

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, SEPTEMBER 25, 2018 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
-

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Upcoming Legislative Session Report by Ron Book
- 2. Presentation by the Marine Advisory Board - Clive Taylor, Chair
- 3. Special Event request from the City of Dania Beach Community Redevelopment Agency for Dania After Dark Events to be held in Downtown Dania Beach, on SW 1st Avenue between Dania Beach Boulevard and SW 1st Street, on October 13, November 10, and December 8, 2018 and on January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, and September 14, 2019 from 5:00 p.m. to 10:00 p.m. The applicant is also requesting road closures on SW 1st Avenue, and BSO Police and Fire Services.

4. PROCLAMATIONS

5. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers,

or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of September 7, 2018 Special Meeting - City Manager Selection
Approve Minutes of September 7, 2018 Budget Workshop
Approve Minutes of September 11, 2018 City Commission Meeting
Approve Minutes of September 12, 2018 First Budget Public Hearing
Approve Minutes of September 18, 2018 Second Budget Public Hearing

2. Travel Requests:

Request from Angel Lunkins, Deputy City Clerk, to attend the Florida Association of City Clerks (FACC) 2018 Fall Academy in Lake Mary, Florida, on October 14-18, 2018, for certification purposes (Estimated cost \$1,503.03)

3. RESOLUTION NO. 2018-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION 2018-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE ADVERTISEMENT AND SOLICIT BIDS FOR THE VARIOUS COMPONENTS OF THE CITY BEACH REVITALIZATION PROJECT PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FOR THE 2018 TRANSPORTATION SYSTEM SURTAX; PROVIDING FOR CONFLICTS;

FURTHER PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION 2018-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SEEKING APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA FOR EXECUTION BY CITY OFFICIALS OF AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY, FOR SHARING THE COST OF THE 100-YEAR FLOOD ELEVATION MAP AND ASSOCIATED MODELING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION 2018-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE THE FINAL CHANGE ORDER FOR THE MELALEUCA WATERMAIN PROJECT PHASE I CONTRACT WITH EVERGLADES CONTRACTING LLC; REDUCING THE CONTRACT AMOUNT FROM THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED EIGHT FIVE DOLLARS AND FORTY EIGHT CENTS (\$384,585.48) TO TWO HUNDRED SIXTY THOUSAND SEVEN HUNDRED TEN DOLLARS AND SIXTY NINE CENTS (\$260,710.69) FOR A NET FINAL CHANGE ORDER REDUCTION IN THE AMOUNT OF ONE HUNDRED TWENTY THREE THOUSAND EIGHT HUNDRED SEVENTY FOUR DOLLARS AND SEVENTY NINE CENTS (\$123,874.79); PROVIDING FOR CONFLICTS FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2018-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH RON L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AND WITH THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2018-2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION 2018-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN WHICH CITY ADMINISTRATION IS REQUESTING ADVANCE

APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR A PROJECT KNOWN AS THE “OASIS XV SOUTHWEST 25TH TERRACE NEIGHBORHOOD IMPROVEMENTS PROJECT”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION 2018-140

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID (“ITB”) NO.14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED AT 101 NORTH BEACH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND (\$75,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2018-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY, PERTAINING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

12. RESOLUTION NO. 2018-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY & CASUALTY INSURANCE PROGRAM WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE AGENCY (“PRIA”) OF BROWN & BROWN, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS’ LIABILITY, EMPLOYMENT PRACTICES’ LIABILITY, CYBER LIABILITY AND WORKERS’ COMPENSATION AND IN ADDITION THROUGH PRIA, COVERAGE FOR POLLUTION LIABILITY WITH INDIAN HARBOR INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE, FLORIDA POWER AND LIGHT COMPANY EASEMENT

LIABILITY INSURANCE WITH EVANSTON INSURANCE COMPANY, STORAGE TANK INSURANCE WITH COMMERCE AND INDUSTRY INSURANCE COMPANY AND NATIONAL FLOOD INSURANCE PROGRAM FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED ELEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (\$911,467.00) FOR COVERAGE BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

13. RESOLUTION NO. 2018-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY CITY OFFICIALS OF A FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

14. RESOLUTION NO. 2018-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION BY CITY OFFICIALS OF AN ADDENDUM TO AN AGREEMENT WITH THE BROWARD COUNTY SHERIFF'S OFFICE TO PURCHASE P25 RADIOS AS PART OF THE REGIONAL INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS WHERE THE COST IS ESTIMATED AT SEVEN HUNDRED FOURTEEN THOUSAND TWENTY FIVE DOLLARS AND EIGHTY NINE CENTS (\$714,025.89); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2018-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE "LAND DEVELOPMENT CODE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 115 "INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION, USES AND CONDITIONS OF USE" TO ADDRESS CONDITIONS OF USE FOR PARKING FACILITIES; AMENDING ARTICLE 635 "SITE PLAN" TO ADDRESS SITE PLAN MODIFICATION REGULATIONS; AMENDING ARTICLE 675

“TEMPORARY USE AND SPECIAL EVENT PERMIT” TO CREATE A WAIVER PROCESS FOR THE NUMBER OF SPECIAL EVENTS PER YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. ORDINANCE NO. 2018-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8, ENTITLED “BUILDINGS,” ARTICLE I “IN GENERAL,” SECTION 8-7 “FENCING REQUIREMENTS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

3. ORDINANCE NO. 2018-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, ENTITLED, “BEACHES, PARKS, WATERWAYS AND RECREATION” OF THE CITY CODE OF ORDINANCES TO AMEND SECTION 6-12 ENTITLED “FISHING, SKIN-DIVING, SCUBA DIVING, SPEARFISHING, LAUNCHING OF BOATS AND OPERATING VEHICLES” OF ARTICLE I “IN GENERAL” TO CONFIRM THE PROHIBITION OF FISHING AND SURF-CAST FISHING ON AND FROM THE BEACH DURING THE HOURS OF 9:00 A.M. AND 6:00 P.M.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

4. ORDINANCE NO. 2018-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

5. RESOLUTION NO. 2018-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE’S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA,

AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (DR-71-18) APPLICATION SUBMITTED BY RICHARD ROSA, ESQUIRE WITH RICHARD N. ROSA, P.A., ON BEHALF OF THE PROPERTY OWNER ELLIOT L. MILLER FOR PROPERTY LOCATED AT 3201 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Grace
3. Commissioner Salvino
4. Vice-Mayor Harris
5. Mayor James

12. APPOINTMENTS

1. Police & Fire Pension Board
1 Commission Appointment to fill unexpired term ending March 2019

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
Monday, October 1, 2018 - 10:30 a.m. CRA Workshop - City Center
Redevelopment
Tuesday, October 9, 2018 - 5:30 p.m. CRA Board Meeting

Tuesday, October 9, 2018 - 7:00 p.m.
Tuesday, October 23, 2018 - 7:00 p.m.

