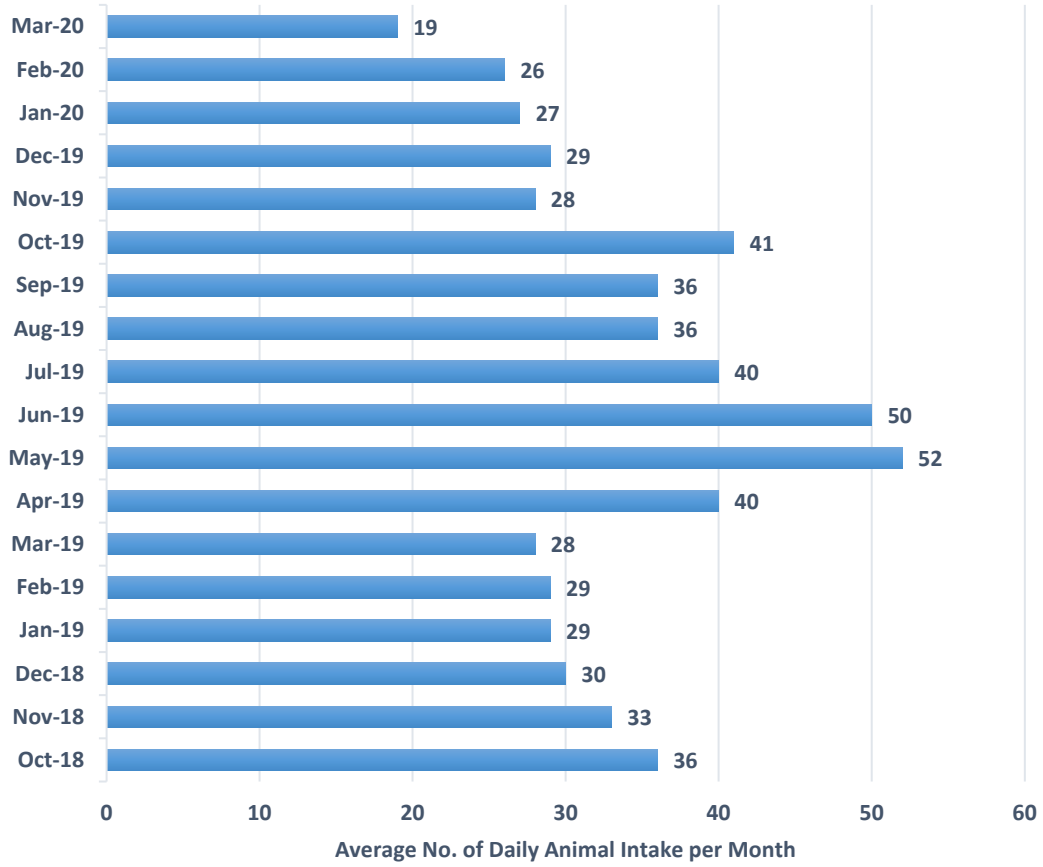
Figure 26: Number of Animals Sheltered FY15 through FY19

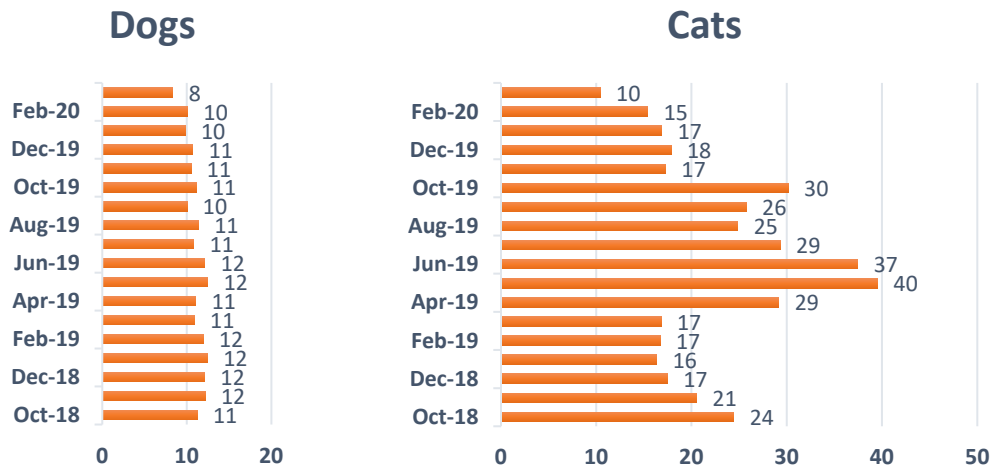


Intake numbers for FY15 through FY18 taken from ACAD performance measures in Broward County's Operating Budget Books. Intake numbers for FY 19 derived from data pulled from the Chameleon system during the audit period.

Average daily intake is approximately 34 animals, ranging from 19 to 52 animals per day during the audit period. As shown in Figure 27, animal intake peaked during the summer months mainly due to an increased number of cats. The average number of dogs entering the shelter each day remains fairly consistent.

Figure 27: Average Number of Animals Entering the Shelter Each Day Per Month From October 2018 to March 2020.





Compiled by the Office of the County Auditor based on data extracts from Chameleon

As animals are brought into the shelter by owners or individuals who find lost or stray animals, each is assigned a unique number and a record is established for the animal within the shelter management system (Chameleon). During the intake process the breed, color and sex of each animal is determined. Animals are photographed, scanned for microchips, and checked for tattoos, tags, or any other form of owner identification.

Stray Animals

If an owner is identified for a stray animal, attempts will be made to contact the owner to redeem the animal within five business days. Stray animals are held for three (3) days according to Broward County Ordinance. After the mandatory hold time has expired and no owner has claimed the animal, the animal is assessed for candidacy into the Adoption Program.

Owner Surrendered Animals

For animals surrendered by an owner, ownership of the animal and the individual's identity is verified. An Owner Surrender Form releasing the animal to the shelter is completed and stored within the Chameleon system. The animal is held for 24 hours to allow the owner to reclaim the animal. If owners request euthanasia, they are required to indicate this request on the form along with their signature or initials.

Returned Animals

Adopted animals brought back to the shelter within 30 days are considered returned animals. Ownership of the animal and the individual's identity are verified, and the reason for returning the animal is identified. If the owner has had the animal for more than 30 days, owner surrender procedures are followed.

Other

Other types of intake occur during natural disasters or manmade animal welfare emergencies including:

- Hoarding
- Puppy Mills
- Hurricanes
- Wildfires
- Flooding

Each animal brought into the shelter is assessed for candidacy into the Adoption Program based on both behavior and medical condition. Under special limited circumstances, such as severe illness or extremely aggressive behavior, the animal may be transferred to an organization for rehabilitation or humanely euthanized.

All incoming animals receive core vaccines to provide sheltered animals with a lowered risk of disease and to prevent the spread of disease. Core vaccines include the following:

Cats

- Feline Herpesvirus-1 (feline viral rhinotracheitis/FHV-1)
- Feline Calicivirus
- Feline Panleukopenia virus

Dogs

- Canine Distemper Virus
- Canine Adenovirus Type 2
- Canine Parvovirus
- Parainfluenza
- Bordetella Bronchiseptica

Animal Inventory

To make sure that all animals are accounted for, ACAD's policies and procedures require an inventory of animals be performed each day. Employees must physically walk through the kennels to complete the census accurately. Each animal's cage card must be scanned using a handheld scanner as each animal is visually verified.

Once the census is complete, the employee uploads the information and runs a "missing report" from the Chameleon system. Employees are required to investigate any animals that show up on the missing report and notify a Supervisor if an animal cannot be located.

Population Management

Population management describes an active process of planning, on-going daily evaluation, and response to changing conditions as an organization cares for multiple animals. To manage the population effectively, the shelter must consider its capacity to provide humane care given the following restrictions:

- The number of appropriate housing units
- The condition of animals admitted
- Average length of stay
- The size and condition of the shelter
- Staffing levels for programs and services
- Staff training
- The number of available enclosures.
- The number of reclaims, adoptions, fosters, transfers, and rescues

Sanitation

Sanitation involves the process of disinfecting and cleaning areas where animals are housed and the containers in which food is distributed. ACAD's procedure requires that any surface that comes into contact with an animal or person that has interacted with an animal should be routinely cleaned. These surfaces include:

- Furniture
- Dishes
- Litter pans
- Toys
- Tools, such as poop scoopers and mops
- Storage areas *(especially food storage)*
- Kennels

Major sanitation procedures are performed daily by employees and volunteers. A built-in Spray Master Technology (SMT) has been installed to facilitate cleaning of medium and large dog enclosures. Spray bottles are used for small dog and cat cages. The main cleaning agent used to sanitize surfaces to prevent the spread of disease is Rescue/Accel.

Each medium to large dog enclosure has a guillotine door which separates the kennel/run into two areas. With the guillotine door closed and the dog on one side, the other side of the kennel can be sanitized using Rescue/Accel.

After major cleaning has occurred once per day, staff perform periodic spot cleaning which involves the picking up of feces and returning the kennel to a comfortable state.

Euthanasia

Euthanasia is the act of putting an animal to death or allowing it to die using a humane, painless method. ACAD has documented its euthanasia policies and procedures which include the following highlights:

- All euthanasia for behavioral or medical reasons must be brought before the Pathway Planning Panel (Panel) for review except where immediate euthanasia is necessary. The Panel may be made up of Supervisors from the following sections; Clinic, Admitting, Animal Care, Field, and Program Coordinators. The Panel discusses the best possible outcome, focusing on those pets struggling in the shelter environment; explores all options, partnerships, and community outreach to find the best outcome for these pets; serves as the deciding group to ensure the possible life saving options have been pursued; and the euthanasia recommendation is the only remaining appropriate outcome for the pet.

- The Panel must evaluate each pet, and if all parties agree, the panel must complete side one of the Euthanasia Approval Form for Pets with Demonstrated Aggression or Untreatable Medical Conditions.

- Once the panel approves, the form is provided for review to the Director or Assistant Director for the final review and for additional veterinarian consult. If in agreement, the applicable section on side two of the Euthanasia Approval Form for Pets with Demonstrated Aggression or Untreatable Medical Conditions must be completed and signed and provided to a Supervisor of vet services.

- There are emergency situations when an animal may experience extreme suffering if euthanasia is delayed. In this case, trained staff may perform humane euthanasia on the field after seeking guidance from the County Veterinarian, or contract Relief Veterinarian. In the event staff performs immediate euthanasia a post euthanasia justification form is required.

SECTION III: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

General Shelter Operations

20. Animal Handling Training is Inadequate to Ensure the Safety of Employees and Volunteers.

Employees and volunteers are not adequately trained on animal handling procedures. Animal handling training is currently informal and typically handled through on-the-job training, volunteers train other volunteers and employees train other employees. As a result, animal handling procedures are inconsistently applied, and standards are unclear. Industry standards indicate that adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. The ability to handle animals safely is key to the functions performed by shelter employees and volunteers. Animal handling training should be conducted during the onboarding process and periodically refreshed to ensure the safety of employees, volunteers, animals, and members of the public. Failure to provide adequate training increases risk of injury to both animals and human handlers.

ACAD has incurred liability claims of $22,000 for animal bites during the audit period for volunteers and the public and $27,000 in workers compensation claims for animal bites for employees.

Recommendation 36

We recommend management develop and implement formal animal handling training during the onboarding of employees and volunteers. Refresher training should be conducted at least annually or when animal handling standards or procedures are updated.

21. ACAD Does not Consistently Provide Sufficient Leashes and Collars to Facilitate the Safe Handling of Animals.

During our inquires with employees and volunteers, we noted the following:

A. Dogs are not consistently provided with collars when placed into general population.

B. There are insufficient leashes provided to walk dogs.

Management should provide sufficient equipment to safely handle animals. Employees and volunteers often have to find or bring their own suitable equipment to safely handle animals. Failure to provide adequate equipment to safely handle animals increase the risk of injury to employees and volunteers and increases the County's legal risk.

Recommendation 37

We recommend management ensure adequate equipment is consistently provided to employees and volunteers to safely handle animals.

22. The Inventory of Food Supplies is not Adequately Monitored and Controlled.

During our review of the shelter's food management processes, we noted the following concerns:

A. The clinic does not utilize a centralized electronic inventory management system to monitor and track quantities of food on hand at the shelter. ACAD purchases food for sheltered animals and receives donated food from organizations and individuals. The food is stored and distributed from a room in the shelter administration area; however, an inventory system is not used to track food inventory, including expiration dates.



B. Expiration dates are not consistently documented for food packaged in zip lock bags that are meant for distribution to participants in the Foster Program. We observed donated food that had already expired or did not have expiration dates stamped on the bags stored within the food preparation room.

Without adequate inventory management is not adequately able to identify inventory needs, reconcile inventory counts, or detect lost or stolen items.

Recommendation 38

We recommend management implement an inventory management system to efficiently and effectively track donated and purchased food items.

23. Food Storage and Distribution Procedures Have Not Been Documented and Reviewed to Ensure Compliance with Industry Standards.

During out review of ACAD's policies and procedures we noted the following concerns:

A. There are no written procedures addressing rodent and pest control. Based on our review of established policies for sanitation, neither preventive measures related to rodent and pests nor routine treatments are addressed in any written document. Based on observations of the food storage areas, all food was kept in sealed bins and container impervious to rodents and insects. ASV Guidelines state:

> *"Many rodents and insects harbor bacteria and other pathogens that can contaminate food products, resulting in food spoilage or direct transmission of disease to the animals (Urban 1998). Areas of food storage are particularly vulnerable to infestation. All food should be kept in sealed bins or containers that are impervious to rodents and insects (New Zealand 1993). Food should be removed from runs at night if rodents and insects are present. If a shelter is experiencing a problem, solutions must be humane, safe, and effective."*

Failure to institute written policies related to rodent and pest control could result in an infestation of rodents and pests and ultimately the spread of disease throughout the shelter population.

B. Animal food preparation policies and procedures have not been documented to ensure food is adequately handled, prepared, and distributed. Procedures should ensure that:

i. Food supplies are stored in a manner to prevent spoilage or contamination.

ii. Food preparation and storage areas are easily sanitized and maintained in a clean condition.

iii. Expiration dates are monitored to ensure food provided to animals is not past its expiration date.

iv. Perishable foods are adequately refrigerated.

v. Exposure to heat and moisture is appropriately controlled to maximize shelf life.

vi. Toxic substances and vermin are kept out of contact with food, food storage, and preparation areas.

vii. Food removed from original packaging is clearly labeled.

Failure to document food handling, preparation and distribution practice may lead to inconsistent standards increasing the risk of contamination.

Recommendation 39

We recommend management establish rodent and pest control policies and procedures.

Recommendation 40

We recommend management establish food handling, preparation and distribution policies and procedures.

Sanitation

24. Sanitation Training Provided to Volunteers are Inadequate, and Cleaning Chemicals are not Appropriately Labelled.

While sanitation activities for medium and large dog enclosures are performed by ACAD's staff, sanitation activities for small dogs and cat cages are often performed by volunteers. During our review, we noted the following concerns:

A. Volunteers cleaning small dogs and cat cages are often unaware of the cleaning chemicals used and how to properly apply the chemicals.

   i. Cleaning chemicals (Accel, diluted bleach solution, simple green) are placed into unlabeled, generic spray bottles making it difficult to identify the contents, appropriate usage, and necessary safety precautions for volunteers and animals.

   ii. The Accel solution, when applied, was often immediately wiped off without allowing the chemical to sit for the minimum five minutes recommended by the manufacturer.

   Volunteers are currently trained on the job by other volunteers resulting in inconsistent sanitation procedures. Failure to adequately train volunteers on the appropriate use of cleaning chemicals to clean and sanitize kennels and appropriately label cleaning chemicals can lead to the spread of disease and may affect the health of shelter animals, employees, volunteers, and visitors.

Recommendation 41

We recommend management ensure that cleaning supplies are adequately labelled and that a consistent process is established to ensure that volunteers are adequately trained on appropriate use of chemicals and cleaning procedures.

Population Management

25. Owner Surrendered Animals From Outside Broward County Cost County Residents Approximately $10,500.

During our review of population management policies and procedures, we noted the following concerns:

The shelter accepts owner surrendered animals from outside of Broward County for a nominal fee regardless of the shelter's current population. During our audit period, thirty-two animals *(23 dogs and 9 cats)* were surrendered by residents living outside Broward County as shown in Table U.

Table U
Non-County Resident Owner Surrenders

County or Tribe	Total Number of Pets Surrendered
Miami-Dade	18
Palm Beach	7
Seminole Tribe of Florida	4
Tulsa (Oklahoma)	1
Highlands	1
Polk	1
Total	**32**

Of the dogs surrendered, ten of 23 (43%) were American Staffordshire Terriers (AS Terriers) also referred to as the American Pitbull Terrier which are banned in Miami Dade County. Sec.4-9 of Broward County Ordinance states that:

> *"owners of an unwanted dog or cat may bring such dog or cat to a designated County animal shelter facility and, with proof of ownership and payment of the appropriate fee, if applicable, as established by resolution, release the dog or cat to the Division. The fee will be charged to any owner that is surrendering an unwanted dog or cat and is not a resident of Broward."*

The shelter currently charges a $75 fee for owner surrenders by non-county residents codified in Section 40.9(k) of the Broward County Administrative Code; however, this fee does not appear adequate to cover the cost of sheltering these animals. Table V shows the ACAD's cost for sheltering animals outside of Broward County compared to fee revenue.

Table V
Calculation of Costs Versus Revenue for Animals Surrendered From Outside of Broward County

Calculation of Costs for Out-of-County Surrenders		
No. of animals Surrendered		32
Surrender Fee per Animal	x	$75
Total Revenue		$2,400
*Estimated Cost per Animal per Day		$25.20
*Average Length of Stay (Days)		16
Total Estimated Cost for Surrendered Animals (16 x $25.20 x 32)		$12,978
Estimated Cost to Broward County Taxpayers		**$10,578**

*Estimated cost per animal per day provided by management and validated by the County Auditor's Office.
*Average Length of Stay calculated for the 32 animals by the County Auditor's Office.

As shown in Table V, the 32 animals surrendered from outside the County remained in the shelter an average of 16 days with a range of 0 to 126 days. The estimated cost to Broward County taxpayers was approximately $10,578. Fees charged for services provided to non-Broward County residents should be commensurate with expected costs to reduce the burden on Broward County's taxpayers.

Recommendation 43

We recommend management discontinue the acceptance of owner surrendered animals from outside Broward County or adjust fees for this service to be more commensurate with costs.

26. Daily Animal Inventories are not Consistently Performed.

During our review of animal population management procedures within the shelter, we noted the animal inventory counts to ensure all animals are accounted for are not performed daily as required by ACAD's Daily Census procedure. For example, during the period October 1, 2019 to January 31, 2020, animal inventory counts were performed on average every five days with a range of one to 13 days. ACAD's procedures states:

> *"To make sure that all animals are accounted for, an inventory is done every day. . . Staff must physically walk through kennels to complete the census accurately. Each animal's cage card must be scanned as the animal is verified. . . Any cage/run/enclosure where animals are housed must be scanned even if they are empty."*

In addition, during our independent count of animals in the shelter, we noted 32 of 108 (30%) cats could not be located in the shelter. Upon follow-up, management indicated that these animals were at Pet Supermarket or sent out to foster but Chameleon was not yet updated with the appropriate status.

Animal inventory counts should be performed daily for management to obtain timely notification of potentially missing or misplaced animals. Each inventory variance should be researched timely and Chameleon appropriately updated.

Recommendation 44

We recommend management perform daily inventory counts as required by ACAD's policies and procedures and ensure appropriate procedures are in place to follow-up on variances and update Chameleon timely.

27. Intake Procedures Require Enhancement and Should be Consistently Followed.

During our observations of intake procedures, we noted the following concerns:

A. Management has established and implemented intake procedures that are generally in alignment with industry standards; however, during our review of standard operating procedures, we noted the following elements are not explicitly documented within the procedures reviewed:

- ❖ Separating animals by species and age as well as by their physical and behavioral health status during intake.
- ❖ Restrictions on housing or handling healthy animals with animals who have signs of illness starting from the time of intake and continuing throughout their stay.
- ❖ Ensuring that cats are not placed within spatial, visual, or auditory range of dogs during intake procedures.
- ❖ Housing animals showing signs of stress in separate, calm, quiet areas beginning at intake.

Animal care intake policies and procedures should align with industry guidelines to ensure animal welfare during the intake process. ASV Guidelines also require that "Protocols must be developed and documented in sufficient detail to achieve and maintain the standards described".

B. Required documentation and data are not consistently included in animal records. During our review we noted the following:

i. Six of 30 (20%) animals sampled, labeled as owner surrender, did not have an owner surrender form attached in the Chameleon system. ACAD's owner surrender procedures require that an owner surrender form be completed and retained by the agency if the owner's intent is for ACAD to attempt to find a new home for their pet(s). Without an owner surrender form, management has no evidence that the animal was released to the shelter by the owner.

ii. Seven of 60 (12%) animal records sampled did not contain a behavior memo that documents animal behavior characteristics at or near the time of intake. ACAD's impounding procedures require that:

> *"All animals impounded need to have a Behavior memo completed and attached to the animal's ID number".*

Failure to include a behavior memo hampers management's ability to assign a behavior classification, have a baseline against which animal behavior changes may be assessed, and identify potentially aggressive behavioral characteristics that may pose a threat to employees, volunteers, and members of the public.

iii. Three of 60 (5%) of animal records reviewed during the audit period within the Chameleon system did not have evidence that a microchip scan was performed during intake. ACAD's procedures require that employees update the applicable field on the Kennel Screen of the Chameleon database to indicate if a microchip was found (Yes) or (No). Failure to adequately document the results of the scan prevents management from demonstrating that established procedures to determine whether an animal has an owner is performed during the intake process.

iv. Three of 60 (5%) of animal records reviewed during the audit period did not contain age or gender information. ACAD's impounding procedures require that:

> *"All animals are to be photographed, scanned for microchips and properly sexed, carefully checked for tattoos, tags or any other form of owner identification. Any distinguishing marks or features present on the animal should also be noted in Chameleon in the form of a note on the animal ID."*

ACAD's clinic procedures require that:

> *"Age and Weight are always recorded on the kennel card and in the Chameleon system."*

Age is an important factor for determining medical treatment, including vaccinations. Failure to record animal age during the intake process may hamper management's ability to monitor animal health and well-being.

v. Two of 60 (3%) of animal records reviewed during the audit period did not contain evidence of animal vaccination during intake. ASV Guidelines require that:

> *"Because risk of disease exposure is often high in shelters, animals must be vaccinated at or prior to intake with core vaccines."*

ACAD's impounding procedures require that all dogs and all cats over one pound be vaccinated prior to placing them into the kennel population unless there is a medical concern. Without documentation of vaccination for each animal in the shelter, management has no assurance that vaccination was performed to reduce the risk of disease exposure.

Based on inquiry with ACAD management, human error, current limited staffing resources, and increased intake have contributed to data entry errors. Intake procedures and the required data entry should be performed consistently, so that management has a complete record on which to base animal care decisions, reduce operational risk, and provide as much information as possible to potential adopters, fosters, and rescues.

Recommendation 45

We recommend management enhance current intake policies and procedures to align with industry guidelines where applicable.

Recommendation 46

We recommend management ensure ACAD's intake procedures are consistently followed and that animal records are complete and contain all required documentation.

Euthanasia

28. Euthanasia Policies and Procedures Require Enhancement and are not Consistently Followed.

During our review of euthanasia policies and procedures, we noted the following concerns:

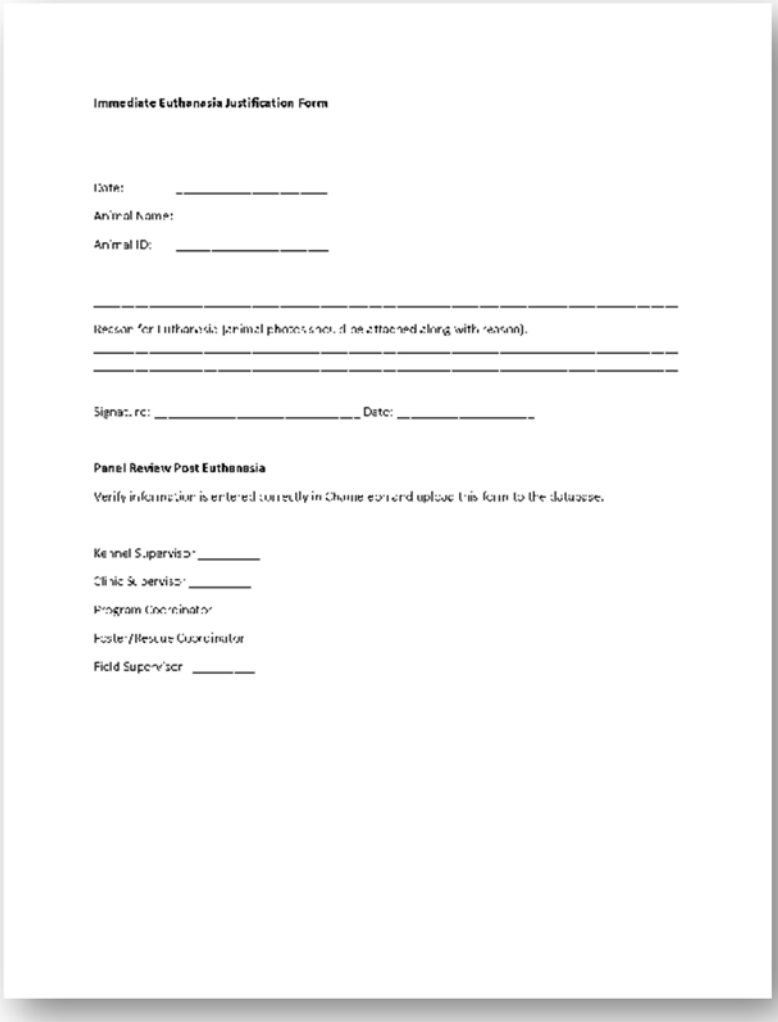
A. Three of 60 (5%) owner requested euthanasia sampled did not have an Owner Requested Euthanasia Form attached to the animal's record in Chameleon as required by ACAD's procedures. For every kennel record that indicates the owner requested euthanasia, there should be a corresponding owner authorization. Without an authorized Owner Requested Euthanasia Form management is unable to demonstrate that the owner requested euthanasia increasing the County's legal risk.

