

## **RESOLUTION NO. 2020-019**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND RANKING OF MUNILYTICS, INC., TO UPDATE AND TO PROVIDE RECURRING SERVICES FOR TO THE TOWN'S FIRE ASSESSMENT PROGRAM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A", WITH MUNILYTICS, INC., IN AN INITIAL AMOUNT NOT TO EXCEED TWENTY THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$20,600.00); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 13, 2019, in furtherance of the Town's Procurement Code, the Town published a legal advertisement procuring qualified firms to review and to recommend updates as well as provide recurring services as it pertains to the methodology and fees for the Town's Fire Assessment Program; and

**WHEREAS**, on January 14, 2020, the Town received two (2) responses to its request; and

**WHEREAS**, on January 22, 2020 the Town's Selection and Negotiation Committee ("SNC"), at a publicly advertised meeting, reviewed the proposals and ranked Munilytics, Inc. as the most responsive and responsible vendor; and

**WHEREAS**, Munilytics, Inc., represents that it is willing and able to provide the required and recurring services for a five (5) year term which may be renewed and extended for a period of up to ten (10) years upon mutual agreement of the parties, and to assist the TOWN in making policy decisions relating to the Town's Fire Assessment Program; and

**WHEREAS**, the Town Council has approved, as part of the current fiscal year 2020 budget, an amount not to exceed \$39,000 to perform the contracted services for the initial year; and

**WHEREAS**, the Town Council desires to enter into an Agreement with Munilytics, Inc., in an amount not to exceed \$20,600 for the initial year, to complete a review and to make recommendations relating to the Town's Fire Assessment Program; and

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

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

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

**Section 2.** The Town Council hereby approves the SNC's ranking of the respondents to the Town's procurement RFP #20-001 relating to the Town's Fire Assessment Program as follows:

1. Munilytics, Inc. 269 points
2. Public Consulting Group (PCG), Inc. 191 points

**Section 3:** The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with the top ranked firm, Munilytics, Inc., in an amount not to exceed Twenty Thousand Six Hundred Dollars and Zero Cents (\$20,600.00) for the initial year to review and to recommend updates to the methodology and fees for the Town's Fire Assessment Program as well as enter into an agreement for five (5) years with an option to extend the contract for a period not-to-exceed ten (10) years.

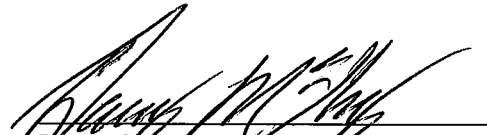
**Section 4:** The Town Council authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the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

**Section 5:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of February 2020, on a motion by Council Member Jim Jablonski and seconded by Jim Hartmann.

McKay	<u>yes</u>
Schroeder	<u>yes</u>
Amundson	<u>yes</u>
Hartmann	<u>yes</u>
Jablonski	<u>yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
Doug McKay, Mayor

ATTEST:

  
Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney  
36501095.1

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**



**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**MUNILYTICS INC.**

**RFP NO.: 20-001**  
**CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR**  
**THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
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**AGREEMENT FOR**

**“RFP No.: 20-001 CONSULTANT SERVICES TO UPDATE THE METHODOLOGY  
AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this 27 day of February, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and Munilytics Inc. (hereinafter referred to as “Consultant”).

**WHEREAS**, the Town desires to contract for Consultant Services to Update the Methodology and Fees for the Fire Assessment Program (the “Project”); and

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 20-001 on December 13, 2019 (“RFP”); and

**WHEREAS**, two (2) proposals were received by the Town on January 14, 2019; and

**WHEREAS**, the Town has adopted Resolution No. 2020-019 at a public meeting of the Town Council approving the recommended award and has selected Munilytics Inc. for award of the Project; and

**WHEREAS**, Consultant’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

**Section 1: Scope of Services**

- 1.1 Upon execution of this Contract, Consultant agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Consultant’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Consultant shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Consultant shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for consultant services to update the methodology and fees for the fire assessment program performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

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

- 2.1 The Town and Consultant agree that Consultant shall perform all Work under this Contract for:

**“RFP No.: 20-001 CONSULTANT SERVICES TO UPDATE THE METHODOLOGY  
AND FEES FOR THE FIRE ASSESSMENT PROGRAM”**

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- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Consultant shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Consultant waives any and all other claims against the Town.

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

- 3.1 Consultant shall render all Work to the Town under the Contract for a total, not to exceed, \$34,600.00 Dollars (Thirty four thousand six hundred dollars) (“Contract Price”).
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Consultant shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Consultant in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town’s receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Consultant that the Work is complete. Consultant’s obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Consultant’s performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Consultant to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Consultant without prior written approval of the Town.

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**Section 4: Assignment**

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

**Section 5: Insurance**

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Consultant shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Consultant's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Consultant's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Consultant shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Consultant shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

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- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.
- 5.7 Consultant shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Consultant's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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



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- 5.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Consultant's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Consultant's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONSULTANT SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Consultant's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

**Section 6: Copyrights and Patent Rights**

Consultant warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this

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Contract. Consultant agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

**Section 7: Laws and Regulations**

Consultant agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

**Section 8: Taxes and Costs**

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

**Section 9: Indemnification**

To the fullest extent permitted by Florida law, Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

**Section 10: Non-discrimination**

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

**Section 11: Sovereign Immunity**

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

**Section 12: Prevailing Party Attorneys' Fees**

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

**Section 13 No Third Party Beneficiaries**

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

**Section 14: Funding**

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

**Section 15: Manner of Performance**

Consultant agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Consultant agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Consultant represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Consultant to comply with this paragraph shall constitute a material breach of this Contract.

**Section 16: Public Records**

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

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

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

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are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Consultant does not transfer the records to the Town.

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

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

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

**Section 17: Termination**

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Consultant with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Consultant shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Consultant in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Consultant, the Town shall provide Consultant written notice of its material breach. Consultant

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shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Consultant for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Consultant for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Consultant's violation of the Public Records Act;
  2. Consultant's insolvency, bankruptcy or receivership;
  3. Consultant's violation or non-compliance with Section 10 of this Contract;
  4. Consultant's failure to maintain any Insurance required by Section 5 of this Contract; or
  5. Consultant's violation of Section 18 of this Contract.

If Consultant's services are terminated, the termination will not affect any rights or remedies of the Town against Consultant, then existing, or which may thereafter accrue. Any retention or payment of moneys due Consultant by the Town will not release Consultant from liability.

**Section 18: Public Entity Crimes Information Statement**

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

**Section 19: Use of Awarded Proposal by Other Governmental Units**

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

**Section 20: Change Orders and Modification of Contract**

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

**Section 21: No Waiver of Rights**

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

**Section 22: Jurisdiction and Venue**

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

**Section 23: WAIVER OF RIGHT TO JURY TRIAL**

**By entering into this Contract, CONSULTANT and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Contract.**

**Section 24: Gender**

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

**TOWN OF SOUTHWEST RANCHES**  
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the masculine. All singular words shall include the plural, and all plural words shall include the singular.

**Section 25: Time is of the Essence**

Time is of the essence for all of Consultant's obligations under this Contract.

**Section 26: Days**

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

**Section 27: Written Mutual Agreement**

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

**Section 28: No Amendment or Waiver**

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

**Section 29: Severability**

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

**Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable**

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

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall

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participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

**Section 31: Notice**

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

**If to the Town:**

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

**With a copy to:**

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

**If to Consultant:**

Christopher Wallace  
Munilytics Inc.  
7320 Griffin Road Suite 102  
Davie, FL 33314

**Section 32: Miscellaneous**

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



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due to Consultant shall be withheld until all documents are received by the Town as provided herein.

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

Consultant shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Consultant is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Consultant's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Consultant's records, Consultant shall comply with all requirements thereof.