City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from the City of Dania Beach Community Redevelopment Agency for Dania After Dark Events to be held in Downtown Dania Beach, on SW 1st Avenue between Dania Beach Boulevard and SW 1st Street, on October 13, November 10, and December 8, 2018 and on January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, and September 14, 2019 from 5:00 p.m. to 10:00 p.m. The applicant is also requesting road closures on SW 1st Avenue, and BSO Police and Fire Services.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Art After Dark 2019, Dania After Dark -Art Walk- Special Event Application 9-10-2018, Dania After Dark 071418 Siteplan (2), Summary from K Weekes, Fire Review Dania After Dark 4.30.18



City of Dania Beach

Parks and Recreation Department

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 924-6813 (fax)

Date: September 25, 2018

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Eric Brown, Parks and Recreation Director

Subject: 2019 Art After Dark

Event Date(s): October 13, November 10 and December 8, 2018 and January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, and September 14, 2019

Special Events are being requested by the City of Dania Beach Community Redevelopment Agency for Art After Dark monthly events. The requested events are scheduled for the dates shown above from 5:00 p.m. to 10:00 p.m. in Downtown Dania Beach.

Applicant will pay for necessary services recommended below.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
BSO Fire Dept. – Lt. Dunckel	No new comments. See attached from previous review of this event.	
BSO Police Dept. - Lt. Stallings	BSO staffed the previous four events with 4 deputies and 1 supervisor (total of 5 Deputies), which is what I am recommending that we continue with. Also, I need event staff to be open to the thoughts of adding additional deputies as the event becomes even more popular. As the	

	event grows we need to be concerned with the adding of additional parking, which will require some form security to secure the parking area. We should also consider the possibility of adding deputies to assist pedestrians/attendees across federal highway during the hours of operation.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. - Julio Briceno	Building permits required.	
Community Dev. - Corinne Lajoie	No concerns raised.	
City Attorney - Tom Ansbro	No concerns raised. Ordinance was processed to allow more than four events.	
HR/Risk Mgmt. – Paula Morrell and Brenda Caseneuve	Ensure all indemnifications/COIs are on file prior to event.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services - Ronnie Navarro	No concerns raised.	

/sd



**City of Dania Beach
Parks and Recreation Department**

100 West Dania Beach Blvd.

Dania Beach, FL 33004

(954) 924-6800

(954) 924-6813 FAX

SPECIAL EVENTS REQUEST

Application on Public or Private Property

To Whom It May Concern:

Please be advised that this application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

- (1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.
- (2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time:

Dania After Dark / 10/13/18, 11/10/18, 12/8/18, 01/12/19, 02/9/19, 03/9/19, 04/13

*Brief Description of the Event:

Evening time fusion event: featuring live music, unique artisan vendors, vintage vendors, food trucks, and tented greenmarket styled vendors.

Address/Location of Event: SW 1st Avenue b/t Dania Beach Boulevard & SW 1st Street

Event Coordinator: Atlantic Studios, Inc.

Telephone #1: 954-STUDIOS (788-3467) E-mail Address: cgaidry@atlanticstudios.com

Telephone #2: 954-785-7475 Fax: 855-OURFAXLINE (687-3295)

Additional Contact Person for the Event: Kathleen A. Weekes, CRA Manager

Telephone #1: 954-924-6801 ext 3739 E-mail Address: kweekes@daniabeachfl.gov

Telephone #2: _____ Fax: 954-921-2604

Organization or Sponsor of Event: Dania Beach Community Redevelopment Agency (CRA)

Address: 100 W. Dania Beach Boulevard

City, State, Zip Code: Dania Beach FL 33004

Telephone: 954-924-6801 Fax: 954-921-2604 Cell: _____

Is this a Non-Profit Organization? ☒ Yes ☐ No Tax ID #: 55-0844832

Corporation Name (As it appears in the Articles of Incorporation): _____

Date of Incorporation: 2003 State of Incorporation: _____

Federal ID #: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

*Property Owner: City of Dania Beach

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☐ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

Has this event been held in the past? ☒ Yes ☐ No

If so, Indicate the city location of last event: SW 1st Avenue b/t Dania Beach Boulevard & SW 1st

Is the event to take place: ☐ Indoors ☒ Outdoors ☐ Both

Number of Expected Daily Attendants: 500 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	10/13/18	5:00pm	10:00pm	5hrs.
Saturday	11/10/18	5:00pm	10:00pm	5hrs.
Saturday	12/08/18	5:00pm	10:00pm	5hrs.
Saturday	01/12/19	5:00pm	10:00pm	5hrs.
Saturday	02/09/19	5:00pm	10:00pm	5hrs.
Saturday	03/09/19	5:00pm	10:00pm	5hrs.
Saturday	04/13/19	5:00pm	10:00pm	5hrs.
Saturday	05/11/19	5:00pm	10:00pm	5hrs.
Saturday	06/08/19	5:00pm	10:00pm	5hrs.
Saturday	07/13/19	5:00pm	10:00pm	5hrs.
Saturday	08/10/19	5:00pm	10:00pm	5hrs.
Saturday	09/14/19	5:00pm	10:00pm	5hrs.

Anticipated Date and Time to Begin Set-Up: Two hours prior to commencement

Anticipated Date and Time for Completion of Break-Down: Two hours post commencement

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

***Please Note** – A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

Is there a request for any road closures? ☒ Yes ☐ No

Please identify the street name(s) and/or locations for closure requests: On next page...

SW 1st Avenue b/t Dania Beach Boulevard & SW 1st Street

Please Note – These streets must also be identified on the site plan.