B. Twelve of 60 (20%) shelter euthanasia approval forms for animals euthanized upon determination by the shelter that euthanasia is necessary could not be provided by management. ACAD's procedures require shelter euthanasia forms to be completed and stored for every euthanasia performed; however, the procedures do not require that the forms be attached within Chameleon. Without completed and approved euthanasia forms, management is unable to demonstrate that established euthanasia procedures are followed.

C. Shelter euthanasia approval forms are not stored within the Chameleon system which is ACAD's system of record. Euthanasia approval forms are stored separately on the ACAD's network. Euthanasia approval forms should be stored within Chameleon and tied to the animal's record as evidence that euthanasia approval procedures were followed and reduce the risk that the evidence is not adequately retained.

D. Policies and procedures for the completion of shelter euthanasia approval forms are not documented. Prior to animals being euthanized, a panel, consisting of shelter management employees meet to discuss the animal's outcome. There are two types of Euthanasia Forms that the shelter utilizes:

a) Immediate Euthanasia Justification Forms and



Immediate Euthanasia Justification Form

Date: _____

Animal Name:

Animal ID: _____

_____

Reason for Euthanasia (animal photos should be attached along with reason).

_____

_____

Signature: _____ Date: _____

Panel Review Post Euthanasia

Verify information is entered correctly in Chameleon and upload this form to the database.

Kennel Supervisor _____

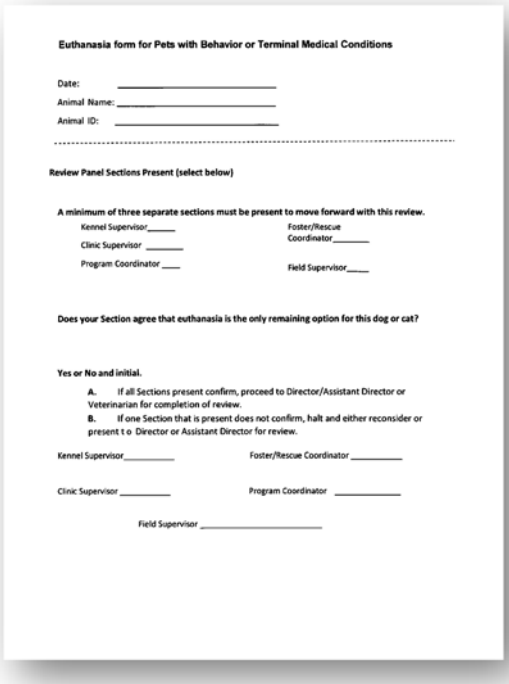
Clinic Supervisor _____

Program Coordinator

Foster/Rescue Coordinator

Field Supervisor _____

b) Behavioral or Terminal Forms (Pages 1 and 2).



Euthanasia form for Pets with Behavior or Terminal Medical Conditions

Date: _____

Animal Name: _____

Animal ID: _____

Review Panel Sections Present (select below)

A minimum of three separate sections must be present to move forward with this review.

Kennel Supervisor____ Foster/Rescue Coordinator_____

Clinic Supervisor _____

Program Coordinator ____ Field Supervisor____

Does your Section agree that euthanasia is the only remaining option for this dog or cat?

Yes or No and initial.

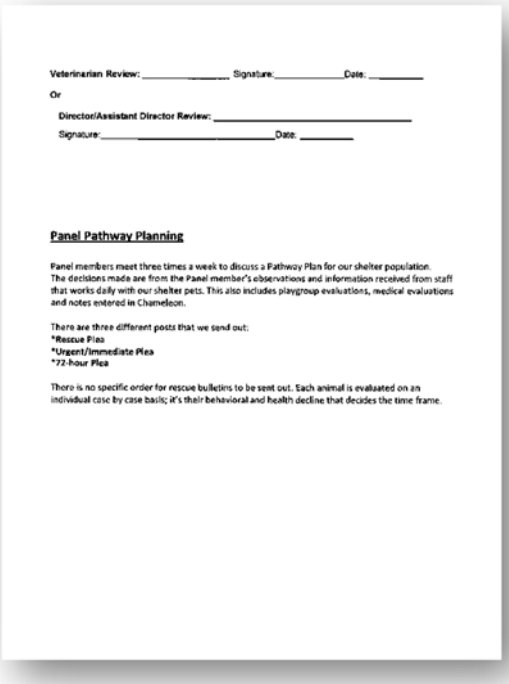
A. If all Sections present confirm, proceed to Director/Assistant Director or Veterinarian for completion of review.

B. If one Section that is present does not confirm, halt and either reconsider or present t o Director or Assistant Director for review.

Kennel Supervisor_____ Foster/Rescue Coordinator _____

Clinic Supervisor _____ Program Coordinator _____

Field Supervisor _____



Veterinarian Review: _____ Signature:_____Date: _____

Or

Director/Assistant Director Review: _____

Signature:_____Date: _____

Panel Pathway Planning

Panel members meet three times a week to discuss a Pathway Plan for our shelter population. The decisions made are from the Panel member's observations and information received from staff that works daily with our shelter pets. This also includes playgroup evaluations, medical evaluations and notes entered in Chameleon.

There are three different posts that we send out:
*Rescue Plea
*Urgent/Immediate Plea
*72-hour Plea

There is no specific order for rescue bulletins to be sent out. Each animal is evaluated on an individual case by case basis; it's their behavioral and health decline that decides the time frame.

There are no formalized policies and procedures outlining who is required to complete and approve each form. Euthanasia policies and procedures should be documented. Failure to adequately document policies and procedures may lead to inconsistent completion and storage of these forms.

Recommendation 47

We recommend management implement procedures to ensure that each owner requested euthanasia record is reviewed for accuracy, adequate supporting documentation, and authorization.

Recommendation 48

We recommend management ensure that euthanasia approval forms are retained to demonstrate that euthanasia approval procedures are followed.

Recommendation 49

We recommend management ensure that euthanasia approval forms are uploaded and attached within Chameleon and tied to each animal's record.

Recommendation 50

We recommend management document policies and procedures for the completion and approval of shelter euthanasia forms.

Adoption Program

29. Adoption Policies, Procedures, Forms, and Questionnaires Require Enhancement.

During our review of ACAD's adoption policies and procedures we noted the following:

A. Policies and procedures are generally designed and implemented to maintain animal health and well-being in alignment with national standards except for the following:

   i. ACAD does not have documented policies for adoption support and follow-up after the animal has been adopted. In 2019, Best Friends Shelter Report recommended the development and deployment of post-adoption follow-up policies and procedures to ensure maximum retention of animals. The Association for Animal Welfare Advancement also recommends that shelters counsel and assist adopters on medical health support issues, behavioral issues, and financial support as an important component of the adoption process to help ensure pets stay in their new homes. Failure to implement a post-adoption support system may lead to an increase in the number of animals returned to the shelter.

   ii. Although management has implemented procedures to review the "Do Not Adopt" list as the agency performs checks of potential adopters, these procedures are not documented. ACAD uses a "Do Not Adopt" feature embedded in Chameleon to flag individuals with a known history of animal cruelty, neglect, or previous violations of animal control laws, but procedures for this activity are not documented within the adoption SOP. Adoption procedures should be complete. Failure to adequately document Do-Not-Adopt procedures increases the risk that animals are adopted by individuals with a known history of animal cruelty and violation of animal control laws.

B. Adoption forms and questionnaires do not inquire about the following:

   i. Whether other pets in the household are current on vaccinations and have current rabies registration tags. While this validation is performed as part of the adoption process, potential adopters are not required to disclose this information on Adoption forms and questionnaires. Failure to require disclosure of this information increases the risk that adopted animals are placed in homes with other unvaccinated pets.

ii. Whether there are any known pet allergies by family members. ACAD's adoption forms and policies and procedures should address the issue of pet allergies. According to Cleveland Clinic, people allergic to animals may experience mild reactions such as a rash or hives, or something more severe, e.g. life-threatening asthma. Failure to adequately consider pet allergies may affect the health of adopters and lead to adoption returns.

Recommendation 51

We recommend management enhance adoptions policies and procedures to include:

i. the post-adoption follow-up and support procedures to minimize the return of animals to the shelter.

ii. checks performed to reduce the likelihood that animals are adopted by individuals with a history of animal abuse and violation of animal control laws.

Recommendation 52

We recommend management enhance adoptions forms and questionnaires to include inquiries on known pet allergies and the vaccination status of each household pet.

30. Adoption Application Files are not Adequately Maintained and do not Consistently Contain Required Documentation.

ACAD's adoption application files are not adequately maintained and do not consistently contain required documentation. During our review, we noted the following:

A. Seven of 60 (12%) adoption application files could not be provided by management.

B. Six of 53 (11%) application files lacked signed adoption contract documents.

Adoption files should be complete and adequately maintained. ACAD's Adoption standard operating procedures require that an adoption contract must be signed and dated by the adopter at the time of adoption. Without adequately maintaining required adoption documentation, management cannot demonstrate compliance with approved policies and procedures and increases the County's legal risk.

Recommendation 53

We recommend management ensure adoption application documentation is complete and adequately maintained.

31. PetHarbor Website Posting Procedures Require Enhancement.

The PetHarbor website posting procedures require update. During our review we noted the following:

A. Twenty-one of 226 (9%) animals (13 cats and 8 dogs) were posted online without a photograph. ACAD's Intake and Redemption Procedures requires that a photograph be taken of each animal at intake for Chameleon and the Website. Further, it states that an animal without a photo shouldn't be posted. Failure to upload a photo may reduce the public's interest adopting an animal resulting in longer shelter stays.

B. Thirty-one of 205 (15%) animals (17 cats and 14 dogs) had unappealing photographs that violated established procedures as shown in Figures 30 and 31. These animals had pictures taken behind bars or in unsanitary conditions.





ACAD's Intake and Redemption procedure states that pictures should be good enough to determine color and breed. No "through the bars" pictures should be used in Chameleon or on its website to market animals. Failure to post appealing pictures that meet minimum requirements pictures may negatively impact interest of the public in animals resulting in longer shelter stays.

Recommendation 55

We recommend management ensure animals are posted on the PetHarbor Website with a photograph.

Recommendation 56

We recommend management review established photograph standards and ensure that they are followed to post acceptable animal photos on its website.

32. Kennel/Cage Cards Require Enhancement to Provide Sufficient Information Recommended to Increase Adoptions.

Kennel/Cage Cards do not contain sufficient information recommended to facilitate adoptions. Cage cards do not include information highlighting animal temperament, and relevant medical information. Animal Sheltering Magazine, published by the Humane Society of the United States (HSUS) recommends cage cards provide anecdotes focusing on the animal's best qualities, behavioral temperament and relevant medical information to pique the interest of adopters and increase an animal's chance of adoption. Failure to properly design cage cards may impact the number of animals adopted.



Recommendation 57

We recommend management enhance kennel/cage cards to include animals' best attributes including temperament and relevant medical information.

Foster Program

33. Foster Program Policies and Procedures Have not Been Approved and Require Enhancement.

During our review of Foster program policies and procedures, we noted the following concerns:

A. Foster Program policies and procedures have not been formally approved by the Agency Director. A draft policy and procedure has been developed describing current practices; however, these procedures have not been formally approved by agency management. Standard operating procedures should be reviewed and approved by management to provide clear and specific guidance to employees to achieve ACAD's objectives. The absence of approved procedures may increase operational risks, reduces management's ability to hold employees accountable, and may hamper the consistent achievement of organizational goals.

B. Draft Foster Program policies and procedures require enhancement. During our comparison of the shelter's Foster Program to industry best practices we noted the ACAD's program does not include the following policies and procedures to:

   i. Describe requirements for qualifying as a Foster.

   ii. Address the issue of liability for incidents while animals are in the care of Foster.

   iii. Require home visits.

   iv. Offer foster family orientations and training upon approval of application.

   v. Explicitly encourage fosters to find forever homes for the animals they foster.

   vi. Review the "Do Not Adopt" list as the agency performs checks of potential fosters for a history of animal cruelty and animal code violations.

   vii. Procedures for monitoring compliance with clinic visits.

   ACAD's Foster Program policies and procedures should be comprehensive and include industry best practices, where applicable. Lack of a comprehensive policy that meets industry standards may inhibit ACAD from consistently achieving organizational goals.

Recommendation 58

We recommend management ensure that Foster Program policies and procedures are formally approved by the Agency Director.

Recommendation 59

We recommend management enhance Foster Program policies and procedures, considering inclusion of the following elements:

- ❖ Describe requirements for qualifying as a Foster.
- ❖ Address the issue of liability for incidents while animals are in the care of Foster.
- ❖ Require home visits.
- ❖ Offer foster family orientations and training upon approval of application.
- ❖ Explicitly encourage fosters to find forever homes for the animals they foster.
- ❖ Review the "Do Not Adopt" list as the agency performs checks of potential fosters for a history of animal cruelty and animal code violations.
- ❖ Procedures for monitoring compliance with clinic visits.

34. Foster Application Files are not Adequately Maintained and do not Consistently Contain Required Documentation.

ACAD's foster application files are not adequately maintained and do not consistently contain required documentation. During our review, we noted the following:

A. Nine of 59 (15%) foster applications sampled could not be provided by management. Foster application documentation should be complete and adequately maintained.

B. One of 59 (2%) sampled foster families reside outside the tri-county area in violation of ACAD's procedures. Foster applications require eligible applicants to reside within the tri-county area (Miami Dade, Broward, Palm Beach).

C. Four of 50 (8%) Foster applications showed no evidence of approval by ACAD personnel.

D. Seven of 50 (14%) foster applications did not include evidence of Foster individual's Identification. Foster application procedures require validation of applicant's identity.

E. Eight of 59 (14%) fostered more than one litter at a time in violation of ACAD's Procedures. Foster procedures limit foster families to one litter at a time.

F. Four of 25 (16%) applications where other pets were present in the home did not include evidence of current tags/vaccinations. ACAD's procedures require validation of the vaccination status of other household pets.

Without maintaining adequate documentation of Foster applications, management is unable to demonstrate that appropriate procedures were followed increasing operational and legal risks.

Recommendation 60

We recommend management ensure:

A. Foster application documentation is complete and adequately maintained.

B. Foster application documentation is periodically reviewed to ensure continued compliance.

35. ACAD's Procedures for Tracking Animals Requiring Foster Need Enhancement.

The current process for identifying and listing animals that require Foster is informal and is not tracked within the Chameleon system to maintain an adequate history. Staff utilizes a whiteboard to record animals needing foster which is periodically erased and not used to update the system of record. This method does not ensure completeness, does not facilitate the establishment of animals' history, is not measurable, facilitate the generation of system reports, or ensure transparency and accountability. The Clinic Manager identifies animals in need of foster, and alerts the Foster Coordinator, who communicates to all appropriate fosters through social media or email. ACAD's procedures do not require that a formal list be maintained or that the functionality within Chameleon be used. A formal list facilitates tracking accountability and transparency. The absence of a formal list increases the opportunities for error and reduces management's ability to create a complete history within the system of record.

Recommendation 61

We recommend management establish and maintain a formal list of animals requiring foster and track activities to improve, accountability and transparency, utilizing the functionality within Chameleon.

Rescue Program

36. Rescue Program Policies and Procedures Have not Been Approved and Require Enhancement.

During our review of Rescue program policies and procedures, we noted the following concerns:

A. Rescue Program policies and procedures have not been formally approved by the Agency Director. A draft policy and procedure has been developed describing current practices; however, these procedures have not been formally approved by agency management. Standard operating procedures should be reviewed and approved by management to provide clear and specific guidance to employees to achieve ACAD's objectives. The absence of approved procedures may increase operational risks, reduces management's ability to hold employees accountable, and may hamper the consistent achievement of organizational goals.

B. Daily assessments of at-risk animals are not performed by the Rescue Coordinator to proactively make them available to rescue groups. Upon inquiry, we were informed by staff that there is just not enough time or staff resources to conduct daily assessments and still meet other deadlines. ACAD's procedures require that the Rescue Coordinator:

> *"perform a daily assessment identifying which animals are most urgently in need of rescue following their intake and taking into consideration their hold time(s). Such assessment shall take place as soon as possible following their intake."*

Failure to perform a proactive daily assessment results in the publication of "Last call" rescue notices after animals have already declined and at risk of euthanasia.

Recommendation 62

We recommend management ensure that Rescue Program policies and procedures are formally approved by the Agency Director.

Recommendation 63

We recommend management ensure that the daily assessments of at-risk animals are performed as required by ACAD's policies.

37. Rescue Application Files are not Adequately Maintained and do not Consistently Contain Required Documentation.

ACAD's rescue application files are not adequately maintained and do not consistently contain required documentation. During our review, we noted the following:

A. Fourteen of 49 (26%) sampled rescue partners did not have evidence of current status as 501(c)(3) organization on IRS's website. ACAD's procedures require evidence of 501(c)(3) nonprofit status.

B. Twenty-nine of 49 (59%) sampled rescue partners did not have complete application documentation.

   i. Two of 29 (7%) did not have documented experience operating in Animal care. ACAD's procedures require that the incorporated organization must have documented experience operating a dog and/or cat rescue in a veterinary clinic, rescue, or shelter environment.

   ii. Three of 29 (10%) did not have Contact information of Veterinarian(s) and Foster Homes. ACAD's procedures require contact information of veterinarian(s) and Foster Homes (if not operating from a physical shelter location) used on a regular basis by the organization.

   iii. Twenty-one (72%) of 29 did not have a copy of corporation papers. ACAD's procedures require corporation papers with articles indicating that the organization's purpose is to rescue dogs and/or cats.

   iv. Four of 29 (14%) did not have a List of Organizations' Officers. ACAD's procedures require the current list of officers with individual contact information included.

   v. Eleven of 29 (38%) did not have references. ACAD's procedures require a list of references which include shelter organizations and contacts that have worked with rescued animals; veterinarians used by the organization for the care of rescued animals; and any others as may be applicable.

C. Two of 51 (4%) sampled rescue partner applications could not be provided by management.

D. Two of 49 (4%) sampled rescue partners were not registered with Florida Department of Corporations.

According to ACAD's Standard Operating Procedures for the Rescue Program, applications for rescue partnerships must be complete and support the minimum requirements for evaluation and background screening. The review process includes information verification, reference checks, and verification of the credentials of the organization and principles. Without maintaining adequate documentation of rescue partner applications, management is unable to demonstrate that appropriate procedures were followed increasing operational and legal risks.

Recommendation 64

We recommend management ensure:

A. appropriate controls are in place to validate that each rescue partner application is complete and meets minimum eligibility requirements prior to approval.

B. Rescue partner eligibility status is reviewed at least annually to ensure continued compliance with minimum eligibility requirements.

Volunteer Program

38. Volunteer Timekeeping Policies and Procedures are Inadequate.

During our review of volunteer timekeeping processes, we noted the following concerns:

A. Formal procedures for volunteer timekeeping have not been established. Volunteers may enter their time using a tablet provided by management or on a physical log when the tablet is not working. Time entered using the tablet automatically updates the Volgistics application. Time entered on the physical log is then manually entered by the Volunteer Coordinator into the Volgistics system; however, these processes are not documented. Policies and procedures governing the management of volunteer time keeping processes should be formally documented and enforced. Management has not formally developed policies and procedures governing volunteer timekeeping practices and has not implemented procedures to review manual data entry and(or) adjustments for appropriateness.

B. Documentation to support manual changes to volunteer hours is not consistently retained. Specifically:

   i. For two of four months sampled (50%) ACAD was unable to provide us with evidence to support the manually recorded and(or) updated volunteer hours within the Volgistics system. During those two months, a total of 774 transactions representing volunteer activity were recorded. Of the 774 timekeeping transactions, 298 (39%) were either added or modified by ACAD staff.

   ii. For the two months where Animal Care staff had maintained physical logs, 20 of 30 (67%) records reviewed did not have adequate support.

      a) Six of the 20 (30%) entries had supporting log entries, but the time entered into the system did not match the time entered on the physical log.

      b) Fourteen of the 20 (70%) exceptions did not have supporting physical log entries to justify the manual data entry.

C. Tasks performed by volunteers were not consistently entered in Volgistics. Over 1,500 hours service hours, approximately 5% of total hours entered during the audit period did not include information about the tasks performed. Volunteers are required to enter complete and accurate hour and activity information into Volgistics.

Without complete information, management is unable to maintain complete volunteer activity and hour information, and volunteer hour performance metric statistics reported by the Animal Care and Adoption Division would be inaccurate. These statistics are included in the Office of Management and Budgets quarterly and annual budget reports.

Recommendation 65

We recommend management develop and implement formal procedures governing volunteer timekeeping practices.

Recommendation 66

We recommend management ensure evidence to support manual entries and changes to volunteer hours are adequately maintained. In addition, manual entries and changes should be periodically reviewed for accuracy and appropriateness.

Recommendation 67

We recommend management ensure that appropriate procedures are implemented and enforced to ensure all volunteer hours and activities are entered into the Volgistics system.

39. Volunteer Program Policies and Procedures Require Enhancement and are not Consistently Followed.

During our review of Volunteer Program policies and procedures, we noted the following concerns:

A. Volunteer application and training documentation is not consistently maintained to demonstrate the volunteers meet the agency's requirements and have been appropriately trained. During our review of 60 volunteer files, we noted:

   i. On-the-job training provided to volunteers is not documented in their files. All volunteers are required to shadow another volunteer, lead volunteer or staff member for the first few shifts until they are comfortable working alone and have been cleared by the Volunteer Coordinator.

   ii. Thirty of 60 (50%) files did not indicate the date of the Online Training Orientation on the application form.

iii. Four of 60 (7%) files did not include the Public Communications Model Authorization and Release Forms which is required to be signed during the interview with the Volunteer Coordinator. This form:

a. Releases the County from liability from reproducing volunteers' pictures, photographs, films of the volunteer for Agency publicity or promotion.

b. Establishes the County's rights and interests to images of volunteers.

c. Officially notifies volunteers that they are not entitled to financial payments if their pictures are used in publications, video, and films.

iv. Two of 60 (3%) files did not have Release and Waiver Liability Forms which is required to be signed during the interview with the Volunteer Coordinator. This form releases the County from liability for animal bites, claims, and other causes of action and injuries.

v. One of 60 (2%) files did not have Volunteer Standard of Conduct Form which is required to be signed during the interview with the Volunteer Coordinator. This form informs volunteers on County policies, including:

a. Conflict of interest

b. Acceptance and solicitation of gifts

c. Code of Ethics

d. Sexual Harassment Policy

e. Policy opposing Workplace Violence

f. Equal Opportunity Policy

vi. One of 60 (2%) files did not include evidence of a volunteer application. ACAD's procedures require potential volunteers to complete the online application prior to attending New Volunteer Orientation. Volunteer Application forms document personal and background information about the volunteer, including criminal history.

vii. One of 60 (2%) files did not include a background check clearance from the Risk Management Division. This document indicates that the volunteer was cleared for the Volunteer Program after review of the background check by the Risk Management Division.

viii. One of 60 (2%) files did not have interview forms, or the date of the interview annotated on the application form. ACAD's procedures require an interview with the Volunteer Coordinator.

ACAD procedures require that volunteers complete and execute the forms listed above and that that the documents are retained. Failure to obtain and retain all required forms and clearances may increase the County's legal risk and reduce management's ability to enforce shelter policies and take disciplinary actions.

Recommendation 68

We recommend management ensure all required volunteer application documentation is complete, executed and retained.

SECTION IV: LICENSING SERVICES

Background

Rabies Vaccinations

Chapter 4 of the Broward County Code, the Broward County Animal Care Ordinance, requires all cats and dogs four months and older to be vaccinated against rabies every year by a licensed veterinarian (or every three years if a three-year rabies vaccination was purchased). The law provides exceptions when:

- the cat or dog has been vaccinated against rabies within the past 12 months by a licensed veterinarian.
- a licensed veterinarian certifies in writing that a vaccination would be harmful to the pet's health; in which case a Waiver Certificate and Tag should be issued by the veterinarian.