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

- C. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Consultant pursuant to this Contract shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Consultant. This Contract shall not constitute or make the Town and Consultant a partnership or joint venture.

- D. Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Contract. Consultant agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such

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persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Consultant shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual

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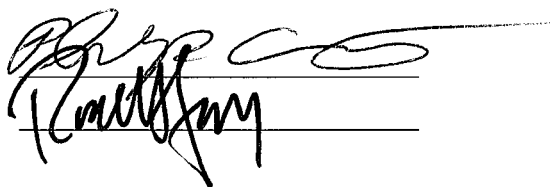
unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

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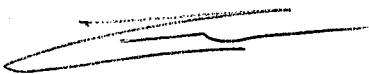
**TOWN OF SOUTHWEST RANCHES**  
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**IN WITNESS WHEREOF**, the parties have made and executed this Contract on the respective dates under each signature: MUNILYTICS INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 27 day of February, 2020.

**WITNESSES:**



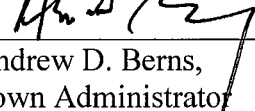
**CONSULTANT:**

By:   
Christopher Wallace, Director  
Munilytics, Inc.  
10<sup>th</sup> day of March, 2020

**TOWN OF SOUTHWEST RANCHES**

By:   
Doug McKay, Mayor

11<sup>th</sup> day of March, 2020

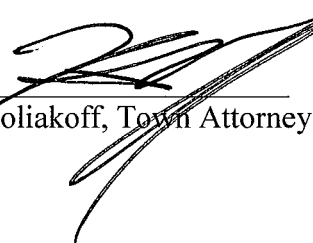
By:   
Andrew D. Berns,  
Town Administrator

11<sup>th</sup> day of March, 2020

**ATTEST:**

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

  
Keith M. Poliakoff, Town Attorney

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**EXHIBIT "A-1"**

**COPY**



**Town of Southwest Ranches  
RFP 20-001, Consultant Services To  
Update The Methodology And Fees For The  
Fire Assessment Program**



7320 Griffin Road  
Suite 102  
Davie, Florida 33314-4105

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**INTRODUCTORY LETTER**

**TOWN OF SOUTHWEST RANCHES**  
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Wednesday, January 8, 2020

Town of Southwest Ranches  
Office of the Town Clerk  
9090 SW 50<sup>th</sup> Place  
Southwest Ranches, Florida 33328

Subject: RFP 20-001, Consultant Services To Update The Methodology And Fees For The Fire Assessment Program , Transmittal Letter

Thank you for the opportunity to provide a proposal to provide consulting services to update the Town's fire assessment methodology. (Fire Assessment Program).

We are very familiar with the Town's needs, having worked with the Town over the years not only on its solid waste assessment, but occasionally providing advice or guidance on issues regarding the Town's fire assessment, particularly as it affects agricultural uses. ***Rural and Semi-rural areas such as Southwest Ranches present many issues because of the equestrian and agricultural uses found in the community.*** While there are legal issues that need to be considered when preparing a special assessment, there are also political and community issues that frequently need to be considered. We have worked with the Town over many years and in several capacities and we are intimately familiar with the dynamics and concerns of the residents and businesses. **We also have worked on fire assessments in the Town of Davie and the City of Parkland where agricultural issues and particularly the issues of barns have been of concern.**

We are also aware of the Town's historic practices of wanting their special assessments to be as fair and as equitable as possible. The solid waste methodology that we initially prepared and have subsequently annually assisted with is a good and rather unique example because of the bulk waste and acreage allocations that were developed to address the tremendous green waste generated within the Town. The methodology replaced the one prior to it that was uniformly assessed, but, since the adoption of the current assessment, the Town has not found too many complaints from property owners, including those who now share a more equitable portion of the costs. **We will definitely work with the Town if it wants to change how fire assessments are allocated and we think we have a unique appreciation among all the likely vendors who will propose on this engagement.**

We will complete this assignment in time for the Town to adopt the prerequisite resolutions prior to the Property Appraiser's May 1<sup>st</sup> deadline if the approach is changed from the current apportionment.



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**Identification of Proposer:**

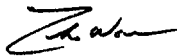
Munilytics  
7320 Griffin Road, Suite 102  
Davie, Florida 33314  
  
954-903-0712 Office

**Contact Information:**

Munilytics  
7320 Griffin Road, Suite 102  
Davie, Florida 33314  
  
954-903-0712 x205 Office  
954-903-0712 Fax  
954-593-3023 Cell  
[chrisw@munilytics.biz](mailto:chrisw@munilytics.biz) email

Our local presence, with our office only 5 minutes from Town Hall, has enabled us to be very responsive over the years and we have enjoyed working with the Town on the various projects over this time. We hope to provide you the same responsive and understanding service that we have always provided. Should you need further information, please feel free to contact me.

Cordially,



Christopher Wallace  
President

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## **HISTORY OF COMPANY**

## **History of Company**

**Munilytics** is a *Davie-based small business enterprise*, incorporated in the State of Florida in 2003, that provides local governments and developers with high-quality services by extremely experienced and knowledgeable municipal finance professionals. We currently provide Finance Department operations and consulting services for various municipalities and special districts and routinely prepare special assessments for several governmental clients. All of the services for this engagement will be performed by us in our Davie-based office or our legal partner based in Sarasota.

Our more than 34 years of local government finance experience as finance officers and municipal finance professionals gives us an insight into local government financial operations that is unequalled by our competitors. Our knowledge of special assessment financing is equally extensive. *Our particular experience with the Town of Southwest Ranches operations over the years has included providing internal audit services, solid waste assessments, fire and solid waste billing and collection services, and on-call consulting services for various needs of the Town, including issues regarding the current fire assessment.*

We are teaming with Susan Schoettle-Gumm who has provided legal services to local governments and public entities on a range of land use and local government law issues for over twenty years with an emphasis on special assessments, utility and capital facilities funding, impact fees, and other public finance concerns. She has testified several times as an expert on special assessments for fire protection services on behalf of the City of Miami, Florida. As an Assistant County Attorney for Sarasota County, Florida, for over nine years, she provided the primary legal support and advice to the County Commission and County staff on special assessments (including assisting in the development and defense of the County's stormwater assessments), utility fees/rates, impact fees, taxes, and

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capital facilities funding. Her responsibilities included drafting of ordinances and assisting staff in developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. She has continued to provide similar legal services as a consultant to Florida local governments since forming her private practice, Susan Schoettle-Gumm, PLLC, in 2005. She has provided legal services on Fire Assessments or Fire Fees for, among others, the City of Lake City, the City of Ocala, and the City of Dania Beach. **She has also previously provided legal services for the Town's current fire assessment. This will be of great help if it turns out the Town transitions from its current methodology to a new methodology.**

**Background in Providing Special Assessment Services To Local Governments.**

We have provided fire services special assessments and continuing consulting services for the following municipalities: City of Cooper City, Town of Davie, City of Parkland, the City of West Park, the City of Dania Beach, and the Town of Yankeetown and have consulted with the Town of Southwest Ranches regarding their fire services assessment. We have also provided solid waste assessments methodologies for the City of West Park, Bal Harbour Village, the Town of Surfside, and the Town of Southwest Ranches. We have also provided special assessment methodologies for the Indian Trail Improvement District, Belmont Lakes Community Development District, Coral Bay Community Development District, Aqua Isles Community Development District, Pembroke Harbor Community Development District, and Twin Lakes Water Control District. **Our assessment methodologies have never been legally challenged.** Additionally, in the scope of providing municipal finance director services, we have reviewed, commented on, and approved several special assessment reports prepared by other consultants.

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**PROJECT TEAM INDIVIDUALS AND  
QUALIFICATIONS**

**SUBCONTRACTORS**



## Project Team Individuals and Qualifications

### Summary Resumes Of Principal Team Members

**Christopher Wallace**, Principal and Project Lead, Methodology. Mr. Wallace is the President of Munilytics and has been providing consulting and outsourcing services to units of local government and developers since 2001. He conducts fiscal impact studies, tax increment analysis, market studies, special assessment studies, budget and financial management long-range forecasts, revenue enhancement recommendation reports, utility rate studies and acquisitions, financial statement support, and management and efficiency studies.