***Are you requesting to fence the event area?** ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☒ Yes ☐ No

Please Note - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will electricity be required for this event?**

(for lighting, sound, cooking, other power needs, etc.) ☒ Yes ☐ No

***How will this electricity be supplied?** ☐ On-Site ☒ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☒ Yes ☐ No

Please indicate the type (Band, DJ, Live Performers, etc.): Bands and DJ,

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
2nd Saturday of Each	10/13/18 to	5:00pm	10:00pm	5hrs.
	09/14/19			
	As noted above			

***Will a stage(s) be used in this event?** ☒ Yes ☐ No

***Please note Fire Extinguisher Requirement in the next question.**

***Do you have adequate fire extinguishers for this event?** ☒ Yes ☐ No

Please Note - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

Other: _____

Will there be alcohol given away at this event? ☒ Yes ☐ No

Please Specify Types of Alcohol to be given away: ☐ N/A ☒ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☒ Yes ☐ No

Please Specify: Local and Travelling Artists and Crafters of Art and Related Products

***Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?**

☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☒ No

***Please Note** – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ☐ Yes ☒ No

***Please Note** – Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

***Are portable, ADA compliant sanitary facilities being provided for this event?** ☒ Yes ☐ No

If so, How many? 1 ☐ N/A

***Please Note** – Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ☒ Yes ☐ No

***Please Note** – Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☒ Yes ☐ No

If yes, please explain: BSO Police and BSO Fire Services

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

BSO DETAIL REQUIREMENT

Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, a Broward Sheriff's Office Detail may be required.

FIRE WATCH REQUIREMENT

A Fire-Watch may be imposed depending on the type of event, number of persons present and hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail, fire inspector or both:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of cash advance or a cashier's check. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed upon before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the Fire Watch. The Event sponsor will be responsible to pay the actual service price incurred.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.

Signature of Applicant

Executive Director C.R.A.

Title

RICKELLE WILLIAMS

Print name of Applicant

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 20____.
by _____, who is personally known to me, or, if not, such person produced the
following form of identification:_____.

NOTARY PUBLIC

My Commission expires: _____

My Commission number: _____

SPECIAL EVENT APPLICATION / PERMIT FEES

\$100.00 Beach Weddings

\$150.00 All Other Events

\$280.00 Special Events Involving Fire Inspections

\$100.00 Private Parties (over 26 participants)

\$50.00 Small Parties (under 25 participants)

Special events requiring the use of Broward Sheriff's Office shall require advance payment of the applicable special detail rate.

Special Events requiring the use of personnel from the Fire Department or the use of City Lifeguards shall require advance payment of the applicable overtime rate.

A late fee of \$75.00 will be assessed for any application that is received by the City sixty (60) days or less before the date (or starting date) of the event.

Rental rates are subject to the applicable 6% sales tax.

DANIA BEACH BOULEVARD

DANIA AFTER DARK SITE PLAN

ROAD BLOCK

Dania Beach Community
Development

RESTROOMS



ART & ANTIQUE MARKET

SW 1ST AVE

FOOD TRUCK CORRAL

HOTEL MORRISON PK LOT

HOTEL MORRISON

ALLEYWAY

Bushido Ryu Dojo

LIVE MUSIC STAGE

G

ROAD BLOCK

Legend:

- = 25KW Generator
- = Folding Chairs
- = 10x10 Popup Canopy
- = 60" Table w/ Caberet Seating
- = Food Vendor

Dunleavy, Sherie

From: Weekes, Kathleen
Sent: Monday, September 10, 2018 12:19 PM
To: Dunleavy, Sherie
Cc: Williams, Rickelle
Subject: FW: Special Permit Application for Dania After Dark
Attachments: Dania After Dark 071418 Siteplan (2).pdf; Dania After Dark -Art Walk- Special Event Application 9-10-2018.pdf

Importance: High

Good afternoon Sherie,

Please note the following regarding the 2018-2019 series of Dania After Dark.

- The event will be held on Second Saturdays of the month from 5:00pm to 10:00 pm.
- The event Producer is Atlantic Studios and they will provide General, Auto and Workers Compensation Insurance for their staff and participating vendors.
- Location is the City Center, Cul De Sac area and there will be road closures on SW 1st Avenue between S.W. 1st Street (Mo Udell street) and South Dania Beach Blvd.
- Road Closure will occur at 3:00 pm on Saturday afternoon.
- A minimum of 4 BSO deputies are estimated to provide security and traffic support for the Launch date.
- Public Parking will be provided in the Parking Garage.
- Signage will be provided for Parking.
- Permits will be pulled for Structural, Electric, Plumbing and Gas Plumbing.
- Inspections will be scheduled with the Building Department and BSO Fire to be conducted prior to the event.
- A Site Plan is provided indicating details of the site.

Please Note: We already had the first reading for the Special Events Ordinance to allow the CRA to have more than three consecutive events with the City Commission. The second reading is on September 25, 2018.

Please advise if there is anything else required from the CRA to move this forward to the September 25th City Commission Meeting.

Thanks so much.

Kathleen

Kathleen A. Weekes, M.A. FRA-RP
CRA Manager
City of Dania Beach
Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
www.DaniaBeachCRA.org
954-924-6801 ext. # 3739

kweekes@ci.dania-beach.fl.us



Like us on Facebook  Visit our Website <http://daniabeachcra.org/> 
<http://daniabeachartsandseafoodcelebration.com/#>





Department of Fire Rescue & Emergency Services - Fire Marshal's Office Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: **Dania After Dark**
Event Date(s): **June 9th, July 14th, Aug 11th & Sept 8th 2018 5pm-10pm**
Event Location: **SW 1st Ave b/t Dania Beach Blvd & SW 1st Street, Dania Beach**
Event Reviewed By: **Lt. Suarez** Date of Review: **04/30/2018**

☐ EVENT IS APPROVED ☒ EVENT IS APPROVED WITH CONDITIONS (See Below)
☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☐ EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

☒ **Site Plan Required** - A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc. **COMPLIED**

☐ **Crowd Control / Management Plan** – Provide a written plan as to how crowd management will be obtained. Include the number of personnel being utilized to achieve maintaining the Maximum Capacity within the structure and the locations where these personnel will be stationed. Include the locations of all ingress and egress locations for the structure / building. In addition, provide the mechanism or method that will be utilized for maintaining an accurate count of the number of persons inside the structure at all times. Please be sure to include the Maximum Capacity assigned to the structure or building on this plan and ensure that adequate signs are obscurely posted in the structure of building. This Crowd Control / Management Plan must be approved by the Fire Marshal prior to the event.

☒ **Fire extinguishers Required** – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company.

☐ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet).