Section 4-11 of the Broward County Code, the Broward County Animal Care Ordinance, requires that every cat or dog, four months of age or older, in Broward County have and wear a Broward County Rabies Registration Tag. This also protects pets in case it becomes lost or stolen. Thereafter, the pet owner must purchase a new Broward County Rabies Registration Tag annually, on the anniversary of the pet's rabies vaccination. If a pet received a three-year rabies vaccination, the tag must still be renewed every year, on the anniversary of the pet's rabies vaccination. Section 828.30 (3) of Florida Statutes requires that Veterinarians provide ACAD with copies of all rabies vaccination certificates.

Rabies Vaccination and Tags Purchased from Contracted Participating Veterinarians

Participating veterinarians, under contract with the County, provide one year or three-year rabies vaccination, issue a Rabies Certificate, and sell the pet owner a uniquely numbered Rabies Registration Tag. By the 15th of each month, participating veterinarians provide Broward County Animal Care Division with a package containing a summary listing all rabies registration tags sold, copies of the Rabies Vaccination Certificates, and remit a check for the total rabies registration tags sold during the prior month.



A Customer Service Representative (CSR) separates checks from the packages submitted by veterinarians, enters the check amount on a spreadsheet, copies, and places the check in the Vault for storage. A Data Team member uploads a copy of the Rabies Vaccination Certificate into Chameleon and enters the following information into the system:

- Name of pet owner
- Address of Pet owner
- Owner's contact information – telephone, email etc.
- Name of Pet
- Date the Rabies vaccination was administered,
- Rabies Registration Tag Number
- Amount paid by the pet owners for the Rabies Registration Tag

The Chameleon system generates a transaction summary for each Veterinarian to show the total amount due to the County. The Data Team member compares the total amount generated by Chameleon to the check submitted by the Veterinarian to ensure accuracy. If the check amount is less than the amount tabulated by Chameleon, the Division enters the amount into QuickBooks and bills the Veterinarian for the amount owed. If the check amount is more than the amount tabulated by Chameleon, the Division enters the amount into QuickBooks and the Veterinarian is provided a credit. A check is later issued to the veterinarian for excess amounts paid to Animal Care or the Veterinarian is directed to remit an amount that is reduced by the credit in the subsequent month.

Rabies Vaccination Purchased From Non-Participating Veterinarians.

Nonparticipating veterinarians provide Broward County Animal Care Division with copies of the Rabies Vaccination Certificates and County personnel enter the following information into the Chameleon System:

- Name of pet owner
- Name of Pet
- Date Rabies vaccination was administered
- Address of Pet owner
- Owner's contact information – telephone, email etc.

If the pet owners do not purchase a Rabies Registration Tag within 30 days of the shot the Chameleon system automatically generates a non-compliance letter that is mailed to the pet

owner. If no response is received a follow-up letter is automatically generated by Chameleon and mailed to the pet owner.

Rabies Registration Tags Purchased at ACAD.

Pet owners purchasing Pet Registration Tags at Broward Animal Care must provide a copy of the Rabies Vaccination Certificate. A Customer Service Representative scans and uploads a copy of the Rabies Certificate into Chameleon and enters the required information into Chameleon:

Required registration fees are collected from pet owners for the Pet Registration Tag, based on the following fee schedule:

- $15 – Sterilized cats
- $25 – Unsterilized cats
- $35 – Sterilized Dogs
- $55 – Unsterilized Dogs

Once fees are paid, a pet registration tag is issued.

Rabies Registration Tags Purchased Online

ACAD uses an e-commerce credit card payment management system for online purchase of rabies registration tags. Customers must upload a copy of the current Rabies Certificate into the system, complete the requested information, process payment to the County and wait approximately four weeks to receive the rabies registration tag via the mail.

Annual Renewal of Rabies Registration Tags

Thirty days prior to the anniversary date of the rabies shot the Chameleon System generates an automatic reminder notice to the pet owner of the pending expiration of the one-year annual rabies certificate. If the pet owner purchased a three-year rabies vaccination, only the registration tag would be required to be purchased.

Pet Registration Tag Inventory Management

Around September of each year, consideration is given to the purchase of rabies registration tags and waiver tags for the next year. ACAD has an agreement with National Band and Tag as tag providers. The quantity ordered is determined by the Business Manager based on the current and prior years' sales volume. The order should be placed no later than the beginning of November, earlier if possible, allowing time for receipt and distribution prior to January of the following year.

Upon receipt of the tag shipment, the quantity of cases and the serial numbers are verified. Tags are then sorted and distributed to Veterinarian partners based on each partner's previous year's sales.

Each year, at the same time the new tags are being delivered, the previous year's tags are picked up by Field Officers. The Officers pick up the tags along with a "Tag Return Form" describing the serial numbers of the tags being returned. Once the tags are returned to the shelter, an inventory is taken, and the information is entered on a tracking spreadsheet.

Shelter staff is required to reconcile each veterinary partner's account to ensure all monies and tags are accounted for. The old tags are then donated to a program for children who use the old tags for crafts and projects.

SECTION IV: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed. The following recommendations are applicable only if management does not outsource license tag sales.

40. Policies and Procedures for Pet Licensing Processes Have not Been Documented.

There are no written policies and procedures governing the pet licensing process. Process guides have been developed by various employees with instructions documenting how to enter pet license data into Chameleon; however, no procedures have been documented covering pet registration, tag issuance, tag renewals, enforcement processes, and the vet partner program. Policies and procures should be developed and approved by management to ensure efficient and effective practices are consistently followed. Lack of written policies and procedures increase the risk of inconsistent practices and the inability to achieve organizational goals related to pet licensing.

Recommendation 69

We recommend management document policies and procedures related to pet registration, tag issuance, tag renewals, enforcement processes, and the vet partner program.

41. Monitoring and Reconciliation of Veterinary Partner Tag Sales are Inadequate.

During our review of monitoring and reconciliation procedures for veterinary partner tag sales, we noted the following:

A. ACAD has not performed a reconciliation of 2019 Pet Registration Tags issued to Vet Partners as of June 29, 2020. According to agency records:

   i. 91,100 Tags (2019) were issued to 123 Vet Partners, 11,717 (12%) (tags were returned as of June 29, 2020; however, the difference, representing 79,383 (87%) tags were not reconciled as sold as of June 29, 2020 as shown in Table W.

ii. 7,100 Tags (2019) were issued to Vet Partners in the SNIP Program with 2,164 (30%) returned and the difference, representing 4,936 (70%) was not reconciled as used for the SNIP program as of June 29,2020 as shown in Table W.

Table W
Unreconciled Difference in the Number of 2019 Registration Tags Issued Versus Returned

Description	Regular Tags	SNIP Tags
2019 Tags issued to Vet Partners	91,100	7,100
Tags returned as of June 29, 2020	11,717	2,164
Difference as of June 29, 2020	**79,383**	**4,936**

iii. We reviewed a sample of fifteen randomly selected Vet Partners and noted eight of 15 (53%) vet partners did not remit 53 payments timely, totaling $67,370. The payments were remitted 2 - 13 months after the month of sale as shown in Table X. In some instances, payments were not included with the reconciliations:

Table X
Timeliness of Veterinary Partner Payment Remittances

No. of Months Remitted after Month of Sale	Number of Months Sales	Amount
2 -5 months	32	$38,500
6- 10 months	7	$5,725
11 - 13 months	4	$980
No payment	10	$22,165

iv. Section 2.1.8 of the Vet partner agreements provided for interest at 1.25% monthly, fifteen percent (15%) added to the balance due to the County and compounded monthly on the unpaid balance. We found no evidence that late remittances included the applicable interest.

County Administrative Policies and Procedures (CAPP), Volume 1: Accounting, Payroll & Tangible Property Procedures, Chapter 4: Receivables requires monthly review, frequent follow-up of outstanding unpaid receivables and delinquent Receivables (outstanding 120

days or more following the initial invoicing) should be referred to the County Attorney's Office for determination of collection status. Failure to perform timely review and follow-up on Vet partner reconciliations and outstanding past due balances could result in loss of County revenues.

B. Collection procedures for outstanding license fees are inadequate. During our review we noted:

i. $278,867 was owed to the County by Veterinarian partners as of January 28, 2020, with $153,632 (55%) past due 91 days and over as shown in Table Y.

Table Y
Aging of Outstanding Veterinary Partner Payment Remittances

1-30 Days	31 – 60 Days	61- 90 Days	91 and Over	Total
53,895	$55,185	$16,155	$153,632	**$278,867**

ii. We found no evidence that ACAD performed reasonably diligent efforts to collect County receivables as required by County Policy by issuing the required notices to Veterinarian Partners at 30, 60, and 90 days, and routinely referring accounts outstanding 120 days or more to the County Attorney's Office. We noted that demand letters were sent to Veterinarian Partners with outstanding balances once, in August 2019.

iii. ACAD has continued to do business with veterinarian partners who have not complied with the terms of the agreement by not remitting amounts timely to the County.

County Administrative Policies and Procedures (CAPP), Volume 1: Accounting, Payroll & Tangible Property Procedures, Chapter 4: Receivables requires

- Active Receivables shall be reviewed monthly.
- A second notice shall be sent for all outstanding receivables on or before the 30th day following the initial invoicing.
- A delinquent notice shall be sent for all outstanding receivables on or before the 60th day following the initial invoicing.
- A collection notice shall be sent for all outstanding receivables on or before the 90th day following the initial invoicing if a collection agency is available.

- ❖ Delinquent Receivables (outstanding 120 days or more following the initial invoicing) should be referred to the County Attorney's Office for determination of collection status.

Recommendation 70

We recommend management ensure appropriate procedures are implemented to:

A. Adequately reconcile vet partner registration tags timely.

B. Follow up on outstanding remittances and charge interest at 1.25% monthly, fifteen percent (15%) added to the balance due to the County and compounded monthly on the unpaid balances.

Recommendation 71

We recommend management ensure appropriate procedures are implemented to:

A. Comply with County policy requiring notices to be sent to veterinarian partners with past due balances at 30, 60, and 90 days after the initial invoices and refer delinquent receivables outstanding 120 days or more to the County Attorney's Office.

B. Periodically review veterinarian partner compliance with agreements and take action to evaluate whether the County should continue doing business with the Veterinarian partner.

42. The Inventory of Pet Tags is not Adequately Controlled.

ACAD does not adequately control the inventory of Pet Tags. We identified the following concerns:

A. A surprise physical count of the tags on hand on July 8, 2020, noted 86 boxes or 8,600 tags missing or unaccounted for. Revenues from tags range from $15 to $55 placing the value between $129,000 to $473,000.

B. We identified 1,800 pet registration tags (18 boxes) stored on a table in the safe room with at least eight agency personnel having access to the room. We further noted that the registration tags are not accounted for on the safe log; as a result, we were unable to reconcile the 1,800 tags for accuracy. Revenues from tags range from $15 to $55 placing the value between $27,000 to $99,000.

C. Tags on hand are not counted and reconciled monthly as required by County Administrative Policies and Procedures.

D. A new custodian assumed responsibility for tags without counting and reconciling Tags on hand in March 2020 after the former custodian was terminated.

Section 5.2, Reconciliation, Volume 3, Chapter 1 of the County Administrative Policies and procedures (CAPP) requires an employee who is not involved in safekeeping or issuing tags to perform a monthly inventory and reconciliation. Failure to properly control pet tags could result in lost revenues or allow missing tags to remain undetected.

Recommendation 72

We recommend management ensure appropriate procedures are implemented to adequately manage and secure the inventory of pet registration tags.

SECTION V: CLINIC SERVICES

Background

Clinic Services

Broward County Administrative Code, Section 5.58 requires the Animal Care and Adoption Division (ACAD) to maintain a state-approved animal clinic staffed by licensed Veterinarians to administer treatment to sick, injured, and diseased animals; and perform surgical sterilizations of dogs and cats.

The clinic:

- Examines animals admitted to the facility
- Observes, monitors, and prescribes medical treatments to ensure the health of impounded animals.
- Administers euthanasia protocols
- Assesses the adoptability of animals

The clinic is staffed by Veterinary Technicians (Vet Techs) that assist the Veterinarians as follows:

- Prepare patients for surgery, including, shaving designated surgical areas on animals.
- Clean and Microchip animals.
- Perform adoption examination procedures and tests.
- Administer vaccinations and medical treatments.
- Monitor vaccines, drugs, and medical supplies; review and update order lists for items requiring replacement.
- Assists in responding to customer phone calls.
- Maintain the neatness and cleanliness of the clinic, free of animal body wastes and secretions, odors, and bacterial growth. Loose animal hair is to be removed to prevent floating about over the surgery area while the body cavities of the patients are open, thereby increasing the chance for infection.
- Maintain required clinic records and medical supply inventories in the Chameleon system.
- Enter medical notes and or medical conditions into the Chameleon system.

On a daily basis, Veterinarians walk through the kennels to check for sick or injured animals that need treatment.

Behavior Assessment

Animals displaying obvious aggressive behavior towards handling or treatment are identified during the examination process. The Veterinarian and designated Animal Care Supervisors review notes after observing the animals and conferring with staff to determine which animals are eligible for adoption.

SECTION V: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

43. Lack of Veterinary Coverage After-Hours, Limits the Shelter's Options to Care for Injured Animals.

There is no on-call Veterinarian available for pets with severe injuries needing immediate medical attention after-hours and the shelter has no agreement with another entity to provide emergency care. The shelter's Veterinarians are available for phone consultations after hours, but they are not required to come in to provide emergency care. Injured animals should receive adequate medical attention after hours. The lack of ability to provide medical care after hours limits the shelter's options to assist injured animals and increases the likelihood of negative outcomes, including euthanasia.

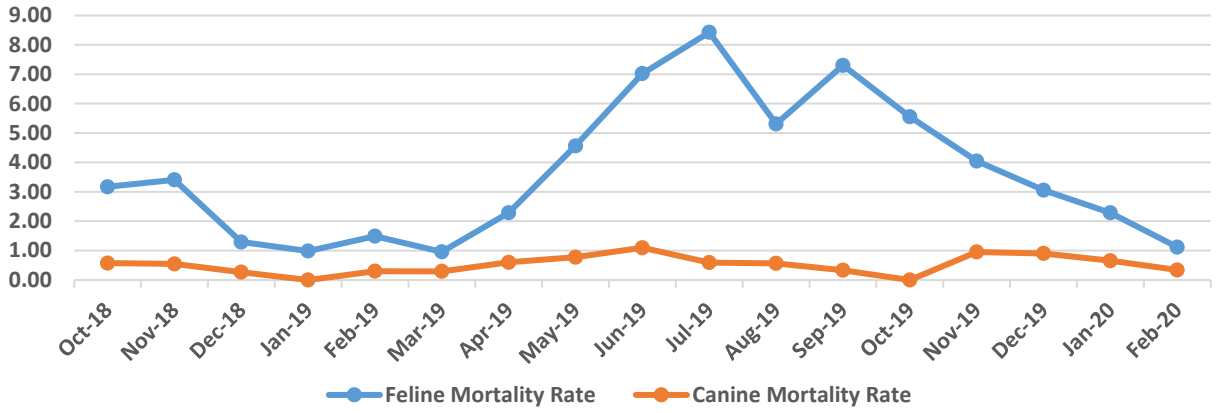
Recommendation 73

We recommend management provide on-call veterinarian services or contract with a veterinary hospital to provide emergency after-hours care.

44. Feline Mortality Rates Within the Shelter are Higher than Industry Standards.

Mortality rates for felines are not within industry standards. For 12 of 17 months reviewed, feline mortality rates were greater than the industry standard of 2%. Figure 34 shows mortality rate percentages for felines and canines from October 2018 through February 2020.

Figure 34: Mortality Rates for Felines and Canines From October 2018 Through February 2020 (in Percentages)



ASV Guidelines refers to "statewide data for municipal animal control and public or private rescue groups and humane societies in Virginia for the years 2004-2007" and indicate that <2% of cats and < 1 % of dogs received by those facilities were reported as having died in the shelter. In addition, a survey of 11 open-intake animal shelters, including large, municipal shelters in communities such as Los Angeles and New York City, revealed an average "shelter death rate" (calculated as number of dogs and cats that died in the shelter's care divided by total live dog and cat intake) of 0.75%).

Based on inquiry with management, Broward County experiences seasonal increases in felines that enter the shelter infected with Panleukopenia, which is an extremely contagious feline virus that spreads through the County and places unvaccinated kittens and cats at risk. The facility has limited resources to provide the care and medical treatment necessary to prevent animal loss during these outbreaks. Management should work to reduce the number of felines that die in care to within industry standards. Inability to reduce the feline mortality rate to within industry standards may be the result of some Opportunities for Improvement highlighted within this report and may affect the shelter's reputation.

Recommendation 74

We recommend management evaluate and implement methods and resources needed to reduce feline deaths to within industry standards.

45. The Inventory of Drugs and Medical Supplies is not Adequately Controlled.

ACAD does not adequately control the inventory of drugs and medical supplies. We identified the following concerns:

A. The clinic does not utilize a centralized electronic inventory management system to monitor and track quantities of drugs and medical supplies on hand at the shelter and to track the issuance of drugs and medical supplies to employees who need them. The inventory of drugs and medical supplies with the exception of controlled substances are handled informally by Clinic Supervisors. Without an inventory system, management is not able to identify inventory needs, reconcile inventory counts, or detect lost or stolen items.

B. Job duties and responsibilities related to the inventory of drugs and supplies are not adequately segregated. Clinic Supervisors are responsible for purchasing, receiving, distributing, utilizing, and monitoring the inventory of drugs and medical supplies. This combination of responsibilities creates a segregation of duties conflict. Segregation of duties is the concept of requiring more than one person to complete a task in order to reduce the risk of fraud and error. In regard to purchasing and inventory management, the following example duties should only be combined with caution.

   i. Initiate inventory purchases – Only designated employees should have the ability to purchase inventory items.

   ii. Authorize inventory purchases – Approval of purchases should be segregated from the ability to purchase.

   iii. Verify or process the receipt of inventory – Employee other than the one who initiated the order should review and receive the order.

   iv. Have responsibility for inventory counts – Individuals performing inventory counts should not be responsible for custody of assets.

   v. Maintain access to or custody of inventory – Individual with custody of inventory should not be responsible for inventory counts.

   Without adequate segregation of duties there is an increased risk of misuse or misappropriation of drugs and medical supplies.

C. A periodic inventory count and reconciliation of drugs and medical supplies is not currently performed to obtain notification of missing drugs and medical supplies. Drugs and medical supplies are stored in cabinets within the clinic and distributed throughout

the facility. ACAD's general clinic procedures require that vaccines, medical supplies drugs and medical supplies are monitored. A periodic inventory count assists management in identifying errors or irregularities in the use or misuse of medications. Without periodic physical inventories, the risk of theft or loss of drugs and medical supplies going undetected is increased.

Recommendation 75

We recommend management implement an inventory management system to efficiently and effectively track drugs and medical supplies.

Recommendation 76

We recommend management ensure purchasing and inventory management duties are adequately segregated.

Recommendation 77

We recommend management ensure a minimum of one physical inventory count of drugs and medical supplies is performed annually.

46. Medical Procedures Require Enhancement and Should be Consistently Followed.

During our observations of medical procedures, we noted the following concerns:

A. Periodic medical examinations are not performed for animals in the shelter greater than 30 days. ASV Guidelines state:

> *"When apparently healthy animals remain in care for longer than 1 month, exams including weight and body condition score should be performed and recorded by trained staff on at least a monthly basis. Veterinary examinations should be performed twice each year or more frequently if problems are identified."*

Periodic medical evaluations will assist management in identifying and treating medical conditions and monitoring animal well-being in a timely manner for animals in the shelter for an extended period.

B. Required documentation and data are not consistently included in animal records. During our review we noted the following:

   i. Five of 29 (17%) animals sampled, did not have documentation of a medical examination during intake within the Chameleon system. ACAD's procedures require that each animal be examined during the intake process. Documentation that this examination was performed is required to be documented within the Chameleon system. Without documentation of this medical exam, management is unable to demonstrate their due diligence to identify any potential medical issues for that animal and protect the shelter population from disease.

   ii. Twelve (12) out of thirty (30) (40%) animals tested were missing evidence that their initial weight was recorded at intake, and two (2) out of thirty (30) (6%) animals tested were missing evidence that the animal's weight was recorded while at the facility. Animal's should be weighed during intake and periodically during stays over 30 days. By not performing animal weight monitoring, clinic staff is limited in their assessment of animal's health, and nutritional deficiencies could remain undetected.

C. A process has not been established to ensure that the dosage amount of controlled substances entered into the Chameleon system is accurate and reasonable. For two of 10 (20%) of euthanasia dosages reviewed the amount entered into the Chameleon system greatly exceeded the amount required for the animal's weight.

   i. One cat with a weight of 8 lbs. should have received 1 cubic centimeter (cc) of Fatal Plus during euthanasia; however, 103 cc was recorded in Chameleon.

   ii. One dog with a weight of 53 lbs. should have received 6 cc of Fatal Plus; however, 80 cc was recorded in Chameleon.

   Based on discussions with Clinic staff, the clinic uses specific ratios based on the animal type and weight to calculate doses. Due to lack of employee oversight, these dose amounts were recorded in error. Without a process to ensure dosage amounts are recorded appropriately, employee data entry errors and omissions may remain undetected decreasing management's ability to account for the usage of controlled substances.

Recommendation 78

We recommend management perform monthly medical evaluations for animals in the shelter over 30 days.

Recommendation 79

We recommend management ensure appropriate procedures are in place to validate the completeness of animal records.

Recommendation 80

We recommend management establish a process to ensure that the dosage amount of controlled substances entered into the Chameleon system is accurate and reasonable.

47. Management's Control and Staffing at Rabies Clinics Require Improvement.

The Rabies Clinic held on March 7, 2020, was not adequately staffed and controlled. There were a large number of attendees and insufficient staff and volunteers to monitor that animals and their owners maintained an appropriate distance apart and that animals remained under the control and supervision of their owners. At this event, a dog fight occurred in which one animal died and the other had to be euthanized. Increasing staffing and monitoring at these events would help ensure that animal owners maintain adequate control over their animals and that animals maintain an appropriate distance apart. While a security guard controlled the entrance to the facility and one volunteer ensured patrons completed the required paperwork, we noted that outside of the facility, the event was not staffed by ACAD personnel or volunteers. Failure to adequately staff and control rabies clinics increase risks to employee, volunteer, public, and animal health and safety.

Recommendation 81

We recommend management:

A. Ensure rabies clinics are adequately staffed to monitor and control the event.

B. Implement procedures to manage crowd size, such as appointment times and windows for faster service, and delayed entry when space becomes limited.

48. Disease Outbreak Response Procedures are not Documented.

During our observations of medical procedures, we noted that management has implemented procedures for managing disease outbreaks, including Parvo; however, these procedures have not been documented and formally approved. ASV Guidelines recommend that a disease response plan be created that include measures to minimize transmission to unaffected animals or people and ensure appropriate care of the affected animal. Because of the wide variety of pathogens, modes of transmission, and types of facilities, no single response can suit every circumstance. Disease outbreak procedures should be documented. A lack of documented procedures increases the risk that outbreak responses may not be comprehensive or effective.

Recommendation 82

We recommend management document and approve disease outbreak response procedures.

49. Biomedical Procedures Require Enhancement and Should be Consistently Followed.

During our observations of biomedical procedures, we noted the following concerns:

A. ACAD is charged by weight for biomedical waste; however, ACAD does not weigh this waste to ensure that the amounts charged are appropriate. On a monthly basis, a third-party company collects and disposes ACAD's biomedical waste. A Medical Waste Removal and Disposal Form is completed by the company representative and ACAD clinic staff, verifying the release of the waste, the number of containers, and that the containers are secured for transport. ACAD is charged by weight, not the number of containers. ACAD clinic employees do not verify the weight of the waste, the third-party company weighs the waste at their facility and bills ACAD. Management should weigh medical waste to have some assurance that they are billed appropriately. Failure to verify and confirm the weight of the waste prior to pick up, could allow billing errors and inaccuracies to remain undetected.

B. ACAD has not established a contingency plan for biomedical waste removal that includes an alternate biomedical waste transporter in accordance with Florida Statutes. The Florida Department of Health 64E-16.003 Facility Policies and Procedures states:

> *"Each biomedical waste facility shall implement a written operating plan to manage biomedical waste, in accordance with this chapter. This plan shall be available for review by the department and facility personnel. The*

plan shall include the following: a description of training for personnel; procedures for segregating, labeling, packaging, transporting, storing, and treating, biomedical waste; procedures for decontaminating biomedical waste spills; and a contingency plan for emergencies."

An alternate biomedical waste transporter should be identified if the registered biomedical waste transporter is unable to transport this facility's biomedical waste. Failure to have a secondary transporter could potentially lead to biomedical waste not being removed and disposed of timely affecting the health and welfare of employees and sheltered animals.

C. ACAD has established appropriate procedures for biomedical waste disposal; however, these procedures are not consistently followed. During our daily observations, we noted biomedical waste within regular garbage.

As shown in Figure 35, a bloody latex glove was discarded in the regular waste bin instead of the Sharps biohazardous waste container or plastic bag. To properly dispose of medical biohazardous waste, specialized Sharps containers and plastic bags are located in the ACAD clinic and intake areas. Medical biohazardous waste is defined as any waste contaminated with potentially infectious agents or materials that may pose a threat to public health or the environment. Clinic staff indicated that the bloody glove was discarded in the waste bin in error.