The company provides outsourced finance department services and management for various municipalities and special districts. Mr. Wallace has served as a Finance Director or Chief Financial Officer for various entities for over 35 years, where he has been responsible for administrative and professional work directing the activities of finance departments, including the functional areas of financial planning, budget and research, accounting and auditing, treasury management, debt administration, procurement, payroll, and Information Systems.

Mr. Wallace has provided long-term financial forecasts of municipal operations for both public and developer clients. His studies and engagements have included fiscal impact analysis of different land uses on municipal operations; consolidation of services study for a consortium of cities, special assessment methodology reports, annexation and

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incorporation reports, housing elements and fiscal impact elements for Development of Regional Impact applications, internal audit services, financial advisory services, Community Redevelopment Agency feasibility studies and reports; land use and rezoning financial impact analysis and information systems conversion consulting work.

He has served as District Manager for various community development districts and conducted affordable housing analysis reports. In addition, Mr. Wallace has conducted various rate and fee studies for various utilities and municipal departments.

In his work as a finance director or consultant, Mr. Wallace has implemented long-term financial trend monitoring systems and conducted efficiency and operational audits of programs, including those of planning, building, and code enforcement. He has specialized education or professional certificates in Financial Planning, Derivative Risk Management, Economic Development Financing, Financial Analysis For Evaluating Service Delivery, National Guidelines for Best Practices in Public Budgeting, Capital Budgeting and Financing, Costing Government Services, and Designing and Improving

Cost Information and Control Systems. He is a lifelong member of the Government Finance Officers Association, the Florida Government Finance Officers Association, and the South Florida Government Finance Officers and City Clerk's Association. He was a charter member of the Budget Review Program, GFOA.

**Susan Schoettle-Gumm, PLLC.** Susan Schoettle-Gumm, Project Lead, Legal Services. Ms. Schoettle-Gumm provides legal services on a range of land use and local government law issues with an emphasis on impact fees, special assessments, utility and capital facilities funding, and other public finance concerns. She has testified as an expert on special assessments for fire protection services on behalf of the City of Miami,

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Florida. Forming her solo law practice in 2005, she has continued to assist Florida local governments with the development, adoption, implementation and maintenance of a wide variety of special assessments, including fire services, utility undergrounding, and water/sewer facilities and a wide range of impact fees. As an Assistant County Attorney for Sarasota County, Florida for almost ten years, she provided the primary legal support and advice to the County Commission and County staff on impact fees, special assessments (including assisting in the development and defense of the County's stormwater assessments), utility fees/rates, taxes, and capital facilities funding. Her responsibilities included drafting of ordinances and assisting staff in developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. As Assistant Sarasota County Attorney, she was involved in the consolidation of the County and City of Sarasota fire departments and the funding mechanisms used in the consolidation. She authored *A Survey of State Impact Fee Enabling Legislation*, 25 Urban Lawyer 491 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995) and *Nontraditional Uses of the Utility Concept to Fund Public Facilities*, 25 Urban Lawyer 519 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995). In addition, Ms. Schoettle-Gumm has been invited to speak on various occasions, including:

- ♦ "Impact Fees and Developer Credits: When, How Much and Why?" Panel Discussion, National Impact Fee Roundtable, Portland, Oregon (2007)
- ♦ "Encouraging Economic Development & Affordable Housing: Policy & Reality," National Impact Fee Roundtable, Washington, D.C. (2006)
- ♦ "Policy Issues and Practical Considerations in Financing Public Facilities," Growth Management Conference, CLE International, Orlando, Florida (1997)
- ♦ "Special Assessments: Practice Pointers," Florida Association of County Attorneys Annual Conference, Ft. Lauderdale, Florida (1997)



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- ♦ "Stormwater Utilities to Finance Stormwater Management Programs," National Institute of Municipal Law Officers (NIMLO) Annual Conference, Edmonton, Alberta, Canada (1992)
- ♦ "Financing Water System Improvements Through Impact Fees," American Water Works Association, Alabama/Mississippi Section Annual Meeting, Biloxi, Mississippi (1991)

Ms. Schoettle-Gumm is a member of the Florida and Colorado State Bar Associations.

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**Subcontractors**

All the personnel that will work on this project will be employees of Munilytics, excepting the Legal Services Project Lead as noted above.

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**SIMILAR PROJECTS**

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## **Similar Projects**

### **City of Dania Beach, Florida, Fire Services Assessment**

Provided a Fire Services Special Assessment Methodology Report which includes estimates of contractually provided (Broward Sheriff's Office) fire services costs and estimated maximum assessment amounts for a fire assessment. Report determined benefit, delineated benefit area, provided a cost allocation methodology, and allocation of costs between assessable and non-assessable fire rescue costs. The City is largely residential but had recently experienced growth that may require the construction of an additional fire station. Team members were Christopher Wallace, Brian Felberbaum, Risa Felberbaum, and legal services provided by Susan Schoettle-Gumm.

Period of Work: April 2017 to Current

Contact: City of Dania Beach, Florida  
Adam Segal, Assistant Finance Director  
100 West Dania Beach Boulevard  
Dania Beach, Florida 333004  
954.924.6800 x3609  
asegal@daniabeachfl.gov

### **Town of Yankeetown, Fire Services Assessment**

Provided the initial Fire Services Special Assessment Methodology Report which includes estimates of contractually provided fire services costs and estimated maximum assessment amounts for a new fire assessment in a small Florida municipality. Report determined benefit, delineated benefit area, provided a cost allocation methodology, and allocation of costs between assessable and non-assessable fire rescue costs. The Town has characteristics that required a unique approach to apportionment. Provided notices and initial billing for the first year for the Town as contractual services were initiated after deadline for fulfilling requirements of F.S. 197.3632. Continuing support services provided related to collection and agreements related to provision of fire services. The project was completed for less than \$10,000 (excluding legal services related to creation of a new assessment

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program and negotiation of intergovernmental agreements for fire services). Team members were Christopher Wallace, Brian Felberbaum, Risa Felberbaum, and legal services provided by Susan Schoettle-Gumm.

Period of Work: May 2016 to 2018

Contact: Town of Yankeetown, Florida  
Rhiannon Castle, Town Clerk/Treasurer  
22 59<sup>th</sup> Street  
Yankeetown, Florida 34498  
352.447.2511  
[yankeetownth@gmail.com](mailto:yankeetownth@gmail.com)

**City of West Park, Fire Services Assessment**  
**And**  
**City of West Park, Solid Waste Assessment**

Provision of the original Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts for a newly incorporated municipality. Provide annual assessment roll for the City. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by our firm, including determination of annual rates and provision of assessment roll. Initiated and maintain the annual solid waste assessment for the City. Provided Special Assessment Methodology Report and provide annual assessment roll and annual assessment rates. The assessment methodology was completed for less than \$10,000. Team members were Christopher Wallace, Patricia Breslau, and Risa Felberbaum.

Period of Work: January 2007 to Current

Contact: City of West Park, Florida  
Mr. Ajibola Balogun, City Administrator  
1965 S. SR-7  
West Park, Florida 33023  
954.989.2668  
[abalogun@Cityofwestpark.org](mailto:abalogun@Cityofwestpark.org)

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**Town of Davie, Florida, Fire Services Special Assessment**  
**And**  
**Town of Davie, Florida, Higher Education Fire Services Special Assessment**

Provision of a Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by the Town. A subsequent analysis of fire incident reports of farm structures (barns) was provided with recommendations for cost recovery or assessment. Extensive agricultural and higher education land use components required significant and continuing analysis of individual parcels and categories. Higher Education impacts to this municipality of about 100,000 required unique categorization and assessment of costs to public and private properties. The project requires extensive interaction with the local property appraiser. Services were provided for less than \$20,000. Team members were Christopher Wallace, Patricia Breslau, and Megan Bird.