☐ **Tent/Canopy Egress Plan Required** – Provide an egress plan for Tents / Canopies to indicate all the following: Locations of Exits, Locations of all exit signs and emergency lighting, aisle spacing, table and seating arrangements (Including spacing between tables, chairs, etc.), locations of any service area including but not limited to bars and food, locations of any stage, DJ, band, etc.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

- ☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.
- ☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.
- ☒ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.
- ☒ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. “NO SMOKING” signs shall be posted at all LP Gas Container locations.
- ☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal’s Office at (954)342-4262.
- ☐ **Street Closure Conflict** - Contact the Fire Marshal’s Office at (954)342-4262.
- ☐ **Fenced Area Conflict** - Contact the Fire Marshal’s Office at (954)342-4262.
- ☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.
- ☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)
- ☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor
- ☒ **Grease Fryers**
- Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.
- Grease Frying Areas must have a Class K Fire Extinguisher** that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.
- ☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.
- ☐ **No overnight lodging** is permitted at the event unless the lodging is in an “RV” or other approved accommodation and the location of the “RV” or other accommodation has been approved by the Fire Marshal’s Office.
- ☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal’s Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape
- ☐ **Each individual amusement ride must have a dedicated fire extinguisher.** The fire extinguisher(s) must be commercial, “ABC” Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ The use of pyrotechnics and/or fireworks display is not permitted at this location.

☐ The use of pyrotechnics and/or fireworks display shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☒ Other Requirements and/or Special Notes:

I have issues with FD access. We can discuss at our next meeting.

Pre event inspections of all tents with cooking and all food trucks.

All food vendors must comply with ALL Broward County Codes and Standards.

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO

☒ YES

☐ N/A ☐ (Dates & Times): 6/9, 7/14, 8/11 & 9/8/2018 3pm – 7pm

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

☒ After-Hours (4-Hours or Less)

☐ After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☒ NO

☐ YES

☐ N/A ☐ (Dates & Times):

Operational Detail Required:

☒ NO

☐ YES

Type:

Dates & Times:

☐ N/A

☒ INVOICE TO FOLLOW FOR PRE-EVENT INSPECTION.

\$65./ Hr. minimum of 4 hours.

MINUTES OF SPECIAL MEETING
DANIA BEACH CITY COMMISSION
CITY MANAGER SELECTION
FRIDAY, SEPTEMBER 7, 2018 - 2:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 2:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte Bobbie H. Grace Marco A. Salvino, Sr.
City Attorney:	Thomas J. Ansbro
City Clerk:	Thomas Schneider

2. Discussion and Possible Action

Renee Narloch, of the search firm S. Renee Narloch & Associates, gave an update on the process; three candidates are still interested in the position. She reviewed the options available today.

Commissioner Grace noted the selection process has been long; however, she is not at the point of voting for any of the candidates at this time. She would like Ms. Narloch to go back out to recruit other candidates, as she was disappointed with the previous process.

Commissioner Salvino asked if Ms. Narloch would like the Commission to vote and she responded they could.

Mayor James questioned that if Ms. Narloch went back out, if she is sure it could not be done by the time of the election. Only since she has served on the Commission, she understands what to look for in a City Manager. A newly elected commissioner would not know either.

Ms. Narloch commented that was a good point, but for the new City Manager coming in it is probably best it be done after the new Commission is seated because they could look at the possibility of having a commissioner who did not vote for them or was not in support of them. That is not ideal for a City Manager. She noted we are running up against time closely with recruiting, records checking, and coming to an agreement of terms, and she does not realistically see all of that happening prior to the election.

Commissioner Brandimarte noted she is in favor of the new Commission voting on this. She would like to take a straw vote today to see where we stand, but this is not going to happen until the new Commission is seated. She felt that none of the candidates have four votes.

Commissioner Grace agreed; there is no urgency to do this before the election cycle.

Vice-Mayor Harris also agreed; considering the timing and the candidates and what we have seen so far, we should delay a decision and go back out.

Mayor James noted there are two Commissioners who would not vote for any of the current candidates.

Ms. Narloch responded she has the direction from the Commission, and she would like to contact them by telephone to address what they are looking for.

Mayor James questioned if Ms. Narloch would recommend any of the current candidates back to the Commission.

Ms. Narloch said if it is opened back up, anyone can apply, even the three candidates. They likely will not apply.

Commissioner Brandimarte noted she supports someone today.

Ms. Narloch explained the process she will take; the three are not precluded from going forward.

Mayor James felt it could be a waste of time.

Ms. Narloch explained the past process and how it would work again.

Mayor James commented she would like to put rules into place. Whoever applies, applies; whoever does not apply, does not. The Commission should not be able to add people to the list.

Commissioner Grace agreed that we need to have rules and regulations; she would never add someone again.

Ms. Narloch noted we will get this right.

Vice-Mayor Harris asked if Ms. Narloch could get the recruitment back out on Monday, and the candidate pool may be very different since the last round.

Ms. Narloch noted the process is not a waste of time; she will do whatever it takes to come up with a nice blend of candidates who will fit in the culture here. She now has more clarification. We want to get this done before the holidays, early to mid-November; she hopes to have interviews likely before Thanksgiving.

Commissioner Grace said we need the best of the best with everything we have going on now. This job is the top job and we need a person in place who will work very well with everyone.

Commissioner Brandimarte questioned how many applications were from women.

Ms. Narloch said the percentage of women who serve as City Manager is small; however, the International City/County Management Association promotes women in government. She promised she would make a concerted effort to bring diversity to the Commission this time.

Vice-Mayor Harris questioned Ms. Narloch's contract since we are going back out.

Ms. Narloch said there should be no change; the level of service would not change because of this.

Mayor James asked about scheduling another meeting in the process.

Ms. Narloch responded mid-December would probably be when the Commission meets on this again.

3. Adjournment

Mayor James adjourned the meeting at 2:22 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
BUDGET WORKSHOP
FRIDAY, SEPTEMBER 7, 2018 – 3:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 3:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Brief Presentation

City Manager Baldwin noted the Commission has had the recommended budget for a month, and meetings have been held with individual Commissioners. He briefly spoke of the residential property summary provided to the Commission, as well as excess revenues in the building fund.

Nicki Satterfield, Director of Finance, presented a PowerPoint overview of the proposed budget, which is attached to and incorporated into these minutes. She noted the presentation includes changes that were requested by Commissioners since the July budget meeting.

3. Discussion

Commissioner Grace said the City has a very comfortable budget; there are some components that should not be funded just because we have the money to do so. She reviewed the following: we need SROs at Collins Elementary and Olsen Middle Schools, and she is okay with the two new fire safety officers, as well as the Fire Chief. She wants to make clear that when she leaves the Commission, the two Oasis homes will be built. She noted the Commission contingency is fine, and at her one on one, she had asked for an additional \$3,000.00 per Commissioner on top of the 4% employee increase because the Commissioners deserve it.