Failure to discard medical biohazardous waste appropriately may result in increased public health risks.

Recommendation 83

We recommend management implement procedures to independently weigh biohazardous waste to detect billing errors and inaccuracies.

Recommendation 84

We recommend management identify and contract with a secondary biomedical waste transporter using the County's procurement process.

Recommendation 85

We recommend management ensure established biomedical waste disposal procedures are periodically reinforced and followed.

50. Sanitation of Clinic Medical Facilities and Clinic Holding Areas Should be Consistently Followed.

During our observations of clinical medical facilities and animal holding areas during a 10-day period from January 29 to February 19, 2020, we noted the following:

A. ACAD's medical facilities are generally adequately maintained; however, we noted the following:

   i. Loose animal hairs in surgery area on two of 10 days (20%).

   ii. Debris on surgical theatre floor on six of 10 days (60%).

B. Sanitation of animal holding areas should be improved.

   i. Animal holding areas were not free from animal waste and secretions for four of 10 days (40%) for cats and eight of 10 days (80%) for dogs.

   ii. Strong odors in the dog holding area were noted four of 10 days (40%).

ACAD's clinic policies and procedures list the following responsibilities of Veterinarian Technicians:

> *"Techs are required to maintain the clinic medical facility in a professional manner and free of animal body wastes and secretions, odors and bacterial growth. Odor control should be achieved through cleanliness rather than air fresheners. Loose animal hair is to be removed to prevent floating about over the body cavities of the patients that are open, thereby increasing the chance for infection. Cleaning and disinfection are an ongoing process.*

> *Mop, scrub, and squeegee clinic floors following the conclusion of surgery daily. Floors shall be maintained free of debris (cotton balls, paper, etc.) to avoid accidental slipping and injury."*

Inadequately maintained clinic facilities could negatively impact the health and recovery period of animals.

Recommendation 86

We recommend management ensure clinic medical facilities and holding areas are frequently and adequately sanitized according to ACAD's procedures.

SECTION VI: FIELD SERVICES

Background

Field Service Operations

ACAD Field Services staff respond to calls and complaints received from citizens regarding animals. Calls are classified based on established priorities that determine the response times. E.g. a call regarding animal abuse and cruelty (where animal has been injured or in distress) represent a Priority One call with an expected response time of 30 to 60 minutes or less. ACAD's policies and procedures established the call priorities and expected response times shown in Table Z.

Table Z
Call Priorities and Expected Response Times

Priority	Description / Examples	Expected Response Time
1	Calls are to be treated as emergency situations and should be handled prior to responding to lower level priority calls. Examples include: ❖ Injured and/or sick stray animals ❖ All Police assist type calls ❖ Stray animal bites (or bite animal still at-large)	30 -60 minutes or less.
2	Calls are urgent; outside of responding to a Priority 1 call and should be handled as soon as possible. Examples include: ❖ Confined stray animals ❖ Animal confined in a trap ❖ Return to Field	ASAP before the end of shift or same day.
3	Calls should be handled in a routine manner and remain a lower priority than a Priority 1 or 2 call. Examples include: ❖ field investigations ❖ At-large/leash law (unless indicated animal aggressive) ❖ Harboring	24 to 48 hours or less.

Priority	Description / Examples	Expected Response Time
4	Calls should be handled as a matter of routine and remain a lower priority than Priority 1, 2 or 3 calls. Examples include: ❖ DOAs (in unincorporated areas only) ❖ Tags/Certificates delivery or pick-up ❖ Donation pick-up	48 to 72 hours or less.

During FY 2015 to FY 2019, ACAD received approximately 61,500 calls and complaints requiring Field Services responses as shown in Table AA.

Table AA
Field Service Call Volumes FY 2015 Through FY 2019

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Calls	15,030	15,015	12,156	9,937	9,357
Total Calls			61,495		

SECTION VI: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

51. Field Service Response Procedures and Times Need Improvement.

During our review of field service response activities, we noted the following:

A. Nineteen of 60 (32%) field service calls sampled had response times that exceeded expected response times established in ACAD's policies and procedure, "Calls for Service Priorities" which require calls to be answered within the following timeframes:

Table AB
Call Priorities and Expected Response Times

Call Priority	Expected Response Time
Priority - One	30 – 60 minutes or less
Priority -Two	Before end of shift/same Day
Priority -Three	24 – 28 hours or less
Priority - Four	48-72 Hours

B. The dispatch function is performed by a designated field service officer each shift while in the field increasing response times. Dispatch and call response activities should be segregated. While the designated field officer is responding to a call, dispatch activities cannot be efficiently performed and vice versa affecting response times.

Field calls should be within expected timeframes based on priority unless there are extenuating circumstances. Failure to adhere to response time standards could potentially lead to adverse outcomes to residents and pets, and may negatively affect public perception of services provided by ACAD.

Recommendation 87

We recommend management ensure actual response times comply with expected response times. Exceptions should be documented and reviewed for reasonableness.

Recommendation 88

We recommend management separate dispatch and call response functions.

52. Monitoring of Field Service Personnel Activity is Inadequate.

During our review of field service monitoring activities, we noted the following:

A. There are currently no formal Field Service Officer monitoring procedures. Based on discussions with the Field Service Supervisors, a review of the Daily Activity Response Report which captures calls to which officers are assigned is reviewed on an as-needed basis, but there are no documented procedures governing this activity.

B. During our review of Field Service Officer activities using global position system (GPS) data for February 27, 2020, we identified irregular patterns, including:

i. Longer than usual routes between call locations. Field Officers should take the most direct route to each call-in order to respond timely.

ii. Spending most of the shift driving on highways, instead of driving through communities to patrol. Field Officers are required by ACAD's procedures to patrol neighborhoods.

iii. Stops unrelated to a specific call that appear longer than what would be considered normal or related to field officers' daily duties.

iv. Returning to the Shelter 50 to 90 minutes before end of shift while open calls were not responded to.



C. Four of 16 (25%) field service trucks are not equipped with GPS units, and three are regularly utilized by Field Service

Officers. Field service trucks should be equipped with GPS devices to monitor Field Officer activity.

Field Service Officer activity should be routinely monitored. Without adequate monitoring, inappropriate activity and performance issues may not be detected in a timely manner.

Recommendation 89

We recommend management design and implement formal procedures to monitor field service officer activity.

Recommendation 90

We recommend management routinely monitor field service officer activity for compliance and reasonableness.

Recommendation 91

We recommend management ensure all field service trucks are equipped with GPS units.

53. Reconciliation of the Use of Controlled Substances by Field Officers Requires Improvement.

Despite evidence that controlled substance use logs were reviewed by clinic staff as required by ACAD's procedures, we noted errors. Specifically, we reviewed a sample of 12 bottles, representing 160 documented uses of controlled substances by six Field Service Officers and noted the following concerns:

A. Seventy-one of 160 (44%) doses of controlled substances provided to animals documented on paper logs differed from the doses entered within the system of record, Chameleon. Data entered into the system of record should be accurate. Failure to ensure accurately enter data into the system of record reduces management's ability to monitor and account for the use of controlled substances.

B. Eleven of 12 (92%) paper logs for bottles of controlled substances used contained a total of 148 mathematical errors where either the amounts used or the remaining balance of controlled substances remaining in the bottle could not be accurately reconciled. Reconciliation of the use of controlled substances should be designed to detect errors.

Failure to adequately reconcile the use of controlled substances may allow the misuse of these substances to remain undetected.

C. Clinic staff did not sign-off on 4 of 12 paper logs (33%) as evidence of review. The review of controlled substance logs should be documented as required by ACAD's procedures. Without documenting the review of controlled substance logs, management is unable to demonstrate that established procedures were followed.

Recommendation 92

We recommend management implement appropriate procedures to ensure that data entered into Chameleon matches the logbook entries.

Recommendation 93

We recommend management ensure reconciliation procedures are adequate to consistently identify and resolve errors in controlled substance use logs.

Recommendation 94

We recommend management ensure procedures to document the reconciliation of controlled substance logs are documented.

54. Data Entry Errors Within Chameleon Inhibit Determination of Who Issued Controlled Substances.

Data entry errors and inconsistencies in how employees enter "Treat by" identification information indicating who administered a controlled substance within Chameleon inhibit management's ability to identify who administered the substance. During our review, we noted:

A. Transposition errors in the employees' "Person ID". One transposition error resulted in 49 of 105 (47%) controlled substance treatments being assigned to an Animal Care customer as opposed to the staff person who performed the treatments.

B. Inconsistent use of employee identification including Chameleon Person ID, officer badge ID, employee's initials, or other alpha based entries.

C. The "Treat by" field was left blank in 3% of controlled substance treatment records observed during the audit period.

Data entry processes should be standardized and include input controls to ensure consistency and accuracy. The administration of controlled substances should be accurately recorded and routinely monitored to ensure any unusual trends are detected and investigated for appropriateness. Failure to accurately record the issuance of controlled substances contributes to a lack of accountability over the administration of controlled substance, management's inability to accurately track activity performed by employees, and the inability to detect trends in controlled substance administration that could be indicative of inappropriate usage.

Recommendation 95

We recommend management ensure data entry on the treatment and kennel screens, used to identify who administered a controlled substance, is consistently and accurately input, monitored, and reviewed.

55. Telephone Voice Prompts Directing Calls to Field Service Officers Should be Clarified.

Telephone voice prompts to transfer calls to Field Services Officers need revision to restrict transfers to relevant calls. The system prompts the caller to select "Field Services" to report an animal related issue other than a lost or found animal. As a result, Field Service Officers receive a high volume of calls for adoptions, wildfires, and other matters outside their scope of duties. Automated answering systems should appropriately route calls with minimal human intervention to the correct area of responsibility. Receiving and Handling unrelated calls decrease efficiency and productivity of field officers.

Recommendation 96

We recommend management review and update telephone voice prompts to reduce the number of non-relevant calls transferred to Field Service Officers.

SECTION VII: CUSTOMER SERVICE

Background

Customer Service Representatives

Customer Service Representatives (CSRs) are expected to have a working understanding of all areas of Shelter operations, they are expected to be proficient in the following areas:

Adoptions Program

CSRs are responsible for approving and processing applications and application fees. Upon approval, CSRs process adoptions, counsel and provide new owners with resources to aid in the animal(s) successful transition into their forever homes.

Foster Program

CSRs are responsible for approving and processing foster applications. Upon approval, CSRs may process an animal for Foster and/or enter the foster approved applicant into the foster database for future foster needs

Intake

CSRs play a vital role during the intake process. The intake process includes, but is not limited to:

- Owner Surrender
- Stray intake

CSR will process each incoming animal by scanning and photographing, collecting all available information about the animal, and entering it into the Shelter's record keeping system before the pet is passed to the Medical staff or Kennel staff accordingly.

Donations

CSRs are tasked with accepting monetary and material donations valuing $499.99 or less from a citizen or an organization. In return, CSRs thank the benefactor with a token of appreciation offered by the County.

Retail Sales

CSRs are responsible for processing retail sales and refunds alike. A retail transaction may occur during a processing of an animal or on its own. CSRs are responsible for adding the item(s) to the customer's invoice, verifying the quantity, price, and payment information before storing the invoice in Chameleon. Since cash refunds can take approximately 6 weeks, CSRs are tasked with issuing direct vouchers (DV's) even for the smallest cash refunds. CSRs are also responsible for maintaining inventory and sales of the retail items either donated to Animal Care or purchased by Animal Care for resale.

Incoming Calls

All calls to ACAD's main number are answered by an automated system which then routes the calls to either an extension or to the County's Call Center. ACAD's procedures require CSRs to answer calls within three rings. During the 19 months reviewed ACAD received approximately 54,500 calls and approximately 11,900 or 22% were answered by CSRs.

Table AC
ACAD Incoming Customer Service Call Outcomes During Audit Period

Call Outcome	Count	Percentage of Total
Answered by Animal Care Customer Service	11,887	22%
Answered by Call Center	1,822	3%
Forwarded to Voicemail	40,839	75%
Grand Total	**54,548**	**100%**

SECTION VII: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

56. Public Records Requests are not Responded to in a Timely Manner.

ACAD received 599 public records requests during the period October 1, 2018 to May 22, 2020, with an average response of 43 days. As of May 22, 2020, 62 public record requests were open with an average of 314 days since the receipt date. We selected a sample of 30 public records requests and noted the following:

A. Ten of 30 (33%) were not fulfilled within 30 days of the initial request dates as shown in Table AD.

Table AD
Response Timeframes for Sampled Public Records Requests October 1, 2018 to May 22, 2020.

Closed 30 Days or less	Closed 60 to 114 Days	Open PRR 85 Days 5/22/2020	Open PRR 311-349 Days (5/22/2020)	Open PRR 422-443 Days (5/22/2020)
20	3	1	3	3

Best Practices for Humane Care indicate that all organizations should be willing and able to share information with the public and other entities regarding the number and types of animals received and cared for, disposition of each animal, number and types of complaints responded to in the field and the outcome of those complaints if applicable. Organizations must be diligent to ensure that all data is complete and accurate.

Per Florida Statutes, public records requests are required to be fulfilled within a reasonable amount of time without reasonable delay. Failure to respond to public records requests in a reasonable timeframe may increase the County's legal risks.

Recommendation 97

We recommend management ensure appropriate procedures are implemented to respond to public records requests within a reasonable timeframe.

57. Customer Service Training is not Consistently Provided and Requires Enhancement.

During our review of the shelter's customer service training practices, we noted that the following:

A. ACAD is not in compliance with County-wide, customer service training. We noted that on 2 of 24 (8%) employees hired after October 1, 2018 completed the Countywide SUNsational Service Training as of June 3, 2020. All Broward County employees are required to attend the SUNsational Service training within one year of employment.

B. There is no formal and periodic in-house Customer Service training provided to ACAD employees on ACAD specific customer service policies and procedures. Customer service training is essential to providing the best experience to members of the public.

Failure to attend customer service training may result in employees inadequately trained to deal with members of the public to ensure the highest level of customer service is provided to County visitors affecting adoptions and returns.

Recommendation 98

We recommend management monitor employees to ensure they comply with County policy and ensure employees attend required County training.

Recommendation 99

We recommend management ensure staff receive ACAD specific customer service training as well as periodic refresher training.

58. Customer Service Calls are not Adequately Handled.

During the audit period, we noted that customer service calls are not handled adequately. Specifically, we noted:

A. The ACAD Customer Service number received 54,548 calls. Of those calls, 42,661 (78%) were not answered by Customer Service personnel. We found that:

   i. 75% of the unanswered calls were forwarded to voicemail.

   ii. 3% of unanswered calls were forwarded to the call center.

   ACAD's policy and procedures require telephones to be answered within three rings. According to management, failure to answer calls timely may be attributed to staff shortages. Failure to answer incoming calls may deter potential adopters and possibly impact adoptions and fosters and contribute to a negative public perception of the shelter.

B. During our review, we placed 20 calls to shelter to identify areas of improvement. We noted the following:

   i. 8 of 20 (40%) calls were determined to be "satisfactory" and the overall experience was positive.

   ii. 12 of 20 (60%) calls were determined to be "needs improvement", or a voicemail was "not returned"

      a. For 6 of the 12 calls there were no options available to members of the public with no access to the Internet. Information is only provided within automated messages and the caller is recommended to visit ACAD website. Three call options on the voice response unit provide no opportunity to speak to a customer service representative. *(Options #2 – Spay and Neuter, #8 – Rabies, #9 – Volunteer)*

      b. Two of 20 (10%) calls went to a voicemail directing the caller to ACAD's website as the individual responsible was out of the office for an extended period.

      c. Two of 20 (10%) calls were not returned within 3 days of the auditor leaving a voicemail.

d. Two of 20 (10%) calls were determined to be unsatisfactory as the customer service representative did not provide adequate responses.

Calls should be answered in a timely and consistent manner to ensure members of the public are provided a high level of customer service. Additionally, The Division's SOP require calls to be answered by the 3rd ring per ACAD Customer Service policies and procedures. Failure to answer customer's calls into the shelter results is poor customer service and may result in reduced adoptions, and increases in unlicensed pets, stray animals, and shelter population.

Recommendation 100

We recommend management ensure adequate coverage of designated Customer Service phone lines.

Recommendation 101

We recommend management review policies, procedures, and training related to handling of calls coming into the shelter and provide an option to speak with someone at all times since some members of the public may not have access to the internet to access information.

59. Customer Service Practices at ACAD Require Enhancement.

During our review of customer service practices at ACAD, we noted that management does not proactively solicit feedback from customer groups. We conducted surveys of various groups that interact with the shelter. The customer rating and customer comments about areas requiring improvement collected are included below:

Adoption **Customer Rating: 86%**

- There was no follow-up communication after the adoption to offer support or to inquire about the animal's status and its assimilation to its new environment by 77% of respondents.
- The shelter has a foul odor.
- Medical and behavioral conditions are not consistently and adequately disclosed. ***Example 1:*** *An employee informed an adopter that the animal's medical condition was clear, when in fact the dog had a medical issue that causes its urine to be "neon yellow".* ***Example 2:*** *An employee rushed an adopter to leave because he arrived an hour before closing time. He added that the employee failed to fully disclose the dog's medical condition (the dog had cancer). As a result, the adopter alleged that he incurred significant medical expenses to treat the dog.* ***Example 3:*** *One adopter returned a dog after learning it needed $5,000 in dental work.* ***Example 4:*** *One adopter returned a dog because it was too aggressive.*

Foster **Customer Rating: 80%**

- ACAD should improve parking and not have guests park at the side of the street.
- Provide medical assistance to neonates, even if they may be euthanized.
- Feed neonates. They are always starving.
- Fosters are not able to get an appointment and often are required to leave animal at the shelter.
- Fosters should be allowed to accompany the animals for clinical visits.
- Vets should be careful not to use the same gloves to prevent cross contamination - Vets infected two foster kittens with ring worm that was later transmitted to Foster's other cats.
- Kitten dewormed but not provided antibiotics. Foster incurred the cost of a private vet and antibiotics and was not reimbursed.

Rescue **Customer Rating: 80%**

- Open Earlier.
- Open 7 days per week.
- Vaccinate every dog for rabies and "5-in-1" vaccines after the stray hold is up. Danger to the public.
- Reach out to rescues proactively for dogs needing medical assistance.
- Fosters should be allowed to accompany the animals for clinical visits.
- Provide adequate medical records to aid the Rescue with plan of care for dog.
- Before doing an age estimate, ensure there is not an available date of birth for the dog.
- Enrich the Dogs. If it means bringing more Volunteers, so be it.
- The shelter should do better behavioral assessment and offsite evaluations to aid the rescue in placement planning.
- Form and maintain more personable relationships with rescue partners. For example, rescue partners never meet the person they communicate with via email when coordinating a rescue. Furthermore, when he comes to the facility to collect the animal, he meets with a CSR who is not familiar with the process, and he has to brief them.
- Need accessibility to discuss medical with Veterinarian.
- Rescue should be met with separately from the general public.
- ACAD should invite rescue partners to tour the facility, show appreciation to encourage rescue partners to want to work with ACAD.
- Work more expediently with rescues to get injured animals rather than leave them in pain in a kennel.
- Make sure the hygiene of the animals is maintained regularly.
- Send a daily list of all the animals available for rescue to all the Partners. Rescue would pull more animals if they knew there were more than just those blasted via email.
- Shelter should be more proactive at reaching out to the Rescues rather than having the rescue reach out to them

Euthanasia **Customer Rating: 71%**

- Shelter procedures can make it easier for the person surrendering their animal since it is already difficult to be surrendering animals to be put down. For example being with the animal during euthanasia.
- Overall satisfied with shelter and services. Had a very negative experience with one volunteer. According to the owner, a volunteer accused him of animal cruelty because she assumed he was causing the animal to overheat in the back of his truck. The customer explained that the animal was in fact vomiting and diarrhetic hence the condition of the animal. She also called the Sheriff on him claiming animal cruelty. All this occurred while he was waiting for the shelter to be opened. He also claimed that she was racist and that she implied that "black people do not know how to take care of dogs." He said the volunteer in question claimed she 'was the president of the shelter.' He did not recall her name, but remembered she appeared to be wealthy and was driving an electric car.
- Owner's Dog bit 4 dogs and there was an attached police report imploring him to get the dog euthanized. Staff did not want to perform intake and told him he would have to come back in a few days. He became incredibly frustrated and became irate telling them that he would not leave until they took the dog. Eventually the animal was surrendered and euthanized. Owner claimed this was the second time he tried to surrender the animal and staff gave him the same run-around. Not happy at all."
- Owner had to wait 45 minutes. She thinks this could be improved as she had to wait with the dog, and it was already a difficult time having to put down her dog.
- Owner was turning in her cat who was 19 years old. Staff and volunteers can be a bit more understanding and compassionate. She was told to return in a few days after filling out paperwork. She became irate and hysterical and thought the process was redundant. The owner also did not like that everything occurred outside.
- Queuing system can be improved. Having to take a number while waiting to euthanize an animal is a bit challenging.

Veterinary Partners **Customer Rating: 78%**

- It is very difficult to contact the shelter when there are discrepancies.
- The shelter does nto have enough staff.
- The shelter needs more staff willing to work.
- ACAD should establish online access to input information for reimbursement.
- The reporting system is manual and the online portal is inefficient and does not work. Reporting should be streamlined.
- Shelter administering incorrect drugs to cats that can result in blindness.
- Shelter should have a website listing answers to frequently asked questions.
- Poor communication with Vet Partner resulting in accounts being erroneously classified as delinquent.
- Reconciliation review and feedback approximately two months delayed.
- County could benefit from multiple year tags.
- Waited two months to receive additional tags.
- Submitted montly reconciliation but then erroneously notified of non submittal.

Attention to feedback received from former visitors to the shelter is essential to ensuring the highest level of customer service is provided to former and future visitors. By not obtaining customer satisfaction feedback, opportunities for improving the shelter are missed. Failure to improve the customer experience could erode public trust and confidence in the shelter.

Recommendation 102

We recommend management conduct periodic surveys of visitors to the shelter as well as groups that interact with the shelter to gather opportunities and recommendations for improvement to shelter operations.

Recommendation 103

We recommend management review the comments collected above and evaluate whether any comments noted above not specifically addressed in this report can be resolved.

SECTION VIII: GOVERNANCE

Background

Standard Operating Procedures

ACAD has established standard operating procedures to govern activities within the shelter. Standard operating procedures cover a variety of operational areas including:

- Calls for Service Priorities
- Animal Impounding and Unloading.
- Scanning Animals for Microchips
- Veterinary Clinic
- Euthanasia Review
- Security Controls
- Disinfecting / Cleaning
- Adoptions
- Information Technology User Access

Animal Care Advisory Committee

The Animal Care Advisory Committee was created by Broward County Resolution No. 2008-832, adopted November 13, 2008. The Animal Care Advisory Committee does not operate in a regulatory or authoritative capacity, but rather is available to assist Animal Care concerning animal issues or shelter programs and services.

The Committee also helps to administer the Animal Care Trust Fund and accepts and disburses gifts, grants and other awards of money paid to Broward County for the use and benefit of animals in the County.

The Board consists of eleven (11) members. Each County Commissioner shall appoint one (1) member who shall represent a specific category chosen by draw as follows:

- Veterinarian licensed by the State of Florida who is currently practicing veterinary medicine in Broward County, whose practice consists primarily of caring for domestic animals;

- Full-time employee of an animal welfare organization;
- Member of a local, nonprofit organization providing services to stray or unwanted animals;
- Certified Applied Animal behaviorist;
- Full-time employee of a municipal animal regulatory agency empowered and authorized to enforce local ordinances;
- Full-time employee of a law enforcement agency, or a former employee of a law enforcement agency who has significant experience in investigating animal cruelty or other animal-related crimes;
- Full-time employee or active board member from a wildlife animal rescue organization who has at least one (1) year of experience actively managing operations in the organization;
- Owner, partner, or officer of a pet retail store who resides in Broward County, and whose business represents the local sales market; and
- Full-time employee from the State of Florida Broward County Health Department, or someone who specializes in epidemiology, zoonotic, or communicable diseases.

The Board shall also appoint two (2) members of the Advisory Committee at large, neither of whom shall meet any of the categorical requirements set forth above.

Animal Care Advisory Committee meetings are held quarterly a minimum of 4 times per year.

SECTION VIII: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

60. The Animal Care Advisory Committee is not Operating in Accordance with the Administrative Code.

Animal Care Advisory Committee (ACAC) is not set up in accordance with Chapter 12, PART XXVII, Broward County Administrative Code. During our review, we noted the following:

A. The Committee is comprised of six members, not the eleven required by Section 12.290. Committee members from the following membership categories are not present:

   i. nationally recognized animal welfare organization

   ii. certified applied animal behaviorist

   iii. municipal animal regulatory agency

   iv. wildlife or large animal rescue organization, and

   v. State of Florida Broward County Health Department.