Period of Work: January 2009 to Current

Contact: Town of Davie, Florida  
Mr. William Ackerman, Finance Director  
6591 Orange Drive  
Davie, Florida 33314  
954.797.1050  
[William\\_ackerman@davie-fl.gov](mailto:William_ackerman@davie-fl.gov)

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**City of Parkland, Fire Services Assessment**

Provision of a Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by the City. A subsequent analysis of fire incident reports of farm structures (barns) was provided with recommendations for cost recovery or assessment. Services were provided for less than \$20,000. Team members were Christopher Wallace, Megan Bird, and Risa Felberbaum.

Period of Work: January 2010, March 2013

Contact: City of Parkland, Florida  
Ms. Nancy Morando, Finance Director  
6600 University Drive  
Parkland, Florida 33067  
954.757.4123  
nmorando@Cityofparkland.org

**City of Cooper City, Fire Services Assessment**

Provision of a Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by the City. Services were provided for less than \$20,000. The services were provided entirely by Christopher Wallace and Pat Breslau.

Period of Work: May 2011

Contact: City of Cooper City, Florida  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33329  
954.434.4300

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**Village of Bal Harbour, Solid Waste Assessment; Residential Area Assessment**

Originated and developed the first solid waste non ad valorem special assessment for this oceanfront community, involving fairly unique characteristics of single-family and multi-family residential properties with various levels of service. The Project included development of Special Assessment Methodology Report and Annual Assessment Roll. The Residential Area Assessment Methodology report for security and landscaping services was developed to apportion the costs of providing specific services to benefitted landowners. Converted the assessment to a non ad valorem assessment that uses the unified method of billing and collection on property tax bills. The project was completed for less than \$5,000. Team members were Christopher Wallace and Marc Wexler.

Period of Work: May 2011 to September 2013

Contact: Village of Bal Harbour, Florida  
Mr. Alfred Treppeda, Village Administrator (retired)  
655 96<sup>th</sup> Street  
Bal Harbour, Florida 33154  
305-866-4633  
altrep@bellsouth.net

**Town of Southwest Ranches, Solid Waste Assessment  
Billing and Collection of Fire Services Assessments**

Development of a specialized and unique solid waste assessment that assessed semi-rural properties for solid waste and recycling services based on the number of dwelling units and the size of the residential parcel. The client's residential customers generate a significant amount of green waste. Also provided billing and collection services for the annual fire services special assessment until it could be placed back on the property tax bill. Provide continuing consulting services regarding annual assessment services to the Town. The assessment work was completed for less than \$35,000. Team members were Christopher Wallace, Patricia Breslau, and Risa Felberbaum. Susan



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Schoettle-Gumm has also provided legal services on both the fire services and solid waste assessment programs in 2012 and 2014.

Period of Work: May 2012 to Current

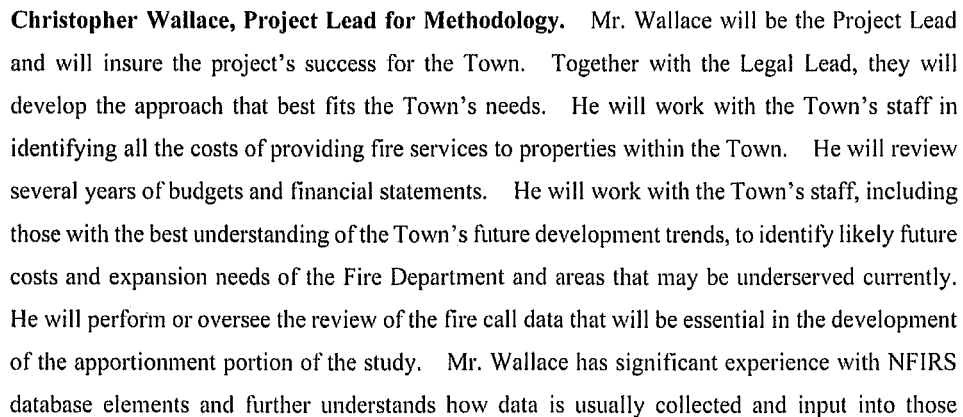
Contact: Town of Southwest Ranches, Florida  
Mr. Martin Sherwood, Financial Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
305-434-0008  
[msherwood@southwestranches.org](mailto:msherwood@southwestranches.org)

We also provide on an annual basis the annual assessment rolls and assessment methodology reports for special districts and these are generally completed within the scope of our services for those Districts.

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**STAFF QUALIFICATIONS**



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systems. He works closely with the Fire Department personnel in evaluating the data and finding outliers and exceptions that can sometimes skew data. *Mr. Wallace is very familiar with BSO contract and staffing issues, NFIRS database, and has an excellent working knowledge of the Broward County Property Appraiser's files.* Mr. Wallace will be the key point of contact for Town personnel and our offices are within moments of both Town Hall and the Fire Administration.

**Susan Schoettle-Gumm, Project Lead for Legal Sufficiency.** Ms. Schoettle-Gumm's law practice focuses on providing local governments and public entities with assistance on a range of revenue mechanisms including non-ad valorem special assessments for a wide variety of infrastructure and services, utility and capital facilities funding, impact fees, and other public finance concerns. She has developed numerous assessment programs in Florida and has testified as an expert witness in several fire assessment legal proceedings. Her experience includes work on numerous existing assessment programs and the process of supporting and/or modifying an existing methodology as well as creating and migrating to a new methodology. She will work with the Munilytics team and the Town to provide guidance on the fire assessment methodology and any legal issues, provide support for public presentations, and provide any needed legal services related to the Town's fire assessment ordinance and resolutions as well as the ads and notices required for imposition of the fire services assessment. Her work with a variety of communities (including both rural and urbanized areas), with a variety of assessment programs (including assessments for fire services, stormwater facilities and services, and projects for parking, roads, water/sewer and utility undergrounding), and with a variety of assessment methodologies provides unique experience in developing reasonable assessment cost allocations that incorporate the physical, financial and policy needs of the local government within the necessary legal framework.

While with the Sarasota County Attorney's Office, she was the primary attorney for all assessment programs in the County (well over 30 different assessments and MSTU's annually), including the

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stormwater assessment program that was upheld by the Florida Supreme Court in 1995. Her experience with the County Attorney's Office as well in her solo legal practice since 2005 includes not only drafting of all necessary legal documents but also assisting staff and technical consultants with fulfilling statutory and case law requirements for defensible assessments and working with elected officials and citizen advisory groups to achieve political and public understanding of the assessment process and methodology.

**Megan Bird, GIS and Database Management.** Ms. Bird will be working with the Project Lead for Methodology primarily in matters related to real property records, generally provided by the local property appraiser's office. She will be responsible for the identifying any issues with property records and for assembling the database elements necessary for determining the benefitted properties within the Town. She will align the database information with any spatial needs the project will require. Ms. Bird, under supervision of the Project Lead, will also provide any summary reporting that will be required during the development of the methodology. Ms. Bird has extensive spreadsheet and database experience and has worked for a national retail chain and as an account manager for an international reservation system. Ms. Bird will also assist with any GIS issues or needs on the project. Ms. Bird recently completed an extensive research project for a client in Palm Beach County that required mapping and property records research reaching back 30 years and which included both computerized records and mapping as well as microfiche records and paper atlas maps.

**Risa Wallace, Folio Research.** Issues with individual property records will be researched by Ms. Wallace, in coordination with GIS and Database work. The work generally involves researching exceptionally identified parcels that need further evaluation in determining both benefit and apportionment issues. Ms. Wallace has extensive experience with Florida property appraiser records, spreadsheet development, and database administration.