Commissioner Grace said there is nothing indicated for a 55-passenger bus for the larger groups to use for trips.

Finance Director Satterfield noted the two vans are 15-passenger vans, and explained the costs associated with buying a 55-passenger bus. We looked at the option of contracting out with a charter company; if the Commission agrees, we will budget \$25,000.00 for charter buses, which would provide at least 10 trips for each senior organization and for other recreation activities, for a total of 30 trips. The amount to charter would not be deducted from the groups' allocation; all three organizations will be treated the same.

Commissioner Brandimarte thought we had agreed we wanted \$75,000 for the buses.

Finance Director Satterfield detailed the costs involved and past trips taken.

Commissioner Grace asked about the three vehicles for Parks and Recreation, and their position requests. She also asked about Public Services' six new positions and why we need them.

Finance Director Satterfield explained the need for three Parks and Recreation vehicles, and noted the athletic director is currently using his personal vehicle, which is not a good idea.

Brad Kaine, Director of Public Services, explained we do a lot of cross-training, but there is still a lack of stormwater and sewer coverage for the entire City, and sometimes we have to subcontract the work out.

Finance Director Satterfield explained the funding for these positions.

Commissioner Grace questioned positions in the Community Development Department.

Marc LaFerrier, Director of Community Development, said the Administrative Specialist would perform records management work and assist with public hearings.

Commissioner Grace asked why employees cannot be cross-trained.

Community Development Director LaFerrier said they are cross-trained, but development continues to increase and so does the workload.

Commissioner Brandimarte asked if he had someone in mind to fill the position.

Community Development Director LaFerrier responded it would be open and competitive. It would go through Human Resources and ultimately him, as well as the City Manager.

Commissioner Brandimarte questioned the Permit Office Supervisor position.

Community Development Director LaFerrier responded the structure of management and supervision has not changed since he has been with the City. There needs to be someone to assist with the overall management of all the permitting activities.

Mayor James felt one side should be commercial and the other side residential. We also need more worker bees; everyone thinks they are a boss. With Broward County and C.A.P., we do not need all these supervisory positions.

Commissioner Salvino spoke of being in business; on the business side of it, he understands the position of the Building department with City business growing. We are getting to the place of telling a director how to run his department; that comes from the City Manager. He felt the Commission is micromanaging.

Commissioner Grace said it is her job and Commissioner Salvino's to figure out how the City is spending the taxpayers' money; we do not need to spend money foolishly. She noted she is not on board with the two positions. Everyone thinks they need an assistant, who needs an assistant.

Commissioner Salvino commented he looks at the growth of the City, and departments need to accommodate this growth. He is not saying we are not watching taxpayer money; we are trying to provide better service to our residents. He supports the directors who are asking for additional staff.

Commissioner Grace said the job needs a different title. She supports Permit Office Supervisor but not the Administrative Specialist position.

Community Development Director LaFerrier noted the actual management structure has remained the same since he began, and he further explained.

Mayor James asked what the Commission thought about making one side commercial and one side residential.

Commissioner Grace said we want to do what is right by the department.

Community Development Director LaFerrier added the help he is asking for is fully funded by the Building Fund. The amount of work the department is doing is stretching them. The development community is very pleased with the service they are getting.

Commissioner Grace questioned the BSO radios.

Finance Director Satterfield said the cost will be spread over a three-year period and BSO is sharing the cost.

Commissioner Salvino commented everything included in the General Fund is not a problem to him. If there is a reason the money runs out for charter buses, he wants the Commission to fund the extra. He questioned using Oasis funding for the streets and noted we should let the Code Compliance Manager evaluate whether he needs the positions; we can still allocate the funds. Regarding Public Services, he questioned what the sewer employees do when there is no rainfall, or once the water pipes are fixed.

Public Works Director Kaine explained the daily workload; there are approximately 900 drains in the City.

Commissioner Salvino spoke of unfunded positions, and asked why a Code Compliance officer would be funded out of the General Fund.

Finance Director Satterfield explained Code Compliance does not work in the Building Department; permit revenue is restricted for Building functions. The Fire Safety Officer, as well as inspector, comes out of the General Fund as fire fees go to the General Fund.

Commissioner Salvino questioned the funding of the Chief Fire Safety Officer position.

Community Development Director LaFerrier explained we were not sure how BSO would reorganize; it is hard to find and hire Building Officials and Mechanical Examiners and Inspectors. He would like the opportunity to budget funds that might allow hiring a Building Official or Chief Plans Examiner as a City employee.

Commissioner Salvino questioned the Parks and Grounds Technician and Beach Manager under Public Services.

Public Services Director Kaine explained the split responsibilities of Public Services and Parks and Recreation at the beach.

Commissioner Brandimarte noted she supports the added positions in Public Services and Community Development, although she does not care for titles.

Vice-Mayor Harris asked about leasing heavy equipment for Public Services rather than purchasing it.

Public Services Director Kaine explained how it is more cost effective to purchase some of the equipment.

Vice-Mayor Harris spoke of the \$200,000 for the Oasis project being held and using it for the CRA, particularly for the street outside for the Dania After Dark event.

Mayor James said residents really look forward to the Oasis program improvements; a lot of people will feel neglected. She would not like to hold the \$200,000 funds back; if you start doing that, it will happen again and again.

Commissioner Brandimarte agreed with the Mayor; on 1st Street, all of a sudden it drops dead and looks bad, but she does not want to stop the Oasis project.

Commissioner Grace agreed; she would not like for it to be discontinued. City Manager Baldwin has done a good job of moving Oasis around. We will find \$200,000 for the CRA; we should keep the Oasis project.

Vice-Mayor Harris noted his intention was not to neglect anybody from beautifying their neighborhood, but we have talked about beautifying and energizing the downtown.

Mayor James felt security and metal detector should have been funded; we are not secure at all. She asked that the Director of Parks & Recreation make sure he looks at the athletic department funds due to playground equipment being in bad shape.

Finance Director Satterfield responded equipment will be addressed in the Parks & Recreation Master Plan.

Mayor James added there is there a safety issue with the parks' grounds; a lot of the Saratoga Apartments playground equipment is uprooted.

Eric Brown, Parks & Recreation Director, stated playground equipment lasts for 10-15 years, and he will go out and evaluate the equipment.

Community Development Director LaFerrier noted the Saratoga playground is being demolished due to new development.

Commissioner Salvino asked about the timeframe to implement the Parks & Recreation Master Plan.