   Section 12.290 of the Administrative Code requires ACAC to be composed of the following 11 members, as follows:

   i. A veterinarian licensed by the State of Florida who is currently practicing veterinary medicine in Broward County, whose practice consists primarily of caring for domestic animals;

   ii. A full-time employee of a nationally recognized animal welfare organization (e.g. The Humane Society of the United States, Best Friends Animal Society, American Humane, Society of Animal Welfare Administrators, American Society for the Prevention of Cruelty to Animals, the National Federation of Human Societies, etc.);

   iii. A member of a local, nonprofit organization providing support or services to stray or unwanted animals;

iv. A certified applied animal behaviorist who has a Bachelor of Science or Bachelor of Arts degree in animal psychology, ethology, animal sciences, veterinary medicine, or similar discipline with additional training and/or education in applied animal behavior;

v. A full-time employee (supervisor, manager, director, etc.) of a municipal animal regulatory agency empowered and authorized to enforce local ordinances;

vi. A full-time employee (supervisor, manager, director, etc.) of a law enforcement agency, or a former employee (full- or part-time) of a law enforcement agency who has significant experience in investigating animal cruelty or other animal-related crimes;

vii. A full-time employee or active board member from a wildlife or large animal rescue organization who has at least one (1) year of experience actively managing operations in the organization;

viii. An owner, partner, or officer of a pet retail store who resides in Broward County, and whose business represents the local sales market;

ix. A full-time employee (supervisor, manager, director, etc.) from the State of Florida Broward County Health Department, or someone who specializes in epidemiology, zoonotic, or communicable diseases; and

x. Two members who do not belong to any of the categories above.

Four County Commissioners have not appointed a member to the Animal Care Advisory Committee. As a result, the Animal Care Advisory Committee lacks the depth of knowledge and experience required by the Administrative Code to assist in developing public policies concerning animal issues, and to assist in goal setting, and long-range planning for the Animal Care and Regulation Division.

B. The Animal Care Advisory Committee does not consistently act within the functions, powers, and duties granted to it by the Administrative Code. Six of 9 (66%) of the decisions made by the committee were inappropriate and exceeded the committee's function as shown in Table AE.

Table AE
Evaluation of Animal Care Advisory Committee Motions for Calendar Years 2018 and 2019.

ACAC Meeting Date	Motion	Motion Within ACAC's Scope	Amend Ordinance or Admin Code	Long-Range Plans	Shelter Operations
2/2/2018	Advise to Board to amend Section 12.290, Administrative Code, to add two at-large members to ACAC	Yes	1		
4/13/2018	Advice to Board to amend Section 12.290, Administrative Code, to reduce number of ACAC members from eighteen to nine	Yes	1		
6/14/2019	Funding for Sterilization Program and Adoption Program	No			1
8/2/2019	Cap of $2,000 in medical reimbursement to fosters and adopters	No			1
8/2/2019	Allocate funds from Adoption Trust for animal behaviorist services	No			1
8/2/2019	Form a round table to discuss future of volunteers	No			1
8/2/2019	Temporary suspension on firing volunteers	No			1
11/8/2019	Advise to Board to amend Ordinance Chapter 4, Dogs and Cats	Yes	1		

ACAC Meeting Date	Motion	Motion Within ACAC's Scope	Amend Ordinance or Admin Code	Long-Range Plans	Shelter Operations
11/8/2019	Approve $442,000 of trust funds for a sterilization van	No			1

The ACAC does not limit agenda items to topics that assist with the refinement of general policies, shelter programs, services, and development of long-range plans. Instead, the ACAC agenda includes public input and committee discussions concerning shelter operations. Pursuant to Section 12.293, Administrative Code, the ACAC

- Shall serve as an advisory body to assist with the refinement of general policies, shelter programs, services, and development of long-range plans for the Animal Care and Regulation Division.
- Shall not operate in a regulatory or authoritative capacity.
- May advise the Board of County Commissioners regarding revisions to the Animal Care and Regulation Ordinance, animal-related issues, and policies.
- Shall make requests and recommendations in writing to the Director of the Animal Care and Regulation Division.

Failure to focus on areas of responsibility reduces the effectiveness of the ACAC.

Recommendation 104

We recommend management work with the Board of County Commissioners to appoint the required members of the Animal Care Advisory Committee.

Recommendation 105

We recommend management work with ACAC to restrict agenda items to functions and responsibilities outlined in the Code of Ordinances.

61. Arrangements for a Partnership with a Non-Profit to obtain a Grant was not Well Defined or Subject to Written Agreement.

ACAD management reached out to selected non-profits to raise matching funds for a Petco matching grant. There was no opportunity for other non-profit organizations to participate and no partnership agreement was defined to manage the relationship and the funds received. ACAD raised $11,124 and the non-profit raised $10,000. The shelter received the $20,000 matching grant.

Partnerships with third-party organizations should be defined and controlled. Failure to take due care may impact the perception of the County and the relationship with the participating organization.

Recommendation 106

We recommend management ensure partnerships with third party organizations are controlled by written agreement.

62. Performance Measures are not Consistently aligned with Organizational Objectives or Adequately Supported.

Performance Measures are not Consistently aligned with Organizational Objectives or Adequately Supported. During our review, we noted the following:

A. Performance measures and organizational objectives are not consistently aligned as shown in Table AF

Table AF
Organizational Objectives Versus Performance Measures

Objectives	Performance Measures
1.1: Reduce length of stay.	Number of animals released to rescue groups
1.2 Develop larger “Return to Field” program for all healthy outdoor cats.	Number of animals sterilized
1.3 Develop a targeted marketing/media campaign ahead of kitten season.	Live release rate %

Objectives	Performance Measures
1.4 Vaccinate all pets entering shelter for disease prevention.	
1.5 Increase ACAD adoption events at the shelter and offsite.	Number of animals adopted
1.6 Implement pet enrichment programs.	
1.7 Update practices, including technology, to best identify the needs of our pets.	Number of animals sheltered (intake)
1.8 Capacity for Care and Sanitation Protocols.	
2.1 Establish an effective “Help Line” for the community.	
3.1 Increase spay/neuter, vaccination, and licensing services. Measurable outcome: Add a minimum of three new SNIP partners for the sterilization programs for FY19.	Number of free or low-cost sterilizations and community wellness services performed
4.1 Implement larger scale Foster Program.	Number of foster hours
4.2 Volunteer participation in all areas of the shelter.	Number of volunteer hours
5.1 Enhance counseling and alternative resources during potential pet surrender situations.	
5.2 Increase Community engagement of Field Officers to encourage pet retention.	
5.3 Transfer from Municipalities.	
5.4 Increase Marketing Efforts.	
6.1 Clear expectations for all ACAD positions/Improved Communications.	
6.2 Conduct Training on Standard Operating Procedures to Call Center.	
6.3 Mandated Training for Officers.	
7.1 Formalize an agreement with strategic partners, non-profit organizations, and national partners to be part of a “Coalition” or “Alliance.”	

Objectives	Performance Measures
7.2 Increase Community Support/Outreach.	Number of educational outreach programs
8.1 Identify improvements to Division animal abuse and cruelty procedures and enforcement options.	
	Number of rabies registration licenses sold
	Number of pets returned to their owners at the shelter
	Number of animals returned to their owners via the Free Ride Home Program
	Number of visitors to the shelter
	External customer satisfaction rating
	Average response time per call (minutes)
	Compliance percentage after warning

Organizational objectives and performance measures should be aligned. Failure to align objectives and measures increase the risk that organizational objectives will not be achieved.

B. ACAD was unable to provide accurate supporting data for two of four (50%) reported performance measures we reviewed:

   i. Number of Volunteer Hours. OMB reported 25,383 hours and ACAD supported 22,665 hours, a difference of 2,718 less hours (10.7%).

   ii. Number of free or low-cost sterilizations and community wellness services performed. OMB reported 9,515 services and ACAD supported 9,961 services, a difference of 446 more services (4.7%).

Data used to support performance measures should be adequately maintained. Failure to adequately support performance measures jeopardize the achievement of organizational

objectives, reduces the effectiveness of management's decisions, and reduces confidence in the data provided by the agency.

Recommendation 107

We recommend management goals improve the alignment between organizational objectives and performance measures.

Recommendation 108

We recommend management ensure the agency's performance measures are adequately supported.

63. The Span of Control for the Assistant Director Seems Excessive and Should be Reduced.

During our review, we noted that 15 positions report directly to the Assistant Director which seems excessive. An ideal span of control, is around 6 subordinates per manager *(See "Span of Control in an Organization" by Himanshu Juneja, December 26, 2008.)* With this wide span of control in a dynamic organization that encounters many unusual and different types of situations involving potential emergencies, the Assistant Director's effectiveness is not maximized. Supervisory positions should be used to reduce the Assistant Director's span of control. Failure to have appropriate spans of control may reduce organizational effectiveness.

Recommendation 110

We recommend management evaluate organizational reporting relationships and implement a supervisory structure to reduce the number of individuals that report directly to the Assistant Director. Each supervisor would then have direct reports reducing the Assistant Director's span of control.

64. Management Does not Periodically Conduct Emergency Evacuation Drills.

During our review, we noted ACAD does not perform periodic emergency evacuation drills of the shelter. There are many reasons the shelter may have to be evacuated including bomb threats, fire, active shooter, etc. During these situations, the lives of employees, volunteers, visitors, and animals should be considered. Management should ensure emergency evacuation procedures are adequate and are periodically reinforced through practice drills to ensure that employees and volunteers are aware of procedures and responsibilities and to ensure appropriate resources and protocols are in place.

Recommendation 111

We recommend management ensure emergency evacuation procedures are adequate and are periodically reinforced through practice drills.

SECTION IX: BUSINESS OPERATIONS & PROGRAMS

Background

Business Operations

Animal Care Trust Fund

The Animal Care Trust Fund includes four areas:

1. Sterilization Trust includes programs such as Spay-And-Neuter, Return-To-Field, and Trap-Neuter-Release. This trust is funded through a $3 surcharge on the first 100,000 pet licenses sold each fiscal year and 100% of license fee revenue thereafter. Funds are also collected from fees of residents who reclaim their unsterilized pets and any excess funds over $20,000 from the Victim Trust.

2. Adoption Marketing Trust provides for marketing relating to adoption services. This program is funded through a $1 surcharge on pet licenses.

3. General Trust consists of funds donated to the Animal Care and Adoption Division that are used according to the donor's wishes. If the donor does not designate a specific purpose, then funds are used for general animal welfare.

4. Bite Victim Trust assists victims unable to pay their medical bills occurring because of animal attacks. Victims can be a person or an animal. The Bite Victim Trust is funded through bite fees, gifts, grants, and other revenue to pay for medical expenses of dog or cat bite victims. This trust is capped at $20,000. Excess revenue is deposited in the Sterilization Trust.

Employee Timekeeping and Payroll

The Kronos Timekeeping System (Kronos) went live in April 2014. Hourly employees are required to "punch" in and out of Kronos clocks using biometrics during their shift to track time worked. Kronos works in tandem with the Cyborg Payroll System (Cyborg) to transfer all approved employee timecard information to Payroll for processing. As Cyborg processes timecard information, hours and pay codes are processed through automated rules designed to calculate final pay.

The Human Resources Division (HRD) established a process that includes two roles responsible for timecard management (Payroll Liaison and Supervisor). Collectively, these two roles are responsible for the review and management of employee timecards.

The Payroll Liaison role grants the employee access to view employee timecards and system reports and to perform a final signoff once they have determined all approvals are in place and that overall employee hours appear complete. The role does not have the ability to approve timecards or perform data entry functions.

The Supervisor role, can add, edit, or delete timecard transactions such as employee time punches or employee pay codes. Supervisors are also charged with the approval of employees' timecards. Procedurally, both hourly and salaried employees are required to review and approve their timecards prior to the Supervisor's final approval.

Public Education, Marketing & Outreach

ACAD primarily uses social media (YouTube & Facebook) to advertise its services to the public. The use of designated Social Media Internet Web Sites is governed by the County Administrator in conjunction with the Office of Public Communications.

Citations

Animal Bites

Once a bite report is issued and Field Officers verify a bite has occurred, all bite cases must be pursued unless the victim verbally notifies or provides a written statement indicating they don't want citations to be issued or any action to be taken by the Field Officer. Typical Citations related to bite investigations include:

- Dog at large
- Minor bite (muzzle order cannot be issued if this citation is written)
- Rabies vaccination not current
- No license
- Bite with injuries

Non-Bite Citations

Other violations of animal laws unrelated to bites are at the discretion of the Field Officer. Non-bite citations include the following:

- 4-3- Animal at large (pet not confined or somehow controlled)
- 4-4- Nuisance animals- Property owner has the right to humanely catch or trap a nuisance cat or dog.
- 4-5- Impoundment- Cat or dog has been picked up by ACAD law enforcement officer and brought to shelter.
- 4-6- Confinement during heat- Pet owner must confine unspayed female cat or dog that is in heat in a house or secured location.
- 4-8- Permitting an animal to commit a nuisance- Allowing dog or cat to defecate in unrestricted areas.
- 4-10- Rabies vaccinations for cats and dogs
- 4-11- Registration for Cats and Dogs
- 4-11.5- Aggressive dogs
- 4-12- Dangerous dogs
- 4-13- Guard dogs
- 4-17- Cruelty and Fighting Animals- Serious offenses which permits seizure of animals and issuance of citations.
- 4-19- Abandonment of Animals
- 4-20- Cruelty and Fighting Animals- Serious offenses which permits seizure of animals and issuance of citations.
- 4-23- Harboring of Stray Animals- Person must report to ACAD within 48 hours of finding animal.
- 4-32- Animals in Vehicles- Leaving animals in a motor vehicle without adequate ventilation.

Once a citation is issued it is registered with the Clerk of Courts who collects payment and remits amounts collected to the County.

Programs

SNIP Program

The SNIP Program is a voucher-based program, which provides free or low-cost sterilization services for OWNED dogs and cats. The program is only available to Broward County residents. 8 vouchers are granted per day to any combo of dogs and cats. SNIP services include:

- Spay/neuter surgery
- Rabies vaccination
- Broward County Registration License Tag

The vouchers granted are between $10 to $70 per voucher depending on the income level of the recipient. Once granted a voucher, the recipient can take their animal to one of 20 approved Veterinarian providers for administration of the spay, neuter or rabies service. The recipient's bill is offset by the voucher amount approved. The Veterinarian provider submits a packet to ACAD for reimbursement. In the event a voucher is not approved the vet provider can seek reimbursement from the recipient.

The SNIP program budget for FY 2019 was $515,000 and a total of 5,736 vouchers were awarded to eligible residents during the fiscal year.

TNR Program

TNR is also a voucher-based program for which residents can also apply online. The purpose of this program is to encourage residents to trap stray cats and take them in to authorized Veterinarian providers to have them neutered or spayed and then ultimately returned to the field. A total of 3 vouchers per day for $50 are granted for cats only. There are 10 providers who will accept a TNR voucher. Like SNIP, the Veterinarian provider submits a packet to ACAD for reimbursement.

The TNR program budget for FY 2019 was $200,000 and a total of 5,000 vouchers were awarded to eligible residents during the fiscal year.

RTF Program (Humane Society Contract)

The RTF program is a contract between Animal Care and the Humane Society to aid animal care in spaying and neutering cats. This program is especially beneficial during kitten season. The Humane Society will pick up cats/ kittens twice a week as well as provide a mobile spay and neuter vehicle to perform the procedures. The cats and kittens are then returned to the field once the surgeries are performed. The cost to the shelter is $30 per cat and Humane Society submits monthly invoices to ACAD to receive reimbursement based on the number of cats/kittens they performed surgeries on during the prior month.

The RTF budget was $100,000 for FY 2019. No data was available for the number of cats spayed and neutered through this program. However, based on a total of $85,688 expended during the

fiscal year, at $30 per cat, we estimate that 2,856 ($85,688/ $30) cats were spayed and neutered through the RTF program.

SECTION IX: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

Spay and Neuter Programs

65. Policies and Procedures Regarding Spay and Neuter Programs are Inadequate.

Spay and neuter policies and procedures are inadequate. During our review, we noted the following:

A. Although management has developed guidelines for ACAD's Spay and Neuter Program (SNIP) providers who are seeking reimbursement, formal, internal procedures for the SNIP program have not been documented.

B. Trap, Neuter, and Return (TNR) program policies and procedures are outdated and do not reflect current operational practices.

C. Formal policies and procedures do not exist for the Return-to-Field (RTF) program with the Humane Society.

Policies and Procedures are necessary to establish goals, objectives, roles and responsibilities, and monitor effectiveness of the program. Periodic update and management approval to policies and procedures ensures business continuity and defines program initiatives in line with updated strategic goals. Lack of policies and procedures may result in lack of consistency in achieving organizational objectives.

Recommendation 112

We recommend management develop or update policies and procedures related to the SNIP, TNR, and RTF programs. Once developed, policies and procedure should be reviewed and approved by management.

66. Voucher Redemption Procedures for the Spay and Neuter Program Require Enhancement.

Voucher redemption procedures for the Spay and Neuter Program require enhancement. During our review, we noted the following:

A. There are no controls in place to ensure income verification is performed at voucher issuance and at voucher reimbursement. Management indicated that the lack of income verification was by design to speed up the process. The amount of the voucher is based on income with individuals having an income over $75,000 being ineligible, as follows:

   i. $0 - $38,750 – Free Voucher

   ii. $38,751 – $58,080 – $10 Co-pay

   iii. $58,081 - $74,999 – $70 Co-pay

   iv. $75,000 and over – Not Eligible

   Failure to verify income allows for ineligible residents to obtain vouchers or for residents to receive more aid that they are qualified for, reducing the funding available for residents who need it.

B. Procedures are not adequate to detect invalid vouchers prior to payment. Vouchers received from SNIP and TNR providers are not reconciled against the master list of approved vouchers within the web portal system to ensure validity. Instead, ACAD staff currently only verifies 'suspicious' vouchers by performing a voucher re-print, however, there is no process in place to ensure a voucher is marked as redeemed. We noted 5 of 46 (11%) vouchers reviewed with the following exceptions:

   i. One voucher was expired.

   ii. One voucher was awarded on December 30, 2018, but the surgery was performed a day before on December 29, 2018 according to the packet submitted for reimbursement.

   iii. Two vouchers submitted were reprinted with new expiration dates that did not match the original expiration dates in the web portal database.

   iv. One voucher, though valid, was not included in the supporting files provided by the provider for reimbursement.

C. Procedures provided to veterinarians for TNR do not require the veterinarian to verify that the cats getting TNR are indeed strays and not owned pets. Only procedures for stray

cats should be reimbursed using vouchers through the TNR program and only owned pets should be reimbursed using vouchers through the SNIP program.

Policies and Procedures should be adequate to maintain the integrity of spay and neuter programs. Failure to maintain the integrity of the program reduce its effectiveness and wastes County resources.

Recommendation 113

We recommend management perform income validation procedures or revise voucher eligibility requirements.

Recommendation 114

We recommend management enhance voucher redemption procedures to prevent the payment of duplicate, expired, and invalid vouchers.

Recommendation 115

We recommend management update procedures to require veterinarians to validate vouchers are accepted for eligible animals only.

67. Spay and Neuter Programs are not Adequately Monitored for Effectiveness.

The Spay and Neuter Programs are not adequately monitored for effectiveness. The spay and neuter program is driven by the budget not on data monitoring demand or increases and decreases in animal populations. Management has no method to monitor whether the program is achieving its objective. Management should assess how well the program is performing to make appropriate adjustments to tactics and strategy. Without effective monitoring controls management is unaware of whether the program is meeting its objectives.

Recommendation 116

We recommend management develop and implement methods to assess the effectiveness of the program.

68. Return-to-Field Animals are Classified as Stray Which is Out of Compliance with County Ordinance.

During our review, we noted 99% of animals handled by the shelter as part of the Return-To-Field (RTF) program were categorized as stray intakes during the period 2015 to 2019. Categorizing animals in the RTF program as stray is out of compliance with Broward County's Code of Ordinance, Chapter 4, Section 4.2(rr), which defines RTF as specific to community cats and 4.2(gg) which states that "community cats shall not be considered stray". Animal data classifications should comply with County ordinance. Failure to classify animals appropriately results in non-compliance with County ordinance.

Recommendation 116

We recommend management ensure animal data classifications are in compliance with County ordinance.

Public Education, Marketing, & Outreach

69. Public Education and Outreach Requires Enhancement.

During our review of the shelter's outreach activities, we noted that ACAD did not document the number of animals and the outcomes for adoption events they participated in during ten months of the audit period October 2018 to July 2019. ACAD provided details for 22 adoption events for the four-month period from August to December 2019. However, the agency did not consistently document the number of animals at adoption events and the outcomes. As a result, management could not accurately calculate outcome percentages and we are unable to determine the effectiveness of outreach efforts for the period under review. Based on the information provided, 29 of the 82 (35%) animals that attended the events were either adopted or fostered.

According to Best Practices for Humane Care, offsite events will increase exposure for pets to potential adopters who may not visit an animal organization. These offsite venues make adoptable pets available to a wider range of people looking to acquire a new pet. Management should set goals for adoption events and track progress towards achieving them. Without setting goals, management will not be able to adequately define success and increase positive animal outcomes.

Recommendation 117

We recommend management establish goals for the number of adoption events and the number of animals adopted through these events, and track progress towards achieving them.

70. Marketing Programs are not Adequately Monitored for Effectiveness.

Management does not independently track and measure the effectiveness of promotional activities. The Agency relies heavily on representations of vendors and advertising agencies and does not independently monitor the marketing program for effectiveness. We noted that.

- ACAD utilized two billboards for advertising during FY 2019. The company handling the billboards provided estimated statistics of weekly impressions. For the periods when the billboards were active, they represented an estimated 2.7 million impressions/viewer exposure.

- ACAD developed a "Save the Kittens Campaign advertising" for Digital Banner advertising in local television markets for CBS, ABC and developed 30 second advertising spots for COMCAST channels, including A&E Animal Planet, CNN, Discovery, HGTV, and Lifetime. The Campaign Wrap-up Report issued by the Advertising agency, reported an estimated 691,300 impressions/ viewer exposures with click through rates of .09% and .29% for ABC and CBS Digital banners, respectively.

However, ACAD does not perform surveys or ask visitors to their website or the facility how they heard about the Shelter. As a result, the effectiveness of the promotional activities is not captured or independently measured. Outcome measurement provides effective tools for evaluating the effectiveness of promotional activities. Failure to track and analyze effectiveness could result in the repeated use of ineffective promotional processes and methods.

Recommendation 118

We recommend management implement surveys or other methods to independently track and measure the effectiveness of promotional activities.

Payroll

71. Employee Timekeeping Practices Require Enhancement.

During our review of one pay period, we noted 46 instances where Supervisors manually entered time (punches) for 20 employees which seems excessive for the size of the organization. Nine of the 20 employees had both in-punches and out-punches manually entered on the same day. County policies require hourly employees to clock-in/out at the start and end of their shift using biometric timeclocks installed in the facility. Supervisors may enter punches on an exception basis e.g. The employee is working offsite and cannot clock in/out, or an employee forgot to clock in/out. Failure to follow established timekeeping practices may lead to inappropriate activity, including payroll fraud.

Recommendation 119

We recommend management:

A. Ensure that employees are required to clock-in/out and manual entries are kept to a minimum based on exceptions.

B. Implement procedures to periodically review manual time entries made by Supervisors for reasonableness.

Trust Funds

72. Trust Fund Account Setup and Management Needs Improvement.

Trust fund accounts are not managed adequately to ensure that monies are accounted for appropriately and used for the appropriate purpose. Specifically, we noted:

A. All four trust fund balances are comingled and not accounted for separately making it difficult or impossible to validate fund balances and ensure that funds are transferred and disbursed for the purposes intended by County ordinance. For example:

   i. ACAD was unable to provide the fiscal 2019 year-end fund balance for each of the four trust funds.

   ii. After review of the Victim Trust Fund, we were unable to verify that $8,364.67 in excess Victim Fees for fiscal year 2019 were allocated to the Sterilization Trust Fund account.

   iii. After review of the Adoption Trust Fund, we were unable to verify that $40,513.70 in interest income for fiscal year 2019 was allocated to the Adoption trust account.

   The Code of Ordinances outline specific requirements for each trust fund as shown in Table AG.

Table AG
Code of Ordinance Requirements for Each Trust Fund

Fund	Code of Ordinances	Requirements
General Trust Fund	Section 4-30	❖ the fund shall be self-perpetuating year to year ❖ the fund shall be a separate account established and maintained apart from the general revenue fund and accounts of Broward County.
Sterilization Trust Fund	Section 4-35	❖ the fund shall be self-perpetuating year to year ❖ the funds received shall be deposited in a separate account established and maintained apart from the general revenue fund and accounts of Broward County to provide for the sterilization of dogs and cats.

Fund	Code of Ordinances	Requirements
Victim Trust Fund	Section 4-34	❖ the fund shall be self-perpetuating year to year ❖ the funds received shall be separately established and maintained apart from the general revenue funds and accounts of Broward County and held in trust and inure to Broward County, its successors and assigns, and shall be expended, utilized, and disbursed only for the use and benefit of Broward County dog or cat bite victims.
Adoption Trust Fund	Section 4-36	❖ the fund shall be self-perpetuating year to year ❖ funds received hereunder shall be deposited in a separate account established and maintained apart from the general revenue fund and accounts of Broward County to provide for the adoption of dogs and cats.