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**Brian Felberbaum, Call Data Resolution.** Mr. Felberbaum will assist in evaluating fire call data extracted from the Fire Department's NFIRS database. Under the supervision of the Project Lead, he will identify any anomalies or inconsistencies in the dataset and prepare a list of the exceptions with recommendations to the Fire Department for resolution prior to the initial draft of the apportionment methodology. He will identify calls for service that will be used for purposes of assessment and a list of calls included and excluded will be prepared for review and approval by the Town's fire department. If necessary, he will work with GIS and Database Management to map call data to parcel or address level detail so that issues can be further analyzed.

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**PROJECT APPROACH  
TIMELINE AND WORK PLAN  
TIMELINE GRAPH EXHIBIT**



## Project Approach

### PROJECT UNDERSTANDING AND APPROACH

It is our understanding that the Town of Southwest Ranches is requesting a complete update of its existing fire assessments in relation to identifying the full costs of fire services, identifying the maximum assessable costs (excluding ALS), as well as a review of the methodology used to allocate costs to assessed properties. Having previously assisted the Town with its fire assessments, Munilytics understands the current policy decisions of the Town Council as well as the unique characteristics of the Town of Southwest Ranches. The Munilytics team has a deep understanding of the existing methodology and local circumstances as well as experience with alternative approaches and the relative benefits and challenges of various assessment methodologies. Working with the Town's Fire Assessment Review Committee, we will work to fairly apportion assessment costs to each type of property, particularly those enumerated in the Town's RFP (residential, barns, guest houses, commercial, agricultural, industrial, warehouse, institutional, governmental, mobile home parks, recreational vehicle parks, vacant property and any other classification of assessable property). We will work with the Town in identifying any expenditures or expenses which may be legally assessed as part of the program, including any allowable direct and indirect costs. ***We will consider the fire department's response data (NFIRS) for at least 5 historical years, as well as consideration of a "readiness component".*** We will research and prepare statistics and other relevant information in the development of the program and will provide this in any common format or database the Town may choose and will update this information annually, if requested, providing alternative rate impacts to the various assessed categories.



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As part of our engagement, we will also review similar rural municipalities to evaluate their handling of assessment components. Additionally, we will review all of the Town's documents, including ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget requests, projected long-term capital needs, and other data pertaining to the provision of the fire services. We will assist the Town in the various policy decisions necessary to implement the FY2021 assessment program. Our assessment methodology will be reviewed by our legal partner to ensure that all legal and statutory requirements are met as well as any applicable case law.

Annually, we will assist the Town with calculations and development and adoption of resolutions and ordinances necessary for the program. We will also assist the Town with any additional services at our agreed-to rates for those services.

Florida law provides strong support for the imposition and collections of non-ad valorem assessments by local governments including the ability to impose and collect such assessments on the annual property tax bill pursuant to the Uniform Assessment Collection Act (F.S. 197.3632). Recently, a Florida Supreme Court decision in Scott v. City of Cape Coral, 163 So.2d 1174 (Fla., 2015), reinforced the validity of local government authority in determining reasonable and non-arbitrary methodologies for allocation of fire protection services costs. *The case provides greater assurance that local governments have flexibility in developing reasonable and well-founded assessment methodologies. This can provide new alternatives for the Town to consider, including whether or not vacant lands should be assessed.* A recent amendment to Florida Statutes 170.01, effective Nov. 1, 2017, significantly restricts municipalities' ability to impose fire assessments on land and structures classified as agricultural lands under F.S. 193.461. This new requirement

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should be part of the evaluation of any modification of the Town's assessment program to include vacant and undeveloped lands.

**Historical Demand or Calls for Service Methodology**

Widely used and approved in numerous cases by Florida courts is a methodology that allocates costs based on the relative number of calls for service generated from various classes of land use, for example residential, commercial and industrial. The Town's existing fire assessments are based on the Calls for Service approach. This methodology uses data maintained by the fire department and reported to the state on the type of call (structure fire, false alarm, brush fire, etc.) and may also factor in the effort required for the response by looking at the number of vehicles and personnel responding and the total time on scene. The historical demand approach allows for a number of policy decisions based on the unique circumstances of a community, such as the imposition of assessments on vacant and agricultural parcels, as well as the specific land uses identified as separate rate categories. The CFS approach can provide generally stable rates and has accepted by the public in many communities as a fair and reasonable way to spread fire services costs to various properties.

**Availability Methodology**

*An alternative cost allocation approach was validated in a fairly recent May 2015 decision by the Florida Supreme Court (Scott v. City of Cape Coral). This alternative – termed Availability Methodology – allocates a base “availability” charge to all properties based on the principle that all properties (developed and undeveloped) receive a primary benefit from fire protection service by its availability. Many of the costs of fire services relate to making sure that appropriate personnel and equipment are ready and available to respond to a call for service. Direct costs of responding to calls for service are typically a relatively small proportion of the total costs. The methodology in the Cape Coral case allocated*

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these “stand-by or availability” costs on a per parcel basis (developed and undeveloped) and allocated the costs related to call responses based on the value of structures on each parcel.

**Other Methodology Approaches**

Some other approaches for allocating assessed costs include the use of structure square footage (residential and non-residential) as well as flat per parcel assessments. The Munilytics team has developed a number of assessment programs that reflect the characteristics and policies of specific local governments. Variations within the most recognized approaches described above as well as a combination of aspects of the different cost allocation approaches can be developed to fit the unique needs of a particular community so long as the approach is not arbitrary and is reasonable.

**Broward County Property Appraiser Constraints**

The Broward County Property Appraiser’s Office requires that any change in the method of billing be approved by May 1<sup>st</sup> of each year. Currently, the Town is using our recommended approach of a flat residential assessment and square footage assessment for other uses, without any cap. We will also work with the Town should they wish to evaluate other approaches.

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### **Timeline and Work Plan**

1. **Initial Conference Call or Meeting.** Upon the notice to proceed, we will schedule a conference call or meeting with Town officials. At this point, we will go over any issues or concerns the Town may have identified with the existing methodology, financial concerns and policy issues and make introductions to key parties. A Town representative should be appointed that will serve as our liaison, point of contact, and who can resolve any issues that may arise at the Town level. A preliminary discussion of methodology alternatives will be included in this meeting to determine what level of interest there may be in the Town for a significant methodology change.
2. **Data Collection.** Upon the notice to proceed, we will immediately make requests for data from the property appraiser's office (through the Town), the Fire Department, the Town's Finance Department, and the Town's Planning and Zoning Department. All of the information we will need should be readily available in a format that can be used by us and it will be important to get this data as soon as possible.
3. **Service Demand.** We will utilize a minimum of the two most recent years of Fire Department call response data from the NFIRS compliant Records Management Systems database. We will review the data (preferably from three or more years) and will identify any potential errors in the recording of the data that might affect the apportionment methodology. We will present the tentatively identified data to the Fire Department with our recommendations or comments for their final review and disposition. We will segregate call data that will be used for apportioning costs from data that cannot be included in the assessments (which generally are calls for service ALS/rescue) and will present our findings to the Fire Department for their approval.

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4. **Cost of Fire Services To Be Apportioned and Fire Delivery Service Issues.** Our extensive municipal finance and accounting experience will allow us to identify the full cost of Fire services, including but not limited to personnel, operating, capital, and capital improvements, both with direct costs and indirect costs. We will document these costs and present them for approval to the Town. We will also review the future growth expectations of the Town with an eye to the impact to fire services and evaluate that growth and those expected costs in developing a methodology. Plans to open an additional fire station in the near future could have a significant impact on current and future fire services costs and the resulting fire assessments. We will work with the Fire Department to determine if there are any limitations or issues that could affect fire service delivery and the identification of appropriate assessed costs. Upon completion of this task, the full costs related to the provision of fire services (including capital facilities and equipment and excluding any inappropriate or unauthorized costs) will be available for calculation of the maximum fire assessment rates.