Finance Director Satterfield responded there will likely be multiple components to the Master Plan, which will involve smaller type projects and some major renovations. The Commission will need to decide how far they are going to go with the plan.

Mayor James asked Parks and Recreation Director Brown when he is going to tell us about his evaluation of the positions.

Parks and Recreation Director Brown said he cannot today, but he will come back to the Commission after his evaluation of the overall department. He added we can look at the equipment right away.

Mayor James asked which position in Public Services takes care of the lights.

Public Works Director Kaine responded we only have two staff members whose primary responsibility is lights.

Mayor James noted we only have 2 people responsible for parks and grounds maintenance; she asked that 2 additional positions be added. She wants to look at the cost to add them since the current employees are torn between locations to tend to.

Finance Director Satterfield responded 2 full time positions would be \$142,700.

Commissioner Grace noted she understands what the Mayor is saying; we have 16 parks and she does not want to wait for debris to be removed.

The consensus was to add 2 full-time Parks & Grounds Technicians.

Mayor James noted she is not in favor of a Permit Supervisor in Community Development, but favors 10 more positions that will do the work. She had asked what would be the difference in level of service with a new Fire Chief, and was told there would be none other than ownership and we do not need that right now. She asked if we had an inspector who retired.

Community Development Director LaFerrier said the retiree was a structural inspector and the position is not filled currently.

Mayor James asked if we could add another position for structural inspector.

Finance Director Satterfield said a Chief Plans Examiner and Inspector is what Community Development Director LaFerrier is looking for; funding comes from the Building Fund.

Mayor James noted she is in full support of those positions.

Gregory Holness, Deputy Fire Chief, spoke of the importance of having a District fire Chief position.

Finance Director Satterfield reviewed each slide and the consensus of the Commission was to amend the proposed budget as follows:

Yes on 1 new SRO

Yes on 2 new Fire Safety Officers (approved at mid-year)

Yes on new Fire Chief

Yes on Oasis projects

Yes on adding \$50,000 to the \$87,000 for Recreation positions = \$137,000

Yes on adding 2 Parks & Grounds Technicians for Public Services = \$144,000

Yes to eliminate Permit Office Supervisor and to add additional employees to do the actual work

No to City Hall Medical Detector & Guard

Finance Director Satterfield noted these changes equaled \$226,000, and asked how the Commission wanted to fund them.

Mayor James said we are at 25% reserves currently; it would not be detrimental if we were at 22%.

Finance Director Satterfield stated it is matter of practice not to take operating expenses out of reserves because reserves should be a one-time grab. Reserves right now are about \$13 million, which is 25%. She added the Commission has used a lot of reserves this year, and listed the uses.

Mayor James felt we will not come close to using all of the branding money.

City Manager Baldwin noted that if nothing is cut, the additional funding would have to come from the reserves.

Commissioner Brandimarte does not want anything to touch the reserves for a disaster; she is big on the hurricane fund. She thinks the new Fire Chief position can wait until the next budget and should come off the list.

The Commission consensus was to fund the new Fire Chief mid-year if money is available then.

4. Adjournment

Mayor James adjourned the meeting at 5:08 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, SEPTEMBER 11, 2018 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:07 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

There were no presentations at this meeting.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

There were no comments at this meeting.

Item 10.1 was taken up at this time.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity. He noted an event called DADS (Dedicated Achievement Demonstrates Success) Take Your Child to School Day will be held on September 26th at 7:00 a.m. at Collins Elementary School. He also noted October 31st is the Annual Fall Festival and National Night Out Against Crime at CW Thomas Park.

Assistant Chief Gregory Holness, BSO Fire Rescue, spoke of the deployment of hurricane task forces to North Carolina in anticipation of Hurricane Florence, and taking precautions for the upcoming flu season.

7. Consent Agenda

Items removed from Consent Agenda: #7.10

- 7.1 Minutes:
Approve Minutes of August 28, 2018 City Commission Meeting
- 7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2018-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY THE C.A.P. GOVERNMENT INC. ("CAP") UNTIL THE END OF THE FISCAL YEAR 2017-2018; INCREASING THE AMOUNT FROM TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) TO AN ESTIMATED AMOUNT OF FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2018-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES PURCHASED FROM CALVIN GIORDANO AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2017-2018, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2018-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR "GUARANTEED PARTIAL SERVICE BUILDING CODE SERVICES" TO BE PERFORMED BY THE BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT; WAIVING COMPETITIVE BIDDING AND PROCEEDING WITHOUT ADVERTISEMENT FOR BIDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2018-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY THE BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT UNTIL THE END OF THE FISCAL YEAR 2017-2018; INCREASING THE NOT TO EXCEED AMOUNT FROM EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) TO ONE MILLION TWO HUNDRED FORTY THOUSAND DOLLARS (\$1,240,000.00); PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2018-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CONSENTING TO PROJECT RED'S REQUEST TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) TO INITIATE THE ONE-TIME OPTION TO EXTEND THE JOB CREATION TABLE, THE TAX REFUND SCHEDULE AND THE JOB MAINTENANCE PERIOD FOR A QUALIFIED TARGET INDUSTRY FOR AN INDUSTRY TAX REFUND PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH NOT TO EXCEED THIRTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$34,200.00); AUTHORIZING THE CITY MANAGER TO PROVIDE A LETTER OF CONSENT TO DEO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.8 RESOLUTION #2018-129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES PURCHASED FROM CRAVEN THOMPSON AND ASSOCIATES FOR PROFESSIONAL ENGINEERING AND ALLIED SERVICES RELATED TO THE BEACH REVITALIZATION PHASE II IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED TWELVE DOLLARS AND SEVENTY CENTS (\$199,812.70); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.9 RESOLUTION #2018-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID ("ITB") NO.14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE BSO BUILDING LOCATED AT 4601 SOUTHWEST 30TH AVENUE, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY EIGHT THOUSAND DOLLARS (\$198,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda, with the exception of Item #7.10; seconded by Commissioner Salvino. The motion carried unanimously.

7.10 ORDINANCE #2018-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, ENTITLED, "BEACHES, PARKS, WATERWAYS AND RECREATION" OF THE CITY CODE OF ORDINANCES TO AMEND SECTION 6-12 ENTITLED "FISHING, SKIN-DIVING, SCUBA DIVING, SPEARFISHING, LAUNCHING OF BOATS AND OPERATING VEHICLES" OF ARTICLE I "IN GENERAL" TO CONFIRM THE PROHIBITION OF FISHING AND SURF-CAST FISHING ON AND FROM THE BEACH DURING THE HOURS OF 9:00 A.M. AND 6:00 P.M.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2018-020.