B. The Sterilization trust account was underfunded in fiscal year 2019 by $173,084.61 of license sales, which is due from the veterinarian partners, and is not recorded in PeopleSoft as an accounts receivable. The revenue recognition principle requires revenue to be recognized in the period it is earned.

C. After review of the Adoption Trust Fund, we noted that donations are not properly managed.

   i. Adoption donations of $29,131 were incorrectly recorded to the General Trust Account for fiscal year 2019. Adoption donation should be recorded in the Adoption Trust Fund.

   ii. $5,203 in donations were recorded to incorrect account 473020, Contributions and Donations, instead of the correct account 473022, Donations Under $10,000. Pursuant to County policy V1C14 - Donations, all monetary donations received under $10,000 are to be recorded in account 473022, within the appropriate trust fund.

D. Seven of 17 (41%) of Adoption Trust Fund disbursements reviewed were not in compliance with the Code of Ordinances. Specifically, we noted the following non-compliant disbursements:

   i. Four disbursements for shelter operating expenditures totaling $2,277;

a. $350.73 for animal food trays

b. $423.05 for plastic trash can liners

c. $1,423.48 for a project to track animals.

d. $80.00 to the Association of Shelter Veterinarians for membership dues

ii. Three disbursements for sterilization expenditures totaling $676;

a. $562.50 for relief veterinary services.

b. $110.56 for ACAD personnel Group Insurance

c. $2.97 for ACAD personnel Basic Life Insurance

Trust fund accounts should be managed adequately, and monies should be accounted for and disbursed appropriately. Failure to adequately handle trust fund transactions affect the integrity of financial records and may violate the Code of Ordinances.

Recommendation 120

We recommend management ensure:

A. Each trust fund is setup and managed independently.

B. Recognize revenue, including accounts receivables in the period in which it is earned.

C. Donations are recorded accurately in the correct account.

D. Fund disbursements are compliant with the Code of Ordinances.

Citations

73. Citation Administration Procedures and Forms Require Enhancement.

During our review of citation administration, we noted the following:

A. Written procedures do not exist to ensure all citations are accounted for. The current process requires staff to account for each prenumbered citation and to complete a Request for Dismissal Form for voided citations; however, the process is not documented as a Standard Operating Procedure. Written policies and procedures are necessary to ensure all citations issued or unissued are accounted for. Written policies and procedures ensure consistency, business continuity, and define roles and responsibilities related business processes. Lack of policies and procedures can result in lack of appropriate oversight and inconsistent tracking of citations.

B. Current citation forms do not include a disclosure required by County Ordinance. Broward County Ordinance Sec 4.28 (c)(8) requires that citation form include a "Notice that additional citations may be issued for each day that the applicable violation is found to exist." Failure to include disclosures as required by County Ordinance, may lead to confusion among the Public and reduce enforceability for repeat offenders. The public may not be aware that they can receive the same citation multiple times if they are repeat offenders.

Recommendation 121

We recommend management establish written policies and procedures for citations.

Recommendation 122

We recommend management revise the citation form to include the disclosures as required per the Broward County Ordinance.

Cash Handling

74. Mail Handling Procedures Require Enhancement.

ACAD's procedures do not require that mail is opened by two people to ensure dual control and reduce the risk of the concealment of funds. While ACAD's mail handling procedures are in compliance with Volume 1 of the County Administrative Policies and Procedures (CAPP) Volume 1, Chapter 1, Section 2.2.1, more is needed to ensure monies received by mail are appropriately handled. ACAD receives monies from fees and donations via mail. Requiring two individuals to open and process mail helps to ensure all checks are accounted for and reduces the risk of misappropriation of County funds.

Recommendation 123

We recommend management enhance current mail processing procedures to require two employees to open and process mail.

75. Safe Combinations are not Changed Periodically to Prevent Unauthorized Access.

Management has not implemented a procedure to change the combination of the safe at least annually and when someone with the knowledge of the combination is terminated. During our review, we noted that the previous CSR Supervisor was terminated; however, the combination of the safe was not changed. County Administrative Policies and Procedures, Volume 3: Cash Handling and Deposit, Section 4.1 states:

> *Safe combinations or locks must be changed accordingly to prevent unauthorized access. If the storage device under custody is a manual-type safe, change the mechanical combination of the safe upon separation of a group-member who has had previous group access. In the case of an electronic-type safe, change the electronic safe-combination annually, with the access code being disabled immediately once an individual with previously granted access code has been separated. A record should be maintained of such changes.*

Without periodically changing the safe combination as required by County policy, management cannot ensure that access to the safe is restricted to authorized personnel increasing the risk of misappropriation of County assets.

Recommendation 124

We recommend management implement procedures to change the safe combination annually and when and immediately when an individual with the access code has been separated.

76. Daily Deposit Verification Procedures Require Enhancement and are not Consistently Followed.

During our review of deposits for a sample of 30 days during the audit period, we noted the following:

A. Cashier Certification forms for 2 out of 30 days (7%), totaling $633 were not verified by a Supervisor and reviewed and signed by an Account Clerk for accuracy. ACAD's procedures require that Cashier Certification Forms be approved and independently verified by supervisory personnel (Account Clerk).

B. Thirteen of 30 deposits (43%), totaling $140,714.12 were not deposited the next business day as required by County Policy. Deposits were made an average of 3 business days with a range of 2 to 8 business days after the date of receipt.

C. No cash shortage or overage report is maintained at ACAD. Cash handling best practice requires that management track cash shortages and overages to identify cashier patterns of cash handling and obtain timely notification of training needs, and inappropriate activity.

Management should implement appropriate cash management procedures. Failure to adequately track cash overages and shortages and ensure that monies are deposited timely increase the risk of inappropriate activity and the loss of County assets.

Recommendation 125

We recommend management ensure:

A. Cashier Certification Forms are reviewed and approved by supervisory personnel.

B. Cash receipts are deposited the next business day.

C. Cash overages and shortages are documented, tracked, and reviewed.

Partnerships and Contract Administration

77. The Contract Between ACAD and Pet Supermarket is Invalid and Has not Been Renewed Since 2012, even though Services are Still Performed Between Both Parties.

The Pet Supermarket agreement is expired and has not been renewed or updated since September 2012. We further noted that provisions within the old agreement are still in effect today, and that monitoring and progress reports of animals at Pet Supermarket is not occurring per the terms of the agreement. The Pet Supermarket contract is required to be renewed every four years per the initial agreement. Animal Care and Pet Supermarket are both performing under an outdated and expired contract. Contracts should be current between the County and any 3rd party to reduce legal risks to both parties.

Recommendation 126

We recommend management work with the County Attorney's office to update and renew the contract with Pet Supermarket.

Procurement

78. Procurement and Purchasing Card Transactions Require Review to Ensure Compliance With County Procurement Policies.

During our review of Purchasing Card (P-Card) transactions, we noted the following:

A. Transactions are potentially split to circumvent the $3,500 P-Card limit. Cardholder transactions totaling $352,947, considered potential splits, were processed within one to seven days or there were an excessive number of monthly transactions with the same vendor. Some of the potential split transactions were processed by one cardholder while others represented joint purchases by at least two cardholders. See Examples in Table AH below.

Table AH

Lighting Observations for Kennel Area 1 From February 17 – 23, 2020

	Transaction #	Merchant	Transaction Date	Invoice / Receipt Date	Amount
Example 1	1	PHILLIPS FEED SERVICE FL	9/18/2019	9/18/2019	$ 3,500.00
	2	PHILLIPS FEED SERVICE FL	9/19/2019	9/19/2019	$ 1,794.54
				Grand Total	**$ 5,294.54**
Example 2	1	PCI*PATTERSON VETERINA	10/10/2018	10/9/2018	$ 3,492.26
	2	PCI*PATTERSON VETERINA	10/12/2018	10/11/2018	$ 215.40
	3	PCI*PATTERSON VETERINA	10/12/2018	10/11/2018	$ 258.30
	4	PCI*PATTERSON VETERINA	10/12/2018	10/11/2018	$ 423.00
				Grand Total	**$ 4,388.96**

B. Master agreements are not consistently used to reduce costs. During our review, we noted:

i. ACAD overpaid $748 for Nitrile Gloves from a vendor and incurred shipping costs of $547 by purchasing these gloves from a vendor not covered by the existing master agreement. The price paid by ACAD was 20% greater than the master agreement price, which also provides free delivery.

ii. There were 347 purchases of animal food and supplies from seven vendors totaling $463,388. Management has not yet explored negotiating a master agreement for animal food and supplies frequently purchased.

Master agreements should be established for frequent purchases, and should be used, once established. Failure to establish or use master agreements may result in additional costs that could have been avoided

C. From a sample of 60 P-Card transactions we noted the following:

i. Thirty-eight of 60 (63%) p-card transactions totaling $34,084 were not signed as received and we could not be determined whether the items purchased were received by ACAD.

ii. Six of 60 (10%) p-card purchases totaling $8,102 were not supported by detailed invoices. As a result, we were unable to determine whether they were reasonable, necessary, allowable by the County, and exempt from sales tax.

a. Four of the six were supported only by summary credit card receipts without purchase details.

b. Two of the six purchases had not attached invoice or other documentation.

iii. Three of 60 (5%) p-card purchases. Totaling $699, were not exempt from sales tax.

P-card holders are responsible for receiving and inspecting all ordered goods/services or be advised in writing by the person receiving the goods. Ensuring a clear description of goods/services purchased is entered within the comments section when reconciling P-Card transactions in PeopleSoft. Ensuring the receipt provides sufficient detail regarding the item purchased, including a printout of the item ordered, if necessary. Ensuring all transactions are thoroughly reviewed, conform to the P-Card policy, are valid, and appropriate. Keeping complete and accurate records of P-Card purchases, including maintaining physical or electronic copies of receipts. Agency p-card approvers are responsible for ensuring Cardholder compliance with requirements of the P-Card Program. Failure to comply with the requirements of the P-Card Program increases the risk of unauthorized transactions.

Recommendation 127

We recommend management ensure:

A. Cardholders comply with the County's P-Card policies.

B. Purchases for amounts in excess of the P-Card limit are competitively procured.

Recommendation 128

We recommend management ensure:

A. Master Agreements are utilized when available.

B. Management establish master agreements for food and supplies frequently purchased.

79. General Procurement Transactions Require Review to Ensure Compliance With County Procurement Policies.

During our review of general procurement transactions, from a sample of 19 general procurement transactions we noted the following:

C. Five of 19 (26%) purchases or 26% totaling $29,043 that require quotes, were not supported by quotes. As per memorandum issued by Director of Purchasing on November 8, 2019; one quote is required for non-procurement card purchases less than $3,500 and two quotes for items $3,501 to$ 7,500. The Certified Agency Buyer is responsible for ensuring the quotes are obtained based on the estimated cost of the purchase before selecting a vendor, or there is a Master Agreement in place negotiated by the Purchasing division. Failure to obtain quotes could result in the County paying non-competitive prices.

D. Nine purchases totaling $115,600 were not signed for when received. When purchases are received the accompanying invoice or receiver slip is required to be signed by the person receiving the goods to ensure the goods are received by the agency. Failure to require documentation of receipt of items purchased could result in undetected losses and misappropriation of County assets.

E. Two assets purchased for a total of $65,470 were not tagged and capitalized in the accounting system. A Hobart Commercial Dishwasher purchased for $23,975 and Industrial Shade Ports for $41,495. Accounting Division's Internal Control Handbook requires selected purchases greater than $1,000 to be capitalized and asset tagged. Failure to properly record items subject to capitalization results in an overstatement of expenses and does not facilitate tracking of the County'

Recommendation 129

We recommend management ensure the agency complies with the County's procurement policies:

A. Obtaining the required number of quotes based on the purchase price.

B. Having the receiver sign the accompanying invoice or receiver slip.

C. Tagging and capitalizing purchase greater than $1,000.

SECTION X: INFORMATION SYSTEMS

Background

Information Systems

Chameleon

ACAD uses an integrated shelter case management system called Chameleon to assist in managing shelter activities such as licensing, field operations, cashiering, veterinary record-keeping, and shelter management. Animal intake, outcome, and medical records are maintained within the Chameleon system.

Data maintained in the Chameleon system includes animal intake and outcome records, controlled substance administration, medical information and treatments performed, rabies vaccination and licensing records, along with kennel management information. The data is used to generate reports for the calculation of operational and performance measures, assist management to perform forecasting and trend analysis, and maintain communication with citizens online and via email regarding adoptable and lost and found animals, upcoming license renewals and upcoming events at the shelter.

ACAD management implemented a data quality standard operating procedure to promote validity, completeness, consistency, accuracy, timeliness, and integrity of data within the Chameleon System. This procedure requires the creation and distribution of reports that monitor data exceptions and irregular changes to animal outcome data.

Volgistics

In addition to the shelter case management software, Animal Care utilizes a cloud-based volunteer management tracking system called Volgistics to monitor, record and report hours worked by volunteers. The data maintained by the Volgistics system is used to generate and report performance measures related to the number of volunteer hours worked.

General Information Systems Controls

General information systems controls, which are the policies and procedures that apply to the operations of systems, help to promote integrity, confidentiality, and availability of the operational transactions and data.

SECTION X: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

Chameleon

80. User Access is not Consistently Granted as Authorized on Completed User Access Request Forms.

Management has implemented user access forms to authorize access to the Chameleon system; however, access is not consistently granted as authorized on these forms. Although access request forms were submitted for 100% of the employees reviewed, we noted two of 11 (18%) employees granted access to Chameleon during the audit period were not granted access consistent with the access authorized. In one instance, the account was assigned to the incorrect group. Upon notification, ACAD corrected this issue immediately. In the second instance, the change of access was authorized via email which was inconsistent with ACAD's procedures.

ACAD's policies and procedures require the submission of an access request forms to authorize new access and access changes. In addition, access granted to the Chameleon application should be consistent with the authorized access request. Without using a user access request form and ensuring that the access granted is the access authorized, excessive or inappropriate access may be granted to employees increasing security risks.

Recommendation 130

We recommend management ensure that all access changes are consistent with the access authorized on a user access request form.

81. Chameleon Minimum Password Requirements do not Comply with County Policy.

Chameleon minimum password security requirements are not in compliance with the County Administrative Policy and Procedures (CAPP) and the Internal Control Handbook (ICH). While the Chameleon application can use the SQL Server Login controls that would enforce Windows Policy

security settings, they have not been activated for user accounts resulting in password security that does not comply with the CAPP / ICH. Application passwords configuration should comply with the appropriate standards outlined in the County Administrative Policies and Procedures *(Broward County CAPP Vol 7, Chapter 2, Section 5.5)* and IT Technology Security Policy minimum standards *(IT Technology Security Policy, Security Administration, Office of Information Technology IT Security Administration (Appendix E (E -16 > Page 19 of the PDF))*. Password requirements out of compliance with minimum standards defined in the County policy may lead to unauthorized access to County systems and data.

Recommendation 131

We recommend management work with the vendor to enhance Chameleon password security controls to comply with County Administrative Policies & Procedures.

82. Monitoring of Developer/Administrator Access to the Production Environment Requires Enhancement.

Database logging has not been enabled to adequately monitor changes made by the application administration/developer. ACAD has one individual that is both the system administrator and software developer for the Chameleon system. Because this individual has direct access to the production database and this access is required for him to perform day to day system maintenance and security activities, monitoring controls, such as database logging would reduce the risk created by this combination of access and responsibilities. Currently, there is no reasonable method to ensure that all changes performed to the database has been authorized by management and approved by the change control committee.

Recommendation 132

We recommend management evaluate and implement monitoring controls to ensure that all changes performed to the database has been authorized by management and approved by the change control committee.

Volgistics

83. Generic Accounts are Used to Administer the Volgistics System Reducing User Accountability.

Generic accounts are used to perform daily application administrative functions on the Volgistics volunteer management software. A generic or shared role account is an account designed for a specific role that can be used by more than one person (e.g. administrator, system). The use of generic user accounts to administer applications reduces user accountability as activity performed by these accounts cannot be tied to a single individual. As a result, they increase the risk of unauthorized system changes and limit management's ability to take disciplinary action when erroneous or inappropriate activities are detected using these accounts.

Recommendation 133

We recommend management ensure the use of generic accounts is restricted, where possible. In instances when these accounts must be used, management should ensure appropriate controls are in place to monitor user activity and tie that activity to authorized individuals.

84. Volgistics Minimum Password Requirements do not Comply with the County's Password Policy.

Volgistics password security settings have not been configured to meet County policy requirements. Specifically, we noted deficiencies pertaining to the available Volgistics password settings for password complexity, length, and expiration period. Application passwords configuration should comply with the appropriate standards outlined in the County Administrative Policies and Procedures *(Broward County CAPP Vol 7, Chapter 2, Section 5.5)* and IT Technology Security Policy minimum standards *(IT Technology Security Policy, Security Administration, Office of Information Technology IT Security Administration (Appendix E (E -16 > Page 19 of the PDF))*. Password requirements out of compliance with minimum standard defined in the County policy may lead to unauthorized access to County systems and data.

Recommendation 134

We recommend management configure the available password security parameters to meet or exceed County policy.

85. Volunteer Activities Listed on Volunteer Applications do not Match the Activities Available for Selection Within Volgistics.

The job preferences listed in the Volunteer Agreement and other volunteer application documents do not align with the activity descriptions within Volgistics. Table AI shows examples of differences between agreement and application documentation and Volgistics.

Table AI
Example Differences Between Volunteer Documents and Volgistics

Job Preferences on Volunteer Agreements & Applications	Job Activities Available for Selection Within Volgistics
Kennel Assistant	
Enrichment/Adoption Counseling	
Greeter	Adoptions Lobby Greeter
Lunch Buddy	Lunch Buddy Program
Playgroup	Playgroup
Clinic	Clinic
Office/Helpline	
Outreach/Adoption Events	Special Events
Pet Supermarket	Pet Supermarket
Rescue/Media	
	Cats
	Clinic Lobby Greeter
	Data Entry [Tags/Foster/Customer Service]
	Dogs
	Intake Lobby Greeter
	Photography

There should be alignment between activity preferences on volunteer applications and volunteer activities in Volgistics. Without aligned activities within the Volgistics system, management is unable to adequately track volunteer hours per activity and ensure volunteers are performing tasks in alignment with the preferences indicated on the volunteer application.

Recommendation 135

We recommend management ensure volunteer activities in Volgistics agree to job preference options included in application documents to facilitate appropriate volunteer assignment, tracking, and data analysis.

Appendix A – ALLEGATION SUMMARY

Allegations and Audit Conclusions

At the initiation and during the course of our audit, we received allegations from current and former Animal Care and Adoption Division volunteers. This Appendix identifies these allegations, and our related conclusions and comments. Definitions of terms used in our conclusions are identified below:

Definitions Used in Audit Conclusions on Allegations

Substantiated—There is sufficient evidence to justify a reasonable conclusion that the allegation is true.
Unsubstantiated—There is insufficient evidence to either prove or disprove the allegation.
Unfounded—There is sufficient evidence to justify a reasonable conclusion that the allegation is not true.
Not in Scope—If the allegation were true, there would be no violation of law, regulation, or policy, or waste of funds or resources.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
1.	Broward County animal shelter is filthy.	Partially Substantiated	See Opportunities for Improvement Nos. 9 & 50.
2.	Some areas of the kennels are hot.	Unfounded	During our testing, we noted that temperature and humidity in kennel/cage areas were within industry standards.
3.	Dogs are not receiving adequate enrichment and evidence of enrichment activities is not tracked and maintained	Substantiated	See Opportunity for Improvement No. 11.
4.	Number of volunteers are overstated	Substantiated	See Opportunity for Improvement No. 12.
5.	Poor Planning and management of care activities performed by Volunteers	Substantiated	See Opportunities for Improvement Nos. 38 & 39.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
6.	Spay/Neuter funds were depleted.	Unfounded	The SNIP program budget for FY 2019 was $515,000 and a total of 5,736 vouchers were awarded to eligible residents during the fiscal year. The TNR program budget for FY 2019 was $200,000 and a total of 5,000 vouchers were awarded to eligible residents during the fiscal year. The RTF budget was $100,000 for FY 2019. No data was available for the number of cats spayed and neutered through this program. However, based on a total of $85,688 expended during the fiscal year, at $30 per cat, we estimate that 2,856 ($85,688/ $30) cats were spayed and neutered through the RTF program.
7.	There were large decreases in tag sales	Partially Substantiated	See Opportunity for Improvement No. 13
8.	Insufficient outreach/engagement within the community	Unsubstantiated	See Opportunity for Improvement No. 69. There were insufficient records to determine effectiveness.
9.	Patrol trucks are underutilized, and road officers are instructed to leave pets if possible when they are found	Unfounded	Our testing indicated that patrol trucks are adequately utilized based on the number of staff who work daily.
10.	The Animal Care and Adoption center has not implemented any of the recommendations from the Best Friends' Assessment provided to Management in 2018.	Unfounded	Four Recommendations were implemented Six recommendations were partially implemented. Ten recommendations were not implemented. See Appendix B
11.	Questionable P-card usage.	Partially Substantiated	See Opportunity for Improvement No. 78

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
12.	Excessive overtime paid to two employees; it was alleged that both individuals were paid by moving money from somewhere else.	Unfounded	Employee 1 was a salaried employee during the period reviewed and therefore was not eligible for hourly overtime payments. Overtime for employee 2 totaled $3,000 in 2018, $2,469 in 2019 and $1,407 in 2020. The amounts do not appear excessive.
13.	Cage cards are not being effectively utilized to inform potential adopters about the pets and to better facilitate adoptions	Partially Substantiated	See Opportunity for Improvement No. 32
14.	Broward County ACAD may be paying more for printing services due to a lack of competitive solicitation	Unfounded	In 2019, 100% of printing cost was charged by the County's print shop.
15.	Public Records Request takes an excessive amount of time before an acknowledgement is received	Substantiated	See Opportunity for Improvement No. 56
16.	Kennels are pressure cleaned while dogs are still present causing trauma. Despite dogs being taken on walks to perform Kennel cleaning, overspray gets to other pets.	Unfounded	During our daily observations, we noted that dogs were removed or placed on the other side of the guillotine within the run.
17.	Ineffective/insufficient use of chemicals to adequately disinfect kennels.	Partially Substantiated	See Opportunities for Improvement Nos. 9 & 24
18.	Building plumbing design issue results in contaminated water sitting around contributing to bad odors.	Unfounded	We noted no plumbing design issues during our daily observations.
19.	Broward County ACAD has financial constraints	Substantiated	See Opportunities for Improvement No. 1.
20.	Broward County ACAD is unionized and effecting change is difficult	Not in Scope	
21.	ACAD Director does not accept offers of help made by rescue groups and outside entities	Unsubstantiated	We noted no evidence to support this allegation.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
22.	Dogs often cannot be located within the compound	Unsubstantiated	We noted no evidence to support this allegation.
23.	Intake documentation is inadequate	Substantiated	See Opportunity for Improvement No. 27
24.	Animals are misdiagnosed which results in poor treatment and outcomes	Unsubstantiated	We noted no evidence to support this allegation.
25.	ACAD Director is not truthful	Not in Scope	
26.	There are inadequate Spay and neutering services to help curb animal reproduction	Unsubstantiated	See Opportunity for Improvement No. 67
27.	Dogs are underfed and malnourished	Unsubstantiated	See Opportunity for Improvement No. 46
28.	Insufficient Background checks are performed on potential adopters and foster parents. Further, home checks are not performed as required.	Unfounded	Potential adopters and fosters are checked against the "Do-Not-Adopt List" for a history of animal related violations. We found no industry practice for municipal shelters to perform home checks.
29.	"No Access" area is used to hide dogs	Unsubstantiated	We noted no evidence to support this allegation.
30.	Animals were left unattended during Thanksgiving Holiday	Unfounded	Through reviewing surveillance cameras, we noted that between the hours 8am and 2pm staff cleaned kennels, provided the animals with food and water, and interacted with dogs by taking them for walks and engaging them in off-leash play.
31.	Broward County ACAD is overcrowded	Substantiated	This was an issue noted within the Best Friends Shelter and Field Assessment provided to management on December 20, 2018
32.	Animal abuse laws are not utilized or followed at Broward ACAD	Unsubstantiated	We noted no evidence to support this allegation.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
33.	Due to lack of communication with veterinary staff, animals are euthanized even when a hold Is placed on the animal by a rescue group.	Partially Substantiated	One of 60 sampled animals was identified as euthanized even though the animal had a rescue hold. The decision was made by the Veterinarian for medical reasons.
34.	Many Dogs do not have beds	Substantiated	See Opportunity for Improvement No. 19
35.	Neonatal kittens are dying at a high rate due to dehydration. Kittens were left in a box on a shelf overnight with no food, water, or care; the ACAD Director reportedly though it was better to let them take their chances than to kill them	Unsubstantiated	Although mortality rates are above average, we found no evidence to support the allegation cited. See Opportunity for Improvement No. 44
36.	During an evacuation of a homeless encampment in early 2018, In an effort to keep animals with their owners versus animals being taken into the shelter, the Director of ACAD ordered Veterinary Technicians to administer Rabies Vaccines.	Substantiated	We corroborated this incident during interview employee interviews. See Opportunity for Improvement No. 17
37.	ACAD Kennel Staff is not assisting with adoptions	Partially Substantiated	During daily observations, we noted that kennel staff were primarily occupied with sanitation activities during the hours the shelter is open to the public.
38.	Kennel Staff is not wearing uniforms and visitors are not able to tell who are ACAD employees	Unfounded	Based on daily observations performed, Kennel staff is not required to wear t-shirts provided by ACAD identifying them as staff.
39.	Dogs up for adoptions do not have a name or a color-coded behavior classification.	Unsubstantiated	We noted no evidence to support this allegation.
40.	Dogs have behavior dots associated with them that are not accurate.	Partially Substantiated	See Opportunity for Improvement No. 10
41.	ACAD staff is not qualified to perform behavioral assessments of dogs	Substantiated	See Opportunity for Improvement No. 1
42.	Many dogs do not have a collar which presents a challenge when taking the dog out	Substantiated	See Opportunity for Improvement No. 21