5. **Property Appraiser Parcel Review and Analysis.** Once we receive the required information from the property appraiser's office, we will begin analyzing the different categories and uses of properties in the Town. We will tentatively identify those parcels that will likely benefit from fire services and those that may not. We will review our initial findings with our legal partner and then meet with the Town to discuss our findings. We will resolve with the Town and our team any issues that may arise.

6. **Relate Call Data To Property Appraiser Records.** Once the fire call data and property appraiser records have been evaluated, we will use that information to determine which property categories should likely be included and the extent to which each category benefits from fire services.

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7. **Apportionment Methodology Development.** We will use the financial information previously gathered and reviewed to develop a financial forecast for the next 5 years. From the fire call data and property appraisers file, we will develop a fair and reasonable method of apportionment to benefitted properties.

8. **Legal Review of Apportionment Methodology Report.** The Project Legal Lead will review the assessment methodology for legal sufficiency and compatibility with the unified method of levy and collection authorized under Chapter 197 of the Florida Statutes.

9. **Assessment Calculation and Rate Development.** Using the methodology developed, we will calculate maximum rates for each identified property type as well as presenting various scenarios that will fund in whole or in part the fire service costs in the Town's budget. As part of this Task, we will develop an Excel spreadsheet to provide to the Town to assist with analysis of revenue projections and changes in fire assessment data and assessment rates. All of the work product developed by the Munilytics team will be available to the Town and its staff for its use without limitation.

10. **Report Presentation.** Once completed, we will meet with the Town's staff in advance of our presentation to the Town Council. We will want to make sure all issues have been addressed and that the staff and the Council have a product that is ready to be presented to the public. We will provide our PowerPoint presentation and other materials a week in advance of the Council meeting so that everyone can have time to review the material and any necessary changes can be made. (Our scope and cost estimate include attendance/presentation at up to three (3) Town Council meetings and/or workshops.)

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11. **Post Presentation Items.** After the Methodology Report has been presented and accepted, we and our legal review partner will assist the Town with website material, brochures, or other public relations material that may be required. We will review and comment on legal notices, documents, and publications and work with Town staff and its legal counsel in the update and implementation of the assessment. We will assist with the review and updating of the assessment annually for up to five (5) fiscal years after adoption and will prepare the assessment rolls for the property appraiser and tax collector and will deliver all reports and files to the Town.

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**Timeline Exhibit**

Task	Assignment	Week																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Notice To Proceed By City To Munilytics	City																	
Request Initial Data and Initial Conference Call	CW, City																	
Property Appraiser Files Through City	CW, City, BCPA																	
NFIRS Data From Fire Department	CW, City, BSO																	
Last 5 years audited financial statements	CW, City																	
Final City Budgets for Those Financial Statements	CW, City																	
Current Year Budget and Actual Unaudited	CW, City																	
FY18 Budget	CW, City																	
5-year capital improvement plan	CW, City																	
Comprehensive Plan	CW, City																	
Other Fire Data (Equipment, stations, personnel, etc)	CW, City, BSO																	
Receipt of Fire Call Data	CW																	
Receipt of Property Appraiser Data	CW																	
Receipt of Financial Data	CW																	
Receipt of Fire Department Data	CW																	
Fire Call Data Analysis	MB,BF,CW																	
Parcel Data Analysis	RW,BF,CW																	
Parcel Data Reconciliation With Property Appraiser	RW,CW																	
Financial Data Review	CW																	
Fire Data Review	CW,MB																	
Initial in Person Meeting At City and Optional Meeting With City Commission	CW,SS,City																	
Discussions with Property Appraiser	CW,RW																	
Included/Excluded Call List To Fire for Concurrence	CW,BSO																	
Evaluation of Future Growth of City and Fire Services	CW,City																	
Evaluation of Fire Department Personnel and Equipment	CW, BSO																	
First Draft Methodology For Legal Partner Review	CW,SS																	
Changes and Revisions To First Draft	CW,SS																	
Second Draft Methodology Review to City	CW,SS,City																	
Meeting with City To Discuss Draft	CW,SS,City																	
Final Draft of Methodology Report To City	CW,SS,City																	
Presentation To City Commission	CW,SS,City																	
Assist in Drafts of City Prepared Legal Notices, etc.	CW,SS																	
Create Assessment Roll For Tax Collector and Appraiser	CW,RW																	

To Be Determined By The City  
By May 1, 2020, and September 15, 2020



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**TOWN REQUIRED FORMS**

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**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX "A"**  
**PROPOSAL RESPONSE FORM**

**CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR**  
**THE FIRE ASSESSMENT PROGRAM**  
**(RFP No. 20-001)**

**\*\*This signature page must be completed by an Authorized Person (See Section 1.6 of RFP)\*\***

**Type or print proposer's contact information below:**

**Name:** Christopher Wallace

**Title:** President

**Company Name:** Munilytics

**Address:** 7320 Griffin Road, Ste. 102

**City/State/ZIP:** Davie, FL 33314

**Telephone No.** 954-903-0712 x205 **Fax No.** 954-903-0712

**Signature:** 

**\*\*\*You must affix a corporate seal or have the signature on this Proposal Response Form notarized.\*\*\***

(Corp. Seal)

OR:

BEFORE ME the undersigned on this 7th day of January, 2020  
personally appeared Christopher Wallace, who is personally known to me or  
who has produced a Florida Driver's License W420-883-59-164-0 as identification and who did take an  
oath.

STATE OF Florida  
(Signature of Notary)

COUNTY OF Broward  
(Notary's Printed Name)

My Commission Expires: \_\_\_\_\_

Copy. Original Has Been Executed.

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**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX B- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT**

**TO: TOWN OF SOUTHWEST RANCHES**  
**OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA**  
**COUNTY OF Broward**

BEFORE ME, the undersigned authority, this day personally appeared Christopher Wallace, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☒ the President of Munilytics, Incorporated.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant's address is:

7320 Griffin Road, Ste. 102, Davie, Florida 33314

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches' policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

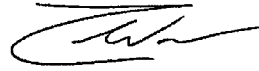
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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

*AFFIANT FURTHER SAYETH NAUGHT.*



\_\_\_\_\_  
Christopher Wallace, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 7th day of January, 20 20, by Christopher Wallace, [ ] who is personally known to me or [X] who has produced a Florida Driver's License as identification and who did take an oath.  
W420-883-59-164-0

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

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## Disclosure of Ownership Interests

Name

**Address**

7320 Griffin Road, Ste. 102, Davie, Florida 33314

End of List

36263166.3

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX C- DRUG FREE WORKPLACE**

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

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

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

**PROPOSER'S SIGNATURE:** \_\_\_\_\_



**PROPOSER:** Christopher Wallace, President, Munilytics

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
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**APPENDIX D SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches  
by Christopher Wallace, President,  
for Munilytics  
whose business address is 7320 Griffin Road, Ste. 102, Davie, Florida 33314

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2328879

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

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

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

[Signatures on next page]


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**TOWN OF SOUTHWEST RANCHES**  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**TOWN OF SOUTHWEST RANCHES**  
REQUEST FOR PROPOSALS FOR CONSULTANT FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

PROPOSER: Munilytics

By: 

Christopher Wallace  
(Printed Name)

President  
(Title)

Sworn to and subscribed before me this 7th day of January, 2020

Personally known \_\_\_\_\_

Or Produced Identification Florida Driver's License W420-883-59-164-0  
(Type of Identification)

Notary Public - State of Florida

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

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

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
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**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
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**APPENDIX E**  
**NON-COLLUSION AFFIDAVIT**

State of Florida ) ss:

County of Broward )

Christopher Wallace being first duly sworn deposes and says that:

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

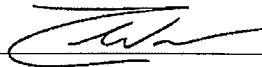
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**TOWN OF SOUTHWEST RANCHES**  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**TOWN OF SOUTHWEST RANCHES**  
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UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

PROPOSER: Munilytics

By: 

Christopher Wallace  
(Printed Name)