Commissioner Grace motioned to adopt Ordinance #2018-020, on first reading; seconded by Commissioner Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2018-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE AWARD OF CONTRACT FOR BEACH CLEANING SERVICES; AUTHORIZING THE AWARD OF BID TO BEACH RAKER, LLC, IN THE ANNUAL TOTAL COST OF ONE HUNDRED SIX THOUSAND ONE HUNDRED FORTY TWO DOLLARS AND FORTY CENTS (\$106,142.40); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-125.

Mayor James asked if this is the same contractor we currently use.

City Manager Baldwin responded yes.

Commissioner Grace motioned to adopt Resolution #2018-125; seconded by Vice-Mayor Harris. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2018-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 27-4 OF THE CITY CODE OF ORDINANCES DEALING WITH PROCEDURES ON CHANGE OF OWNERSHIP OR OCCUPANCY OF PREMISES; AMENDING SECTION 27-6 OF THE CODE DEALING WITH AUTHORITY AND GROUNDS FOR DISCONTINUANCE OF SERVICE; AMENDING AND RENAMING SECTION 27-9, SUCH SECTION AN "CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION", OF THE CITY CODE OF ORDINANCES; AMENDING SECTION 27-20 OF THE CODE DEALING WITH TURNING ON AND SHUTTING OFF OF SERVICE CONNECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Continued from July 24, 2018 & August 28, 2018)*

City Attorney Ansbro read the title of Ordinance #2018-012, and recommended the item be continued until October 9, 2018 so unresolved issues can be worked out.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to continue Ordinance #2018-012, on second reading, until the October 9, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Brandimarte. The motion carried unanimously.

9.2 ORDINANCE #2018-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED, "OFFENSES - MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES TO CREATE ARTICLE XIII, "PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

City Attorney Ansbro read the title of Ordinance #2018-017.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2018-017, on second reading; seconded by Commissioner Salvino.

Vice-Mayor Harris noted the trend seems to be to not provide straws unless requested, and asked if paper straws would be provided instead.

City Attorney Ansbro explained there is an exception for disability, and straws that are provided do not necessarily have to be paper as there are other very durable products available.

The motion carried unanimously.

9.3 ORDINANCE #2018-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

City Attorney Ansbro read the title of Ordinance #2018-021.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2018-021, on first reading; seconded by Commissioner Salvino. The motion carried unanimously.

City Attorney Ansbro advised the remaining items were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.4 RESOLUTION #2018-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (DR-67-18) APPLICATION SUBMITTED BY ANDREW SCHEIN, ESQUIRE WITH LOCHRIE & CHAKAS, P.A., ON BEHALF OF THE PROPERTY OWNER 4030 S STATE ROAD 7, LLC FOR PROPERTY LOCATED AT 4030 SOUTH STATE ROAD 7 IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-126.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the plat note amendment.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Salvino motioned to adopt Resolution #2018-126; seconded by Commissioner Grace. The motion carried unanimously.

9.5 RESOLUTION #2018-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-047-18), AND VARIANCE (VA-046-18) SUBMITTED BY PRIME REALTY CAPITAL, LLC FOR A PROPERTY LOCATED AT 3251 SW 26th TERRACE IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-127.

Corinne Lajoie, Planning & Zoning Manager, explained the site plan and variance requests for Herc Rentals.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Salvino motioned to adopt Resolution #2018-127; seconded by Commissioner Grace. The motion carried unanimously.

9.6 RESOLUTION #2018-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A RIGHT-OF-WAY (ROW) DEED CONVEYING TITLE FOR RIGHT-OF-WAY PURPOSES (OT-68-18) FROM DANIA LIVE 1748, LLC FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SW 18TH AVENUE AND STIRLING ROAD, AS ADDITIONAL RIGHT-OF-WAY PROPERTY NEEDED FOR FUTURE RIGHT-OF-WAY IMPROVEMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-128.

Corinne Lajoie, Planning & Zoning Manager, described the dedication of right-of-way by Dania Live.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Salvino motioned to adopt Resolution #2018-128; seconded by Commissioner Grace. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Use of City Logo - Commissioner Grace

Commissioner Grace said there would be a different sort of event this year for breast cancer awareness, which will be on Sunday, October 7, from 4:00 p.m. to 9:00 p.m., and she asked Craig Valentine to speak about it.

Craig Valentine, 1982 Tigertail Boulevard, co-owner of Gangrel's Wrestling Asylum, spoke about the Race A Wrestler event, in conjunction with K1 Speed, that would raise money for the Breast Cancer Research Foundation. He requested the use of the City logo for materials promoting the event.

Discussion ensued regarding the event.

Mayor James noted the logo would be emailed to Mr. Valentine and he needs to make sure it is used according to our rebranding guidelines.

Commissioner Salvino motioned to approve Mr. Valentine's use of the City logo for the breast cancer benefit; seconded by Commissioner Grace. The motion carried unanimously.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte noted it is our residents' fault that they leave their cars unlocked and vulnerable to burglary.

11.2 Commissioner Grace

Commissioner Grace thanked Athletic Director Anthony Ifedi and Mayor James for the Dania Dolphins' successful program.

Commissioner Grace noted there will be a luncheon on September 22, partly in her honor, and the Commission has been invited. We have a table, and she is looking for the full Commission and City Manager to be there to support her.

11.3 Commissioner Salvino

Commissioner Salvino had no comments.

11.4 Vice-Mayor Harris

Vice-Mayor Harris said he spoke to a representative of Host Compliance, a company that collects information on Airbnbs, which was a presenter at the League of Cities conference. The representative sent him a PowerPoint presentation that shows 416 rental listings in Dania Beach and surrounding areas.

Vice-Mayor Harris noted he asked Superintendent Runcie at a question and answer segment at the League of Cities conference if we could revisit the issue with the Olsen Middle School property, and he said yes.

11.5 Mayor James

Mayor James had no comments.

12. Appointments

12.1 Police & Fire Pension Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin distributed the projects report and reminded everyone of the First Budget Public Hearing tomorrow at 5:01 p.m.