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
43.	There are insufficient dog leashes	Substantiated	See Opportunity for Improvement No. 21
44.	Lease for the Pompano Beach Animal Care and Adoption Division awarded unfairly without a RFP and bid process that made it possible for other organizations to apply.	Unfounded	The Board approved agenda item 19-1543 for the award to Good Karma. The lease was awarded under authority of F.S. 125.38. No advertisement was required.
45.	Management decisions on deploying resources in specific locations is not based on data. For example, ACAD plans to have a kitten nursery in the pompano location that will be operated by a Rescue Program which does not have a spay/neuter clinic. Further, based on data feline intake is concentrated in the southern part of the County while the kitten nursery will be located in the northern part.	Unfounded	The Board approved agenda item 19-1543 for the award to Good Karma. The lease was awarded under authority of F.S. 125.38. No advertisement was required.
46.	HVAC Intake is close to exhaust which causes re-circulation of contaminated air.	Substantiated	See Opportunity for Improvement No.4
47.	ACAD Director may have misinformed the public about the funds used to purchase of an awning with an ASPCA banner on it; ACAD Director indicated that the funds utilized were County funds, but informant has indicated that it may have been the ASPCA.	Unsubstantiated	The Industrial Shade Ports were purchased with ASPCA grant funds. We also noted that the shaded areas are appropriately labeled as funded by the ASPCA.
48.	Scooby, Animal ID A2026307 who was a healthy dog, was euthanized before urgent requests were sent out to rescues.	Unfounded	Rescue bulletins were sent to Rescue Partners on January 24 & 27. The animal was euthanized on January 28, 2020.
49.	There was poor planning for increased animal inventory as the shelter moved toward no kill.	Substantiated	See Opportunity for Improvement No. 4
50.	Access to SNIP Voucher are limited and rare	Unsubstantiated	Eight vouchers are released each day, based on the budget available in the sterilization fund.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
51.	Shelter does not solicit feedback and has not implemented a suggestion box/feedback forms to the public despite suggestions to do so.	Substantiated	See Opportunity for Improvement No. 59
52.	Owner attempted to surrender cat and was turned away and told to make an appointment.	Unfounded	Appointments are required for animal surrenders. This is a standard industry practice.
53.	The hiring practices at ACAD are questionable; the most qualified candidates are not being hired.	Unsubstantiated	We noted no evidence to support this allegation.
54.	Enrichment coordinator is cleaning cages and not focusing on enrichment.	Substantiated	See Opportunity for Improvement No. 11
55.	ACAD Marketing efforts are weak.	Partially Substantiated	See Opportunity for Improvement No. 70
56.	Whiteboards used to track dog enrichment is not working well.	Substantiated	See Opportunity for Improvement No. 11
57.	Dogs are not getting assessed in a timely manner	Substantiated	See Opportunity for Improvement No. 10
58.	There are not enough volunteers	Substantiated	See Opportunity for Improvement No. 12
59.	There is insufficient Parking	Substantiated	See Opportunity for Improvement No. 18
60.	Monthly statistics are not posted in a timely manner	Unfounded	Management's process is to issue monthly reports within approximately 40 days from the end of the reported month.
61.	A lot of Cats are being "Returned to Field" and there is a possibility that domesticated cats are being treated like a feral cat to improve statistics.	Unsubstantiated	We noted no evidence to support this allegation.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
62.	A Dog Trainer who currently assists with Dog training at ACAD and has been successful with rehabilitating dogs that were being considered for euthanasia applied to be the enrichment coordinator and did not get an interview.	Unsubstantiated	Hiring process was administered and coordinated by the Broward County Human Resources. We noted no evidence to support this allegation.
63.	The Outcome Report is excluding Euthanized animals	Unsubstantiated	We noted no evidence to support this allegation.
64.	There is a toxic relationship between volunteers and ACAD staff which is an impediment to achieving the common goal of saving animals and ensuring they are well taken care of.	Partially Substantiated	See Opportunity for Improvement No. 12
65.	There is an uptick in dog euthanasia.	Unfounded	We independently validated the dog euthanasia numbers are declining (1280 in 2017, 722 in 2018, 456 in 2019)
66.	There are not enough kennel staff and the shelter cannot operate without volunteers. Volunteers are the main point of contact with visitors; staff often don't have the time to help visitors.	Substantiated	See Opportunity for Improvement No. 1
67.	There is no culture of safety at the shelter; for example, there is no evacuation plan, no safety training and formal safety protocols	Substantiated	See Opportunity for Improvement No. 64
68.	Not enough kennel staff to be present throughout the kennels when members of the public are walking through.	Substantiated	See Opportunity for Improvement No. 1
69.	Volunteers are mistreated and terminated if they are outspoken and expose what occurs in the shelter.	Unsubstantiated	We noted no evidence to support this allegation.
70.	Water Bowls are never sanitized	Unfounded	Based on daily observations performed, water bowls are sanitized daily during cleaning and filled with fresh water.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
71.	ACAD is not following up with Microchip implanters in instances where they are unsuccessful in getting in touch with the pet owner.	Unsubstantiated	We noted no evidence to support this allegation.
72.	ACAD has inflated positive outcomes with TNR surgeries and cruel abandonment of adoptable cats into the community and has increased spending while not addressing these existing issues at the shelter.	Unsubstantiated	We no evidence to support this allegation.
73.	Broward ACAD may potentially be contracting with a third-party trainer without an appropriate bid process for dog training and/or enrichment. There is an advertising booth inside ACAD, and it may be part of the compensation for dog rehabilitative procedures.	Unfounded	The total amount paid to the third party was $3,500 which is under the required bid amount. Purchasing Division policy requires one quote; therefore, the transactions were properly handled.
74.	Volunteers hosting fundraisers through Facebook are not allowed to share the fundraising link on the ACAD Facebook page to assist with the outcomes of the shelter animals.	Unsubstantiated	We noted no evidence to support this allegation.
75.	Field service calls are not addressed and responded to timely.	Substantiated	See Opportunity for Improvement No. 51
76.	Animals in isolation are neglected and placed in quarantine inappropriately.	Unfounded	We determine that the dogs in isolation as of February 4,2020 were there for appropriate reasons based on analysis of data within Chameleon.
77.	Kennel Staff documented fraudulent behavioral notes on Animal A2066277, Don Cheadle, following an assessment by an outside third-party trainer.	Unsubstantiated	We noted no evidence to support this allegation.
78.	During the shutdown of the Shelter, animals will be left in filth and not walked.	Unfounded	Based on observations performed during lockdown, dogs are walked, and the shelter is cleaned daily.
79.	Rabies Clinic was not appropriately staffed and controlled which caused a dog fight.	Substantiated	See Opportunity for Improvement No. 47

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
80.	Feline pictures look awful.	Partially Substantiated	See Opportunity for Improvement No. 31
81.	Dogs are missing from the PetHarbor website.	Unsubstantiated	We noted no evidence to support this allegation.
82.	A not-for-profit organization, Friends of Broward Animal Care, has been fundraising using that name, giving the appearance that it is affiliated with Broward County Animal Care and Adoption.	Substantiated	The not-for-profit organization changed its name in October 2, 2018.
83.	An X-Ray machine donated in June 2018 was installed in March 2020.	Substantiated	Based on auditor review, this allegation was substantiated.
84.	Animal intake in April 2020 has declined by approximately 63% in comparison to April 2019. Conversely, euthanasia has increased by approximately 23% in April 2020 in comparison in April 2019, even though the shelter is closed to the public due to the COVID-19 pandemic.	Substantiated	The data provided in the allegation is correct.
85.	ACAD seems to be doing some type of fundraiser with a local 501c3 organization associated with a member of the animal advisory board. The impression is the money is for the shelter but is going through the organization associated with a member of the animal advisory.	Partially Substantiated	See Opportunity for Improvement No. 61
86.	ACAD killed a cat at intake unjustifiably without sending out a rescue blast.	Unfounded	Standard Operating Procedures require euthanasia when a cat is diagnosed with Feline Immunodeficiency Virus. Further, the cat was showing signs of ataxia, which is related to rabies, and having bit a person, the cat was euthanized.
87.	Senior animals are not receiving bloodwork during intake	Unfounded	The ACAD Assistant Director explained that this practice is not a policy of the shelter, it is not noted in any of the intake related policies and procedures, and that is not common practice in municipal shelters.

Appendix B – PRIOR RECOMMENDATIONS

Follow up on Recommendations on Prior Report Recommendations

During the course of our audit, we followed up on the implementation status of previous recommendations from the following audit reports:

- Best Friends Shelter and Field Assessment for Broward County Animal Care and Adoption Division, December 20, 2018 (BFSFA)

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 1	Saving kittens: The population most at risk of dying in the shelter is kittens. The following points focus on industry best practices to reduce intake and increase positive outcomes for kittens. A full-scale community cat program; Disseminate found kitten information; Return kittens to their mothers.		X	
BFSFA 2	Capacity for care: Broward County Animal Care and Adoption Center is operating above capacity for care. Reduce number of animals or increase number of staff.		X	
BFSFA 3	Sanitation and safety: Adequate standard operating procedures (SOPs) and protocols exist for proper and humane sanitation and safety. However, due to the high standing population and inadequate staffing positions, these SOPs and protocols are unable to be followed." Reduce number of animals or increase number of staff.		X	
BFSFA 4	Enrichment: While it is obvious that the staff care a great deal about each individual animal, enrichment is not something that the animals are receiving due to lack of adequate staffing levels. We recommend increasing kennel staffing levels and incorporating enrichment, which can be simple and free, into the daily routine.		X	
BFSFA 5	Reclaim fees: The current schedule of fees for citizens to reclaim their pets, which was put in place to promote responsible pet ownership, is ineffective in achieving that goal and is a major barrier to achieving and sustaining No Kill in the community. We recommend allowing and empowering staff to waive fees on a case-by-case basis to stop this ineffective cycle.	X		

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 6	Transfer from other municipalities: There are several communities within the County that transfer animals into the Broward facility. These municipalities have their own animal control programs and facilities and may or may not have had an MOU with Broward. Broward should closely examine any agreements they may have in place and build a contract that includes fair compensation for taking animals from other areas if they choose to continue the practice.			X
BFSFA 7	Managed intake: The shelter is doing managed intake for owner surrenders, an industry best practice to reduce intake and better manage population flow. To increase owner retention, intake staff need more resources to offer the public. They also recommend discontinuance of accepting animal surrenders received by the Sheriff. Reducing the intake hours, so the shelter is more focused on getting animals out rather than taking them in.		X	
BFSFA 8	Communication and culture were identified as priority areas for improvement. There is an unintentional lack of internal transparency and a loss of rationale behind decisions as they make their way down the chain of command." Solidify unity of command: make sure all decisions are clearly conveyed and understood down the chain; Host structured monthly meetings for all staff; Ensure that management and supervisors are briefed individually in private prior to the meetings, so that the person leading the meeting has a full understanding of what is being discussed; Host daily briefings and roll-call for field officers; Create monthly reports outlining important stats and stories; Include the rationale behind policy changes and encourage feedback from staff; Increase internal transparency; Provide management, supervisory and leadership training, or coaching for all of those acting in a supervisory capacity.	X		
BFSFA 9	Post-adoption follow-up and returns: Broward County Animal Care and Adoption Center has excellent client services and adoption policies and practices. However, they do not have robust post-adoption follow-up and support to ensure maximum retention of the animals adopted.			X

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 10	Volunteer and Foster Programs: The shelter has the necessary infrastructure to dramatically improve their volunteer and Foster Programs." Partake in a robust volunteer mentorship program; Review of the current requirements and the exploration of alternative methods for processing applicants, such as outsourcing it if the County cannot expedite the background checks.		X	
BFSFA 11	Training for dispatchers: Many of the calls being dispatched to the field officers come through the County's 311 system. It became obvious rather quickly that the individuals taking these calls had not received adequate training.			X
BFSFA 12	Officers as transporters: Officers act as transporters daily, bringing animals from the shelter to pet supply stores that act as adoption centers for the animals. This takes a considerable amount of time from the officers, which results in either animal control complaints being backlogged or officers rushing through calls to clear as many as they can before being pulled off the road to do transports." This practice should be discontinued and/or additional transport staff should be hired.			X
BFSFA 13	Mandated training for officers: Florida state law 828.27{4){a)(1) mandates that all animal control officers receive 40 hours of approved training to become a certified officer and then, according to 828.27(4)(a)(3), they must receive four hours of continued education every two years to maintain their status. Most officers claim to have not received the required training or much, if any, training at all in the past several years.	X		
BFSFA 14	Getting community support: There is ample opportunity to engage the community in a diversified development strategy to assist with some of the costs necessary for Broward County Animal Care and Adoption Center to achieve and maintain No Kill. Currently, the program project coordinator is limited to seeking funds via grant applications, but there are huge missed opportunities by not utilizing her skill set in soliciting funds from individuals and community foundations.	X		
BFSFA 15	Transport program: While other recommendations throughout this assessment need to be implemented to resolve the root causes of the dog overpopulation situation, transporting animals north to No Kill communities can help address the immediate need.			X

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 16	Strategic spay/neuter services: Being able to provide free or low-cost spay/neuter of owned animals is key to reducing the population of homeless animals in the community and a cornerstone to reducing shelter intake. Broward County Animal Care and Adoption Center is helping to provide this service to citizens through the online voucher program, but there is a missed opportunity with the pop-up mobile clinic that the County pays for through a contract with a local animal welfare organization." We recommend looking into this current contract/ program and working to revise it, so the mobile clinic is stationed in strategic areas to allow maximum impact based on statistical data.			X
BFSFA 17	Community outreach and engagement: The shelter needs to increase the level of engagement with the local community and create inroads to build relationships.			X
BFSFA 18	Public perception of animal control: According to most, if not all, field officers and staff in general, the community's current perception of animal control needs to be improved." Field officers should attend community-based meetings to discuss animal control issues and spend time meeting residents and dogs in dog parks handing out free supplies and informational materials to residents waiting in line at vaccination clinics and other community events.			X
BFSFA 19	Role of animal control officers in the field: Within the ranks, there are differences of opinion on how to approach animal control field operations. Some favor a more balanced approach, attempting to aid residents in solving problems, while others rely strictly on enforcing the law." We recommend switching up the teams so that officers can see how others are performing their daily duties successfully. Supervisors should plan to spend time on the road with various officers to get a sense of their philosophical beliefs.			X
BFSFA 20	Focused marketing: We recommend the implementation of a focused marketing strategy to engage the entire community in achieving and sustaining No Kill. Marketing efforts need to contain calls to action to give citizens tangible ways to get involved in achieving and sustaining their community's No Kill status.			X

Appendix C – Net Available Work Hours

The net available work hours calculation is based on our recommendation that ACAD open seven days per week. The County provides 10 paid holidays so ACAD will be in operation *(365 days – 10 Holidays)* 355 days.

8-hour Schedules

Pursuant to collective bargaining agreements, for each day worked, an employee working a standard 8-hour schedule is entitled to paid breaks and adjustments as follows:

- Two 15-minute breaks
- A time adjustment of 30 minutes

Therefore:	Daily Productive Hours	= 7 hours (8 hours – 1 hour)
	Daily Non-Productive Hours	= 1 hour
	Total Weekly Productive Hours	= 7 hours x 5 days = 35 hours
	Total Annual Productive Hours	= 35 hours x 52.14 weeks = 1825 hours

From Total Annual Productive Hours above, employees are eligible to accrue leave as follows

- **Annual leave** - Annual varies with years of service. For the purpose of calculation, we used the median rate of 4.62 hours for each of 26 pay period.
- **Sick Leave** - We calculated sick leave at 3.69 hours for each of 26 pay periods.
- **Job Basis Leave** – For eligible employees, an additional 40 hours is provided annually
- **Personal Days** – 2 Personal Days
- **Holidays** – The County provides 10 paid holidays.

Table AJ shows the net available work hours for an employee working 8-hour schedule per day. Our calculation assumes all leave is taken each year.

Table AJ
Calculation of Net Available Work Hours for 8-Hours Schedule:

Annual Productive Hours per FTE	
Total Annual Productive Hour	1825
LESS:	
Annual Leave [4.62 hrs. x 26 pay periods]	120.12
Holiday and Personal Days [(10+2) x 7)	84
Sick Leave [3.69 hrs. x 26 pay periods]	95.94
Net Available Work Hours (Non-Job Basis Eligible)	**1,525**
Net Available Work Hours (Job Basis Leave Eligible)	**1,485**

Source: Prepared by Office of the County Auditor

10-hour Schedules

Based on our recommendation to move employees in Kennel Operations to a 10-hour schedule, 4 days a week, we also calculated the resulting net available work hours.

Pursuant to collective bargaining agreements, for each day worked, an employee working a standard 10-hour schedule is entitled to paid breaks and adjustments as follows:

- Two 20-minute breaks
- A time adjustment of 30 minutes

Therefore:	Daily Productive Hours	= 8.83 hours (10 hours – 1.17 hours)
	Daily Non-Productive Hours	= 1.17 hour
	Total Weekly Productive Hours	= 8.83 hours x 4 days = 35.32 hours
	Total Annual Productive Hours	= 35.32 hours x 52.14 weeks = 1842 hours

From Total Annual Productive Hours above, employees are eligible to accrue leave as follows

- **Annual leave** - Annual varies with years of service. For the purpose of calculation, we used the median rate of 4.62 hours for each of 26 pay period.
- **Sick Leave** - We calculated sick leave at 3.69 hours for each of 26 pay periods.

- **Job Basis Leave** – For eligible employees, an additional 40 hours is provided annually
- **Personal Days** – 2 Personal Days
- **Holidays** – The County provides 10 paid holidays.

Table AK shows the net available work hours for an employee working 10-hour schedule per day. Our calculation assumes all leave is taken each year.

Table AK
Calculation of Net Available Work Hours for 10-Hours Schedule:

Annual Productive Hours per FTE	
Total Annual Productive Hour	1842
LESS:	
Annual Leave [4.62 hrs. x 26 pay periods]	120.12
Holiday and Personal Days [(10+2) x 8.83)	105.96
Sick Leave [3.69 hrs. x 26 pay periods]	95.94
Net Available Work Hours (Non-Job Basis Eligible)	**1,520**
Net Available Work Hours (Job Basis Leave Eligible)	**1,480**

Source: Prepared by Office of the County Auditor

Appendix D – Management's Response

BERTHA W. HENRY, County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

MEMORANDUM

DATE: December 10, 2020

TO: Robert Melton, CPA, CIA, CFE, CIG
County Auditor

FROM: Bertha Henry
County Administrator

RE: Management Response to the Office of the County Auditor's Audit of the Animal Care and Adoption Division

The Environmental Protection and Growth Management Department (EPGMD) and the Animal Care and Adoption Division (ACAD) have reviewed the Office of the County Auditor's Audit Report (the Audit) and submits the following as Management's Response.

EPGMD and ACAD agree with many, partially agree with some, and disagree with some of the 135 recommendations within the Audit Report. Of note, Management acknowledges that improvements can be made (and some have since been implemented) to ACAD kennel operations, but Management does not fully agree with the conclusion that programs and processes do not adhere to best practices or the law and are not operating effectively. Management concurs with the Audit conclusion that personnel are adequately trained, and that generally assets, revenue, and expenses are handled and accounted for appropriately. Management appreciates that Opportunities for Improvement are included in the Audit, emphasizes that these have been carefully reviewed, and notes that many are being implemented or have already been implemented since the Audit.

This Audit is one of four assessments that have been completed over the last many months. The other assessments were completed by organizations that specialize in various aspects of animal care: Maddie's Shelter Medicine Program (University of Florida – College of Veterinary Medicine), Best Friends Animal Society, and American Pets Alive!.

The issues identified within these assessments are primarily attributable to the following circumstances: 1) an extended period without consistent ACAD leadership; 2) rushing to implement the "no-kill" philosophy when the necessary cultural evolution requires a long term commitment to continuous operational improvements (For example, San Francisco began the process in 1994 and "completed" the transformation in 2012); and 3) challenging relationships and competing priorities within the animal care community.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

December 10, 2020
To: Robert Melton, County Auditor
Re: Management Response to ACAD Audit

The Audit (and the other assessments) confirm ACAD's performance issues are due in large part to the aforementioned circumstances. While many of these performance issues have been addressed during the course of the Audit, it is understood that significant fundamental changes must still occur. Accordingly, the following steps have been undertaken:

First, EPGMD and ACAD emphasize their commitment and dedication to:

- The intent behind the "no-kill" community philosophy, as described in Broward County Resolution 2012-271.
- Working with the Animal Care Advisory Committee on goal setting and long-range planning as described in Section 12.289 of the Broward County Administrative Code.
- Successful partnerships with the animal care community, including ACAD volunteers.
- Publishing and then refining a dashboard of activity at ACAD, updated daily, that provides public transparency to key shelter operation metrics. (This process has already begun under the Acting Director.)
- The American Veterinary Medical Association's Guidelines for Standards of Care in Animal Shelters.

Second, EPGMD has hired a new ACAD Director specializing in animal care programs whose focus will (and experience does) include building trust and communication with the animal care community and developing a true, collaborative team effort (to include the Humane Society of Broward County, Rescue Groups, Fosters, Volunteers, elected officials, and community service partners) toward the betterment of Broward County's pet population welfare.

Third, EPGMD is in the process of using an executive search firm to hire a new ACAD Assistant Director who will specialize in Operations and whom will be responsible and accountable for ensuring the shelter is operated in a clean, safe and sanitary manner at all times.

Fourth, EPGMD has committed two significant resources [Broward's County's Environmental and Consumer Protection Director and the Environmental Planning and Community Resilience Business Manager (the latter with ten years previous experience at ACAD)] to assist the incoming Directors with acclimating to the Broward County organization as efficiently as possible. Both resources will be dedicated to ACAD until the new Director and Assistant Director are familiar with the organization and fully able to independently address the challenges facing ACAD.

Fifth, using the multiple assessments as guidance and under the new leadership, ACAD will within 180 days of January 25, 2021 (the new Director's start date) develop and provide to the Board a "reset" strategic plan for developing ACAD into a world class animal shelter.

Sixth, ACAD will implement the "reset" strategic plan and provide quarterly updates to the Board until such time as the Board determines these updates are no longer desired.

December 10, 2020
To: Robert Melton, County Auditor
Re: Management Response to ACAD Audit

EPGMD and ACAD thank the Auditor for the extensive efforts undertaken in support of developing ACAD into the premier animal care organization it is intended to be and looks forward to using the Audit feedback as part of ACAD's ongoing improvement.

C: Mayor and Broward County Commissioners
Monica Cepero, Deputy County Administrator
Kevin Kelleher, Assistant County Administrator
Leonard Vialpando, Director, Environmental Protection and Growth Management
Jeffery Halsey, Acting Director, Animal Care and Adoption Division

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

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

Town Council
Steve Breitkreuz, ***Mayor***
Gary Jablonski, ***Vice Mayor***
Jim Allbritton, ***Council Member***
Bob Hartmann, ***Council Member***
David Kuczenski, ***Council Member***

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 12/16/2021
SUBJECT: SWRVFRD Fire Services Provider

Recommendation
To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

C. Reliable Public Safety

Background
The Town was awarded a $46,377.50 grant from the Division of State Fire Marshall's FY 2021/2022 Florida Firefighter Assistance Program to purchase five (5) Self-Contained Breathing Apparatus (SCBA) with no required Town match.

The Florida Legislature created the Grant Program within the Division of State Fire Marshal to improve the emergency response capability of fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities.

The grant requires an Ordinance, Resolution, or Charter from the Town that shows the

Southwest Ranches Volunteer Fire Rescue is an authorized fire service provider for the Town.

Fiscal Impact/Analysis
None.

Staff Contact:
Emily McCord Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
SWRVFRD Fire Service Provider Reso - TA Approved	12/15/2021	Resolution

RESOLUTION NO. 2022 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC. AS AN AUTHORIZED PROVIDER OF FIRE SERVICES TO THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southwest Ranches Volunteer Fire-Rescue, Inc. is a volunteer fire department that services the Town of Southwest Ranches; and

WHEREAS, Southwest Ranches Volunteer Fire-Rescue, Inc. has been an authorized provider of fire services to the Town of Southwest Ranches since the Town's incorporation on June 6, 2000; and

WHEREAS, it is the best interest of the Town to confirm the relationship between the Town and Southwest Ranches Volunteer Fire-Rescue, Inc. in the form of a Resolution so that the Town can assist its volunteer fire department in applying for and receiving applicable grant funding.