President  
(Title)

Sworn to and subscribed before me this 7th day of January, 2020

Personally known \_\_\_\_\_

Or Produced Identification Florida Driver's License W4420-883-59-164-0  
(Type of Identification)

Notary Public - State of Florida

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

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

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**TOWN OF SOUTHWEST RANCHES**  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

TOWN OF SOUTHWEST RANCHES  
REQUEST FOR PROPOSALS FOR CONSULTANT FOR  
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**APPENDIX F**  
**OFFEROR'S QUALIFICATION STATEMENT**

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

SUBMITTED TO: Town of Southwest Ranches  
Venessa Redman, Sr. Procurement & Budget Officer

ADDRESS: 13400 Griffin Road  
Southwest Ranches, Florida 33330

SUBMITTED BY: Munilytics  
CIRCLE ONE  
Corporation  
Limited Liability Company  
Joint Venture  
Partnership  
Other

NAME: Christopher Wallace Individual

ADDRESS: 7320 Griffin Road, Ste. 102, Davie, Florida

TELEPHONE NO. 954-903-0712 x205

FAX NO. 954-903-0712

E-MAIL ADDRESS: chrisw@munilytics.biz

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

The correct name of the Offeror is: Munilytics  
The address of the principal place of business is:  
7320 Griffin Road, Ste. 102, Davie, Fl 33314

Copy. Original Has Been Executed.

**TOWN OF SOUTHWEST RANCHES**  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**TOWN OF SOUTHWEST RANCHES**  
REQUEST FOR PROPOSALS FOR CONSULTANT FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

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

Date of Incorporation: 2/25/2003  
State of Incorporation: Florida  
President's name: Christopher Wallace  
Vice President's name: NA  
Secretary's name: Risa Wallace  
Treasurer's name: NA

- g. Name and address of Resident Agent:

Christopher Wallace  
7320 Griffin Road, Ste. 102  
Davie, Florida 33314

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

a. Date of organization: NA

- b. Name, address and ownership units of all partners:

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: NA

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

6. How many years has your organization been in business under its present business name?  
nearly 17

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

none  
\_\_\_\_\_

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Copy. Original <sup>39</sup>Has Been Executed.

**TOWN OF SOUTHWEST RANCHES**  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**TOWN OF SOUTHWEST RANCHES**  
REQUEST FOR PROPOSALS FOR CONSULTANT FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

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

NA

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

We have completed every special assessment study undertaken.

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

Adam Segal, Assistant Finance Director, 100 West Dania Beach Boulevard, Dania Beach, Florida 33304; 954-924-6800 x3609

(name)	(address)	(phone number)
--------	-----------	----------------

William Ackerman, Budget and Finance Director, 6591 Orange Drive, Davie, Florida 33314; 954-797-1050

(name)	(address)	(phone number)
--------	-----------	----------------

Nancy Morando, Finance Director, 6600 University Drive, Parkland, Florida 33067; 954-757-4123

(name)	(address)	(phone number)
--------	-----------	----------------

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

Christopher Wallace, Munitlytics: Fire Assessment methodology studies for Dania Beach, Yanketown, West Park, Davie, Parkland, and Cooper City; Other special assessment work for West Park, Southwest Ranches, Bal Harbour, Surfside, Davie, Indian Trail Improvement District, Aqua Isles CDD, Pembroke Harbor CDD, Belmont Lakes CDD, Coral Bay CDD;

Susan Schoetle: City of Lake City, City of Dania Beach, City of Ocala, Town of Dundee, Town of Southwest Ranches, Town of Yanketown

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

Christopher Wallace

Copy. Original Has Been Executed.

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
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**TOWN OF SOUTHWEST RANCHES**  
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12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

None

Copy. Original Has Been Executed.

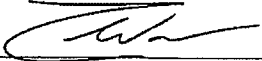
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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

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

  
\_\_\_\_\_  
Signature

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 7th day of January,  
20 20 by Christopher Wallace of Munilytics, who is  
personally known to me or who has produced a Florida Driver's License as identification and who  
did (did not) take an oath. W420-883-59-164-0

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

Copy. Original Has Been Executed.



**TOWN OF SOUTHWEST RANCHES**  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**TOWN OF SOUTHWEST RANCHES**  
REQUEST FOR PROPOSALS FOR CONSULTANT FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**APPENDIX J**  
**OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED**  
**LIABILITY COMPANY OR OTHER BUSINESS ENTITY**

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

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this 7th day  
of January, 2020.

Munilytics  
Printed Name of Corporation or Company

Florida  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

Christopher Wallace  
Printed Name of President or other authorized officer

ATTEST:

7320 Griffin Road, Ste. 102  
Address of Corporation or Company

By \_\_\_\_\_  
Secretary

Davie, Florida 33314  
City/State/Zip

954-903-0712 x205  
Business Phone Number

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 7th day of January, 2020,  
by Christopher Wallace (Name), President (Title) of Munilytics (Name of  
Company who is personally known to me or who has produced a Florida Driver's License  
as identification and who did (did not) take an oath. W420-883-59-164-0

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

Copy. Original Has Been Executed.

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX L**  
**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

State of Florida )  
 ) ss:  
County of Broward )

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on January 7, 20 20, the following resolution was duly passed and adopted:

"RESOLVED, that Christopher Wallace, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, January 7, 2020, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 7th day of January, 20 20.

\_\_\_\_\_  
Secretary:

(SEAL)

PROPOSER: Munilytics

Copy. Original Has Been Executed.

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX O**  
**GOVERNMENTAL CONTACT INFORMATION**

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

NAME AGENCY	OF	ADDRESS	PHONE NUMBER	CONTACT PERSON
City of Dania Beach		100 West Dania Beach Boulevard, Dania Beach, Florida 33304	954-924-6800 x3609	Adam Segal, Assistant Finance Director
Town of Davie		6591 Orange Drive, Davie, Florida 33314	954-797-1050	William Ackerman, Budget and Finance Director
City of West Park		1965 S. SR-7, West Park, Florida 33023	954-989-2688	Ajibola Balogun, City Administrator
City of Parkland		6600 University Drive, Parkland, Florida 33067	954-757-4123	Nancy Morando, Finance Director/Assistant City Manager
City of Lake City (Susan Schoettle)		205 N. Marion Avenue, Lake City, Florida 32055	386-719-5800	Donna Duncan, Finance Director
City of Ocala (Susan Schoettle)		110 SE Watula Avenue, Ocala, Florida 34471	352-401-3914	Tammi Haslam, Budget Director

PROPOSER: Munilytics

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX P**  
**PROPOSER CONFIRMATION OF QUALIFICATIONS**

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

At the time of the Proposal, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

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

Proposer: Munilytics

Proposer's Name: Christopher Wallace

Proposer's Address: 7320 Griffin Road, Ste. 102  
Davie, Florida 33314

Proposer's Phone Number: 954-903-0712 x205

Proposer's Email: chrisw@munilytics.biz

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

NA

\_\_\_\_\_

\_\_\_\_\_

PROPOSER: Munilytics

[Signatures on next page]

**TOWN OF SOUTHWEST RANCHES**  
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**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

State of Florida

County of Broward

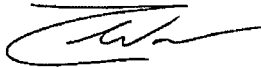
The foregoing instrument was acknowledged before me this 7th day of January, 2020  
by Christopher Wallace of Munilytics (Proposer), who is personally  
known to me or who has produced a Florida Driver's License as identification and who did (did  
not) take an oath. W420-883-59-164-0

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

\_\_\_\_\_  
Notary Signature

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



PROPOSER: Munilytics

Copy. Original Has Been Executed.