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 confirms that Southwest Ranches Volunteer Fire-Rescue, Inc. is an authorized provider of fire services to the Town of Southwest Ranches.

Section 3. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		

_____
Steve Breitkreuz, Mayor

Attest:

_____
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.821.01

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM | October 14, 2021 | 13400 Griffin Road

Present:
Mayor Steve Breitkreuz
Vice Mayor Bob Hartmann
Council Member Jim Allbritton
Council Member Gary Jablonski
Council Member David S. Kuczenski

Andrew Berns, Town Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, Town Financial Administrator
Richard Dewitt, Assistant Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation for Arbor Day

Assistant Town Administrator/Town Clerk Muñiz read the proclamation into the record.

4. Presentation on Coyotes by Kristen Hoss

A presentation was provided by wildlife biologist Kristen Hoss on coyotes to educate residents due to the growing coyote problem in the Town.

5. Public Comment

The following members of the public addressed the Town Council: Catalina Stubbe and Terri Fernandez.

6. Board Reports

There were no Board reports.

7. Council Member Comments

Vice Mayor Hartmann spoke about the coyote problems that have happened in the past and present and thanked Parks, Recreation and Open Space Manager December Lauretano-Haines for arranging the coyote presentation. He then spoke about the historical building located at the Southwest Meadows Sanctuary and presented drone footage to show the deteriorated condition of the building as well as the infestation of bees. He suggested to the Town Council to have Davie Detective Jeff Hobales, who is also a beekeeper, come up with a plan to lure the bees out of the building so it can then be inspected, and a decision can be made about it's future. Last he spoke about the Charter Review Committee and how pleased he is with their commitment to coming up with ideas to help protect the Town's rural lifestyle.

Council Member Jablonski spoke on upcoming events in the Town such as the Country Estates Park Entrance Contest, the Rural Arts Committee Holiday Lights Contest, the Broward County Property Appraiser outreach event and the SWR Parks Foundation Chili Fest and Car Show. He advised the public the Town has partnered with UrgentMed for COVID-19 testing and vaccinations

administered on Town Hall property. Council Member Jablonski spoke about attending the trial proceedings between the City of Pembroke Pines and the Town of Southwest Ranches and stated how interesting it was.

Council Member Kuczenski designated Catalina Stubbe to the Parks, Recreation, Forestry and Natural Resources Advisory Board as his appointee. He thanked the individual that cleared off the overgrowth that was covering the Southwest Ranches sign. He stated he was going to attend the trial the following day and expressed how important it is for our Town. Council Member Kuczenski reminded the public to take their key fobs out of their cars and lock them. He advised FPL is replacing a lot of light poles on Stirling Road between Volunteer Road and Flamingo Road and since the swales and asphalt are getting torn up, he wanted to follow up and make sure whatever was destroyed will be repaired or replaced. He thanked a resident for showing up and expressing her concerns and asked Mayor Breitkreuz to drive down Stirling Road from Holatee Trail toward Hancock Road to see a property's lawn that was very overgrown. Last, Council Member Kuczenski reminded the public to bring in their animals at night. Council Member Jablonski asked Town Administrator Berns if the Town can hire its contractor to cut the overgrown lawn and charge the owner to which Town Administrator Berns answered yes, due to the possible threat of coyotes congregating within the high grass.

Council Member Allbritton spoke about how interesting the ongoing trial between the City of Pembroke Pines and the Town of Southwest Ranches, he spoke about the Vice Mayor Hartmann's drone footage and working with Parks, Recreation and Open Space Manager December Lauretano-Haines on moving the historical building and restoring it. Last, he announced the Public Safety Committee will start meeting in January 2022 and thanked the Davie Police for their diligence in slowing down the speeding drivers within the Town.

Mayor Breitkreuz thanked the Town Council for speaking on the topics he had planned to speak on.

8. Legal Comments

Assistant Town Attorney Dewitt had no comments.

9. Administration Comments

Town Administrator Berns stated there has been good progress made with the license plate readers and he will update the Town Council at the October 28th council meeting. He mentioned the Town Council meeting was being livestreamed on the Town's YouTube channel. Town Administrator Berns advised the results from the town survey will be presented at the October 28th Council meeting as well. He spoke about the stolen car issues in the Town and advised the residents to remove their key fobs and lock their cars. Lastly, Town Administrator Berns called upon Public Works Director/Town Engineer Rod Ley to speak about the rating received by the Town from FEMA.

Ordinance – 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING A PORTION OF UNIMPROVED 49 STREET RIGHT-OF-WAY

RECORDED IN O.R. BOOK 38262, PAGE 1888 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING A PORTION OF PARCEL "B," ALDERMAN PARCELS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 172, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF SW 49 STREET EXTENDING 330 FEET ON EITHER SIDE OF SW 192 TERRACE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-29-21) **{Approved on First Reading September 23, 2021}**

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING A PORTION OF UNIMPROVED ROAD EASEMENT RECORDED IN O.R. BOOK 19831, PAGE 475 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING A PORTION OF TRACT 64 IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION," ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF SW 54TH PLACE BETWEEN SW 207 TERRACE AND SW 208 LANE AND A PORTION OF SW 207TH TERRACE EXTENDING APPROXIMATELY 650 FEET NORTH OF SW 54 PLACE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-30-21) **{Approved on First Reading September 23, 2021}**

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES LLC IN THE AMOUNT OF SIXTY-SIX THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS ($66,184.00) FOR THE SW 202ND AVENUE AND SW 50TH STREET DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APROVING A BUDGET AMENDMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. Approval of Minutes

- **a. July 29, 2021, Regular Meeting**
- **b. August 12, 2021 Regular Meeting**
- **c. August 26, 2021 Regular Meeting**
- **d. September 20, 2021 Executive Session**

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

MOTION: TO APPROVE THE JULY 29, AUGUST 12, AUGUST 26, 2021 REGULAR MEETING AND THE SEPTEMBER 20, 2021 EXECUTIVE SESSION MINUTES.

14. Adjournment

Meeting was adjourned at 8:41 p.m.

Respectfully submitted:

_____

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 16th day of December 2021.

_____

Steve Breitkreuz, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM	October 28, 2021	13400 Griffin Road

Present:
Mayor Steve Breitkreuz
Vice Mayor Bob Hartmann
Council Member Jim Allbritton
Council Member Gary Jablonski
Council Member David S. Kuczenski

Andrew Berns, Town Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, Town Financial Administrator
Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Representative Robin Bartleman – Introduction of High School Fellows & Upcoming Legislative Session

4. Community Survey Results – Andrew Berns, Town Administrator

Town Administrator Berns stated the 2021 Community Survey was mailed to all 2,654 households via the Town Newsletter with a total of 110 surveys completed and returned. Even with the low return, the data collected was very informative. He provided demographics from the survey and cautioned the public the results may not be a complete representation due to the low response. According to the survey, the top three reasons residents choose to live in Southwest Ranches are: maintaining rural lifestyle 96%, reasonable property taxes 80% and good Town services. Town Administrator Berns outlined areas of resident satisfaction, such as professional staff, availability to answer questions and building department customer service. Areas where resident satisfaction decreased were code enforcement, planning and zoning, and trash, bulk and recycling. Town Administrator Berns stated the resident ratings of Town Services ranked highest to lowest with Police and Fire at the top and the building department, planning and zoning and code enforcement at the bottom. He also outlined the opportunity for improvement regarding the level of access to Town information and stated the Town may need to rethink how it releases information to the residents so that it reaches as many as possible. Town Administrator Berns spoke on what the residents felt the Town needs to focus on which was maintaining the rural lifestyle, cut through traffic, speeding and maintaining roads. Other opportunities for improvement mentioned were drainage improvements, reducing noise, litter and traffic and improve sanitation services which the Town was formulating a plan to improve.

5. Public Comment

The following members of the public addressed the Town Council: Michelle McBride and Marianne Allen.

6. Board Reports

There were no Board reports

7. Council Member Comments

Vice Mayor Hartmann had no comments.

Council Member Kuczenski thanked the public for coming out to the meeting and advised the pile of dirt located on the southeast corner of I-75 and Griffin Road will not become a Park and Ride. He thanked Representative Bartleman for introducing the Fireworks Bill at the Legislative Session and thanked Davie Police for enhanced traffic enforcement.

Council Member Allbritton spoke about the missing green "Slow Down" signs in District three and advised the residents to let him know if someone needs a new sign. He is looking forward to working on the Public Safety Committee with Town Administrator Berns to address some of the issues outlined in the Community Survey. Council Member Allbritton advised he had contacted Kevin Hart of the South Broward Drainage District about the Green Meadows drainage project. It is in the second phase of the project and will probably be the first district that is finished in the next 3 to 4 years. Council Member Allbritton is concerned about the canal that is being affected by the project. He stated he would be going door to door with a letter for the area residents to sign to allow him to go into their yard and clean the canal at no cost to them. Lastly, Council Member Allbritton reminded the public to fill out the entry form for the Holiday Lights Contest.

Mayor Breitkreuz wished a wonderful Diwali to the Sikh and Hindu Communities. He reminded the residents the Town has the COVID-19 vaccination and testing site on Town Hall grounds. Mayor Breitkreuz spoke about the Town Parks and if any of the residents have any questions, suggestions or concerns, to attend the Parks, Recreation, Forestry and Natural Resources advisory board meetings. Mayor Breitkreuz spoke about the advisory boards and Robert's Rules of Order (RRO). He asked Town Attorney Poliakoff if there is a way to let the chair of each board waive RRO on certain issues in order to allow them to run the meeting. He felt that RRO can be too stringent for an advisory board and can make for a difficult meeting. Town Attorney Poliakoff advised the Town Charter states that RRO must be followed unless the Town Council adopts an alternate rules of order for the boards to follow, which can be done by ordinance. Mayor Breitkreuz stated he didn't want to move away from RRO. A discussion was had between Mayor Breitkreuz and Town Attorney Poliakoff for a solution to which Town Attorney Poliakoff said he would draft an ordinance and send it to Mayor Breitkreuz for his thoughts and approval. Vice Mayor Hartmann wasn't comfortable allowing an advisory board chair to make the decision to waive RRO on their own. He suggested the advisory board take a vote to waive RRO instead. Mayor Breitkreuz didn't want to add more bureaucracy to an advisory board meeting. Council Member Kuczenski stated rules provide structure and stepping outside those rules could open a board member or the Town to legal troubles. Council Member Jablonski wasn't comfortable rewriting RRO and he would like to see specific examples before he could get to the next step. Mayor Breitkreuz was concerned with the direction the discussion was taking and decided to end the discussion and move on. Last, Mayor Breitkreuz spoke about Waste Pro garbage pickup service and how the world of garbage pickup has changed since the last contract was negotiated. He asked the residents of the Town to let him know what is most important to them regarding trash pickup so when contract

negotiation begins, Town Council will work toward a contract that will best meet the needs of the residents.

Council Member Jablonski asked Mayor Breitkreuz about setting up a workshop in February/March 2022 to discuss the upcoming solid waste contract RFP and Mayor Breitkreuz agreed. Council Member Jablonski announced the November DMV Event was cancelled. He announced upcoming events such as the Parks Foundation Chili Fest and Car Show and the Country Estates Front Entrance Design Contest. Lastly, Council Member Jablonski along with Assistant Town Administrator/Town Clerk Muñiz, provided a PowerPoint presentation outlining the steps necessary to acquire a level 1 fill permit. Council Member Kuczenski asked what Broward County charged for their part of the fill permit process and Council Member Jablonski stated $35.00.

8. Legal Comments

Town Attorney Poliakoff clarified Broward County has full control of the fill permit process and the Town had tried to get Broward County to release control which they refused. He also suggested residents should try to go through the fill permit process in the dry season as it makes a big difference in the wetland determination process. Town Attorney Poliakoff spoke about the P3 tenant on the old CCA property and indicated their due diligence period had come to an end. He would like the Town Council to decide whether to terminate the Town's agreement with them. He advised Town Administrator Berns would meet with the Town Council one on one to discuss their decision. Lastly, Town Attorney Poliakoff provided an update on the court proceedings between the Town of Southwest Ranches and City of Pembroke Pines.

9. Administration Comments

Town Administrator Berns provided an update on the traffic signal improvements at Sheridan Street and Volunteer Road. He advised the Code Hearing that was scheduled for November 2 was rescheduled to November 16 due to a scheduling conflict with the Magistrate. Town Administrator Berns advised the contractor that was selected to perform the guardrails along Hancock Road had gone out of business and the Town is in the process of moving on to the next responsive vendor. Lastly, Town Administrator Berns advised he had provided Representative Bartleman the Town's requests for the upcoming year's Legislative Session.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING A GRANT AGREEMENT IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($250,000.00) WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) TO DEVELOP A TOWN-WIDE STORMWATER MASTER PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS IN THE AMOUNT OF SEVEN HUNDRED SEVENTY THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND ZERO CENTS ($770,146.00) TO COMPLETE THE BROWARD COUNTY SURTAX FUNDED TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 196TH LANE, SW 199TH AVENUE, SW 201ST TERRACE, SW 202ND AVENUE, SW 48TH STREET, SW 48TH PLACE, SW 49TH COURT, SW 50TH PLACE, AND SW 50TH MANOR (BC-SWRANCHES-FY2020-00002); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. IN THE AMOUNT OF EIGHT HUNDRED EIGHTY THOUSAND NINETY-ONE DOLLARS AND THIRTY CENTS ($880,091.30) TO COMPLETE THE BROWARD COUNTY SURTAX FUNDED TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SINGLE SOURCE AGREEMENT WITH VETTED SECURITY SOLUTIONS, INC. (VSS) FOR THE INSTALLATION OF A TOWN-WIDE LICENSE PLATE READER SYSTEM; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021/2022 BUDGET FOR MACHINERY AND EQUIPMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS ($344,400.00); AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT WITH BROWARD COUNTY SUPERVISOR OF ELECTIONS JOE SCOTT FOR MUNICIPAL ELECTIONS SERVICES; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. Adjournment

Meeting was adjourned at 9:06 p.m.

Respectfully submitted:

_____

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 16th day of December 2021.

_____

Steve Breitkreuz, Mayor

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

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM | November 18, 2021 | 13400 Griffin Road

Present:
Mayor Steve Breitkreuz
Vice Mayor Bob Hartmann
Council Member Jim Allbritton
Council Member Gary Jablonski
Council Member David S. Kuczenski

Andrew Berns, Town Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, Town Financial Administrator
Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. American Heart Association - 2021 Gold Plus Award Presentation -Davie Fire Chief Julie Downey

Davie Fire Chief Julie Downey introduced Assistant Chief Jorge Gonzalez who oversees EMS Training. Assistant Chief Gonzalez advised that the American Heart Association (AHA) recognized Southwest Ranches Volunteer Fire Rescue (SWRVFR) Department with the 2021 Gold Plus Award for managing cardiac emergencies. This was the first year that the AHA allowed a joint agency application to be included with Davie Fire Rescue's nomination. Assistant Chief Gonzalez presented the award to SWRVFR Chief Lee Bennett. Fire Chief Downey further advised that at a recent Davie Town Council meeting the State Fire Marshall presented Davie Fire Rescue with a plaque and letter recognizing their successful compliance inspection with the standards outlined in Florida Statute 633.502 and Florida Administrative Code 69A-62.

4. Introduction of Davie Police Chief Steve Kinsey

Davie Police Chief Steve Kinsey formally introduced himself to the Town Council in person. Vice Mayor Hartmann spoke about the significant investment that the Town has placed in the License Plate Reader (LPR) program. He asked for some assurance how the LPRs are being used so that there is no misuse. Chief Kinsey introduced Lieutenant Steve Bart, who manages the Davie Police LPR program. Lieutenant Bart advised that the LPRs are used for patrol use and for investigative use. For patrol use, officers who are signed on to the system can get alerts for stolen vehicles and stolen license plates. For investigative use, if a crime trend emerges or a lead on a stolen car becomes available that information can be plugged into the database and they'll be able to track that vehicle if it should come into the Town.

Vice Mayor Hartmann asked if Lieutenant Bart had been given our policy. He indicated he would review it. Vice Mayor Hartmann also asked how Davie Police will ensure that their officers will not use the system inappropriately. Lieutenant Bart advised that he reviews the officer's activity within the system on a monthly basis to ensure compliance. He further advised that a Davie Police procedure requires that any paperwork generated as a result of an LPR "hit" must be reported. Vice Mayor Hartmann asked that that metric be reported back to the Town

Administration to be shared with the Town Council via the weekly crime report. Vice Mayor Hartmann asked about the type of training and access afforded to the officers. Lieutenant Bart advised there are two types of access to the system. Patrol officers are not allowed to enter anything into the system, their role is reactive in nature only. However, Detectives are allowed to enter "Hot Plates" based on information they have received which creates the hot lists to which patrol officers respond.

Council Member Kuczenski thanked Chief Kinsey and his department for their efforts in writing speeding tickets and reducing the instances of speeding.

5. Public Comment

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

6. Board Reports

George Morris, Vice Chair of the Drainage Infrastructure Advisory Board gave an update on future infrastructure projects. He further advised that for the January meeting Mike Crowley from the Central Broward Water Control District and Kevin Hart from the South Broward Drainage District have been invited to discuss how their respective organizations manage water in Town.

Speaking on behalf of the SWR Parks Foundation, he indicated that a carnival was planned for the weekend around the Martin Luther King Jr. holiday in January. He spoke of recent planning meetings with Town staff and the Town Attorney as well as representatives from Davie Police and Davie Fire. He advised that the carnival was planned for the Town owned 5 acre site on Griffin Road just west of Dykes Road.

Debbie Green, Vice Chair of the School Education Advisory Board, spoke about the upcoming Cow Pie Bingo event on Saturday November 20th to help benefit the South Broward High School with building a football stadium. She announced that Council Member Kuczenski would be judging the pet costume event.

7. Council Member Comments

Council Member Jablonski spoke on upcoming events in the Town such as the Country Estates Park Entrance Contest in which the deadline had been extended to January 15th, the Car Show and Chili Contest on December 4th, the Rural Arts Committee Holiday Lights Contest and indicated that entries must be submitted by December 3rd. He advised that the DMV FLOW program was cancelled for the month of November, and December was yet to be determined. He further advised that he would be writing an article for the newsletter regarding the Town website "tutorial" on how to obtain a level 1 fill permit from the Town. He recognized Vice Mayor Hartmann for the donation of his photography services and the great photo he took of the first responders that has been placed in the hall outside of Council Chambers. He also advised that he wished to have more soil added to Country Estates Park and recognized that $32K had been budgeted for that purpose. He wished to reallocate that money and replace the thousand foot of barbed wire fence along 190 Avenue. He asked the Council to authorize Town Administrator Berns to replace this fence and match what is at the front along Griffin Road. He did not believe the replacement would use the entire $32K. Therefore, he wanted the balance left over to be spent on any improvements at the entrance to the park as suggested by the Country Estates Park Entrance contest. The Town Council

provided consensus to move forward with this suggestion. He further advised that he was made aware that there was clean fill off of SW 199th Avenue and after doing some inquiries he was made aware that it was available if the Town wanted it at no cost. He suggested using this fill and "bank" it at Country Estates Park. He also suggested that as part of future TSDOR projects part of the scope should include that if there is any clean fill that needs to be removed that it be "banked" into one of the Town parks. Mayor Breitkreuz suggested that the fill be spread on the ballfield at Country Estates park prior to seeding.

Council Member Kuczenski apologized to Council Member Jablonski for not giving him due credit during the Country Estates HOA meeting for the fill permit process tutorial he was developing. He indicated that on this day one year ago the Mayor, Council Member Allbritton and he were all sworn in as the newest members of the Town Council. He spoke about the concerted efforts of the Davie Police department to stop speeders in Town. He asked neighbors to be a bit more lenient in reporting parties during the holiday season as there were certainly going to be more parties this time of year. He advised that Ed Gonzalez would be his appointment to the new Public Safety Committee and intended on re-appointing all of his appointments to the Town Boards.

Council Member Allbritton spoke about the Public Safety Committee and urged all who might be interested to complete an Advisory Board application.

Vice Mayor Hartmann advised that while preparing his quarterly article for the DRW magazine he realized that in the last year this version of the Town Council passed seven ordinances to help preserve the Town's rural lifestyle. He also spoke about the two different drainage districts and how they interrelate to Town drainage projects. He spoke about the Town's planned Stormwater Master Plan which will take about two years to complete. Once completed it will make the process easier for property owners who wish to improve their property and stay consistent with our drainage requirements. Lastly, he talked about the Town Calendar created by the Rural Public Arts Board and felt that they make great gifts at only $5.

Mayor Breitkreuz talked about crime updates that are provided at the different HOA and Civic Association meetings. He asked that excerpts of the crime report that the Council receives on a weekly basis be provided in the Newsletter. He thanked everyone for the outpouring of love and support he and his family received upon the passing of his Mother.

8. Legal Comments

Town Attorney Poliakoff congratulated the Town Council on their one-year anniversary. He updated the Town Council on a suit filed against the Town regarding someone wanting to run a home-based animal kennel business under the new State law. He advised that he and Town Planner Jeff Katims were working diligently with Council Member Jablonski on the platting ordinance and anticipated that it would appear on the December agenda. He wished everyone a happy holiday.

9. Administration Comments

Town Administrator Berns advised that the Town was the recipient of a firefighter assistance grant in the amount of $46K with no match. He advised that it would appear on a future meeting agenda but wanted consensus from Council to move forward. Consensus was granted. Lastly, he asked Assistant Town Administrator/Town Clerk Muñiz to provide an update on the meeting

the Town of Davie recently held concerning the proposed turn lane from Sheridan Street to northbound 148th Avenue (Volunteer Road). Assistant Town Administrator/Town Clerk Muñiz advised that representatives from 7 different Ivanhoe neighborhoods were in attendance and indicated their support or opposition to the proposed improvements to the intersection. Of the seven neighborhoods represented 4 were in favor and 3 were in opposition. Of the three in opposition, they represent two of the largest of the neighborhoods in Ivanhoe. He further discussed a new proposal for the intersection that did not propose a left-hand turn lane. He also advised that the County was proposing to widen Sheridan Street to three lanes east and west bound from Flamingo Road to I-75 through the Mobility Advancement Program (MAP) formerly known as surtax funded projects. This proposal raised concerns for Davie Town Administrator Lemack and he sought input from the communities on what they may want to do to protect those making U-turns once there were three lanes of traffic going westbound on Sheridan Street. Assistant Town Administrator/Town Clerk Muñiz advised that Davie indicated they would have no further community meetings about this issue, rather they would be bringing this issue to their Town Council and would advise us in advance.

Town Attorney Poliakoff spoke about the history of this issue and indicated that the County Commission was well aware of our opposition to a proposed left turn at that intersection. He further advised that the widening project would occur early in 2022 and the U-turn would require further examination because of the increased amount of traffic that the two extra lanes would bring.

Ordinance – 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-22-2)

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Ordinance – 1st Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2022-2026 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS ($46,800.00) WITH CRAVEN THOMPSON AND ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE SW 185TH WAY AND SW 63RD STREET DRAINAGE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS ($17,000.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. TO COMPLETE THE SURVEYING SERVICES FOR THE COUNTRY ESTATES DRAINAGE AND WATER QUALITY IMPROVEMENT PROJECT; AUTHORIZING TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS ($45,635.00) WITH KIMLEY HORN AND ASSOCIATES, INC. TO COMPLETE THE CIVIL ENGINEERING SERVICES FOR THE COUNTRY ESTATES DRAINAGE AND WATER QUALITY IMPROVEMENT PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-FIVE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND ZERO CENTS ($55,270.00) WITH KIMLEY HORN AND

ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE ALLOCATION AND USE OF PROSPECTIVE SETTLEMENT DOLLARS FROM OPIOID RELATED LITIGATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2022; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER GARY JABLONSKI AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPOINT GARY JABLONSKI AS VICE MAYOR AND APPROVE THE RESOLUTION.

20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2020-2021 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2014-054 TO ESTABLISH A REVISED COMPREHENSIVE FEE SCHEDULE FOR DEVELOPMENT AND PERMIT REVIEW FEES; AND PROVIDING AN EFFECTIVE DATE.

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 Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

22. Approval of Minutes

- **a. August 17, 2021 Budget Workshop**
- **b. September 13, 2021 First Budget Hearing**
- **c. September 13, 2021 Regular Meeting**
- **d. September 23, 2021 Second Budget Hearing**
- **e. September 23, 2021 Regular Meeting**

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 Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting Yes.

MOTION: TO APPROVE MINUTES SUBJECT TO CORRECTION TO THE SEPTEMBER 13, 2021 REGULAR MEETING MINUTES TO ADD THE WORD "AWAY" AFTER THE

WORD "PASSED" IN THE THIRD SENTENCE UNDER COUNCIL MEMBER KUCZENSKI'S COMMENTS.

23. Adjournment

Meeting was adjourned at 8:48 p.m.

Respectfully submitted:

_____

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 16th day of December 2021.

_____

Steve Breitkreuz, Mayor

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