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
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**APPENDIX Q**  
**PROPOSER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: City of Dania Beach Fire Services Assessment

Contract Amount: \$25,000; NTE \$3,000 annual fee to update roll

Contract Date: January 2017 to current

Client Name: City of Dania Beach

Address: 100 West Dania Beach Boulevard, Dania Beach, Florida 33301

Contact Person: Adam Segal, Assistant Finance Director

Contact Person Tel. No.: 954-924-6800 x3609

Project Name: Town of Davie Fire Services Special Assessment

Contract Amount: \$25,000; NTE \$3,000 annual fee to update roll

Contract Date: January 2009 to Current

Client Name: Town of Davie

Address: 6591 Orange Drive, Davie, Florida 33314

Contact Person: William Ackerman, Budget and Finance Director

Contact Person Tel. No.: 954-797-1050

**TOWN OF SOUTHWEST RANCHES**  
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**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**  
**City of Parkland Fire Services Assessment**

Project Name: And Farm Structures potential for assessment (separate study)

Contract Amount: about \$20,000 for the Fire Services Assessment and \$1,850 for the Farm Structures Study

Contract Date: January 2010 and March 2013

Client Name: City of Parkland

Address: 6600 University Drive, Parkland, Florida 33067

Contact Person: Nancy Morando, Finance Director

Contact Person Tel. No.: 954-757-4123

PROPOSER: Munilytics

**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX R**  
**SUB-CONTRACTOR LIST**

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
None		

PROPOSER: Munilytics



**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX S**  
**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

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

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

[Remainder of page intentionally left blank]

**TOWN OF SOUTHWEST RANCHES**  
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**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX T**  
**LIABILITY CLAIMS**

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

1. Name and Location of project: None  
\_\_\_\_\_
2. Contact information for Project Owner:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Phone: \_\_\_\_\_
  - d. Email: \_\_\_\_\_
3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_
4. Date of Claim: \_\_\_\_\_
5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If applicable:
  - a. Court Case Number: \_\_\_\_\_
  - b. County: \_\_\_\_\_
  - c. State: \_\_\_\_\_

PROPOSER: Munilytics

**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX U**  
**W-9**

**INSERT W-9**

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

<b>Form W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Munilytics</b>		
<b>2</b> Business name/disregarded entity name, if different from above		
<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>		
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>7320 Griffin Road Ste. 102</b>		<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Davie, FL 33314-4105</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
5	6		2	3	2	8	8	7	9	

**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 for Part II, later.

**Sign Here**      Signature of U.S. person ▶ 

**Date ▶**      **August 22, 2019**

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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, later.*

**TOWN OF SOUTHWEST RANCHES  
CONTRACT FOR CONSULTANT SERVICES FOR  
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**TOWN OF SOUTHWEST RANCHES  
REQUEST FOR PROPOSALS FOR CONSULTANT FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX V  
PROOF OF INSURANCE**

**INSERT PROOF OF INSURANCE**

**Insurance Certificates Naming Town Will Be Provided Upon Execution of Agreement**

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/27/2019

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).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (888) 202-3007 FAX (A/C, No.): E-MAIL ADDRESS: contact@hiscox.com														
<b>INSURED</b> Munitlytics 7320 Griffin Rd Suite 102 Davie, FL 33314	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hiscox Insurance Company Inc	10200														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	UDC-1237448-CGL-19	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg	
	OTHER:						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$					
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$	
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Kimco Realty Corporation and its officers, and directors as well as all related subsidiaries entities and operations shall be named as additional insured.

<b>CERTIFICATE HOLDER</b> Kimco Realty Corporation c/o RMIS 5388 Sterling Center Dr West Lake Village, CA 91361	<b>CANCELLATION</b> 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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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/06/2020

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).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (866) 202-3007 <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>NAIC #</b> 10200 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Munilytics 7320 Griffin Rd Suite 102 Davie, FL 33314	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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 SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <b>OTHER:</b>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	UDC-1237448-EO-19	10/01/2019	10/01/2020	Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

KimCo Realty Corporation c/o RMIS  
5398 Sterling Center Dr Westlake Village, CA 91361

**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

**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/26/2019

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).

<b>PRODUCER</b>  AP INTEGO INSURANCE GROUP LLC 375 WOODCLIFF DR 1ST FL FAIRPORT, NY 14450 (866) 890-9965	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (866) 890-9965      FAX (A/C, No): (888) 733-5112 E-MAIL ADDRESS: travelersselectpayrollservices@travelers.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: THE TRAVELERS INDEMNITY COMPANY OF AMERICA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  MUNILYTICS INC 7320 GRIFFIN RD STE 102 DAVIE, FL 33314	

**COVERAGES**

**CERTIFICATE NUMBER:** 968628609221063

**REVISION NUMBER:**

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
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-4N169204-19	09/04/2019	09/04/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 AS RESPECTS TO WORKERS COMPENSATION COVERAGE, WC 03 13 WAIVER OF OUR RIGHT TO RECOVER HAS BEEN ATTACHED TO THE POLICY.

**CERTIFICATE HOLDER**

CITY OF COOPER CITY  
 9090 SW 50TH PL  
 COOPER CITY, FL 33328

**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

*Mary Wickelma*

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ACORD 25 (2016/03)

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/26/2019

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).

<b>PRODUCER</b> <b>StateFarm</b> Michael Fernandez State Farm 13081 W Sunrise Blvd Sunrise, FL 33323	<b>CONTACT</b> NAME: Chris Wallace PHONE: 9545933023 FAX: /A/C. No.: E-MAIL: CHRISW@MUNILYTICS.BIZ ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Munilytics 7320 Griffin Rd Ste 102 Davie, FL 33314	<b>NAIC #</b> 25178

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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.

INSTR. NO.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C44 1953-C08-588	09/18/2019	Current	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE    OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured  
Kimco Realty Corporation  
c/o Registry Monitoring Insurance Services, Inc  
5388 Sterling Center Drive  
Westlake Village, CA 91361

Kimco Realty Corporation, and its officers and directors, as well as all related subsidiaries, entities, and operations shall be named as additional insured

<b>CERTIFICATE HOLDER</b> Kimco Realty Corporation c/o Registry Monitoring Ins 5388 Sterling Center Dr Westlake Village, CA 91361	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2018/03)

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**TOWN OF SOUTHWEST RANCHES**  
**CONTRACT FOR CONSULTANT SERVICES FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**TOWN OF SOUTHWEST RANCHES**  
**REQUEST FOR PROPOSALS FOR CONSULTANT FOR**  
**UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

**APPENDIX W**  
**ANTI-LOBBYING CERTIFICATION FORM**

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

Organization: Munilytics

Street address: 7320 Griffin Road, Ste. 102

City, State, Zip: Davie, Florida 33314

Certified By: Christopher Wallace  
(type or print)

Title: President

Signature:  Date: January 7, 2020

**TOWN OF SOUTHWEST RANCHES  
CONTRACT FOR CONSULTANT SERVICES FOR  
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM**



**PRICE PROPOSAL**

<b>1. ASSESSMENT METHODOLOGY REPORT/STUDY</b>	<b>\$17,500.00</b>
<b>2. a. ANNUAL ASSESSMENT UPDATE/SUPPORT</b>	<b>\$1,500.00</b>
<b>Reporting and Updating Response Data</b>	
<b>OR</b>	
<b>b. ANNUAL ASSESSMENT UPDATE/SUPPORT</b>	<b>\$1,100.00</b>
<b>Reporting only and not including updating response data</b>	
<b>3. LEGAL PREPARATION OF ANNUAL AND FINAL</b>	
<b>ASSESSMENT RESOLUTIONS, IF REQUESTED</b>	<b>\$2,000.00</b>
<b>4. ADDITIONAL CONSULTING FEES, HOURLY</b>	
<b>MUNILYTICS</b>	<b>\$105.00</b>
<b>SUSAN SCHOETTLE, ROUTINE LEGAL</b>	<b>\$195.00</b>
<b>SUSAN SCHOETTLE, EXPERT WITNESS/LITIGATION</b>	<b>\$275.00</b>
<b>ASSISTANCE</b>	

**Pricing approved as per RFP.**

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