City Manager Baldwin reflected on today's anniversary of the 9-11 tragedy.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Wednesday, September 12, 2018 - 5:01 p.m.	First Budget Public Hearing
Tuesday, September 18, 2018 - 5:01 p.m.	Second Budget Public Hearing
Tuesday, September 25, 2018 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 7:50 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF FIRST BUDGET PUBLIC HEARING
DANIA BEACH CITY COMMISSION
WEDNESDAY, SEPTEMBER 12, 2018 – 5:01 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:01 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Presentations

City Manager Baldwin reviewed the timeline of the budget process and the actions taken, and thanked the Commission for their direction in the budget preparation.

Nicki Satterfield, Director of Finance, presented an overview of the recommended budget, which is attached to and incorporated into these minutes.

Vice-Mayor Harris noted the lease on the Dania Beach Grill is up early next year, and asked how we factor in the potential revenue source for a new tenant there. He has been getting inquiries from restaurateurs who would like to energize the beach.

Finance Director Satterfield responded we only budgeted revenue through February since the lease is coming up. There has been discussion on what we might do with the property; until we know that, we have budgeted revenues conservatively.

3. Public Hearings

City Attorney Ansbro announced:

The OPERATING MUNICIPAL MILLAGE will be 5.9998 MILLS, which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 5.86% increase over the rolled back rate of 5.6675 MILLS as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

The voter-approved debt service millage rate is 0.1760 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

The City's aggregate millage rate is 6.1758 Mills (5.9998 Mills for operating and 0.1760 Mills for debt service).

The final hearing for the Budget and ad valorem tax Millage will be held at:

Dania Beach City Hall
100 West Dania Beach Boulevard, Dania Beach FL
Tuesday, September 18, 2018
5:01 p.m.

3.1 RESOLUTION NO. 2018-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2018-2019 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-115.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Vice-Mayor Harris motioned to adopt Resolution #2018-115; seconded by Commissioner Grace. The motion carried unanimously.

3.2 RESOLUTION #2018-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; CONFIRMING AND SUPPLEMENTING THE PRELIMINARY RATE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-116

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-116; seconded by Commissioner Salvino. The motion carried unanimously.

3.3 RESOLUTION #2018-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-117.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-117; seconded by Commissioner Salvino. The motion carried unanimously.

3.4 RESOLUTION #2018-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-118.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-118; seconded by Commissioner Salvino. The motion carried unanimously.

3.5 RESOLUTION #2018-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2018-2019; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-119.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-119, as amended; seconded by Vice-Mayor Harris.

Commissioner Salvino objected to raising the Commission's salaries.

The motion carried unanimously.

Commissioner Salvino noted he cannot attend the Second Budget Public Hearing as he will be out of town, and questioned whether or not he could call into the meeting.

City Attorney Ansbro noted five Commissioners present are not required as long as there is a quorum; however, if Commissioner Salvino wants to participate, it could be arranged using a speakerphone provided the audio is clear in both directions.

Mayor James moved to approve Commissioner Salvino's absence at the Second Budget Public Hearing on September 18, 2018; seconded by Commissioner Brandimarte. The motion carried unanimously.

4. Adjournment

Mayor James adjourned the meeting at 5:36 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF SECOND BUDGET PUBLIC HEARING
DANIA BEACH CITY COMMISSION
TUESDAY, SEPTEMBER 18, 2018 – 5:01 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:01 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

Absent:

Commissioner:	Chickie Brandimarte
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Commissioner Grace motioned to excuse the absence of Commissioner Brandimarte; seconded by Commissioner Salvino. The motion carried unanimously.

2. Presentation

City Manager Baldwin noted this is the second public hearing for the FY2018-2019 budget, and thanked the Commission for their direction in preparing the budget.

Nicki Satterfield, Director of Finance, presented an overview of the final budget, which is attached to and incorporated into these minutes.

3. Public Hearings

City Attorney Ansbro announced:

The OPERATING MUNICIPAL MILLAGE will be 5.9998 MILLS, which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 5.86% increase over the rolled back rate of 5.6675 MILLS as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

The voter-approved debt service millage rate is 0.1760 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

The City's aggregate millage rate is 6.1758 Mills (5.9998 Mills for operating and 0.1760 Mills for debt service).

3.1 RESOLUTION #2018-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2018-2019 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-131.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-131; seconded by Commissioner Salvino. The motion carried unanimously.

3.2 RESOLUTION #2018-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING ITS FINAL ANNUAL BUDGET FOR THE FISCAL YEAR 2018-2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-132.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Vice-Mayor Harris referenced a letter the Commission received via email from Greenspoon Marder regarding their concerns about our ability to perform relating to plan review and inspection services for anticipated construction at Dania Pointe. He asked Marc LaFerrier, Community Development Director, to read the letter.

City Manager Baldwin explained the letter just came in and they are expressing concern that there may not be sufficient resources budgeted for the Building Department, but they did not request the budget be amended. They are putting it on record so that the Commission is aware of it.

Community Development Director LaFerrier noted the letter indicates they are not asking to change our budget, but want us to be aware they will have a lot of demands in the coming year and want to be sure we are ready to properly fund any kind of support that is needed to keep their

project moving forward. He added if construction continues the way it is, with the current staffing, we will get backed up. They are recognizing that and want to be sure the City understands it; they support the City and the department in getting the staffing needed. He noted the way the budget has been prepared and given the dynamic environment we are working in, he has the opportunity to come back to the Commission and make another proposal.

Commissioner Grace motioned to adjust the City Manager's Recommended Budget, as amended; seconded by Vice-Mayor Harris. The motion carried unanimously.

Commissioner Grace motioned to adopt Resolution #2018-132; seconded by Vice-Mayor Harris. The motion carried unanimously.

4. Adjournment

Mayor James adjourned the meeting at 5:23 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request from Angel Lunkins, Deputy City Clerk, to attend the Florida Association of City Clerks (FACC) 2018 Fall Academy in Lake Mary, Florida, on October 14-18, 2018, for certification purposes (Estimated cost \$1,503.03)

Purchasing Requests ONLY

Dept:

Acct #:

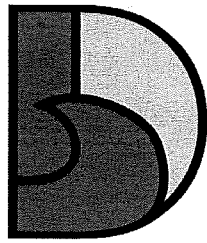
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Travel Request - Angel Lunkins 2018 FACC Fall Academy Lake Mary Oct. 14-18



**CITY OF DANIA BEACH
OFFICE OF THE CITY CLERK**

MEMORANDUM

DATE: September 25, 2018

TO: Mayor and City Commission

CC: Robert Baldwin, City Manager

FROM: Thomas Schneider, City Clerk

SUBJECT: Travel Request from Angel Lunkins, Deputy City Clerk, to attend the 2018 Florida Association of City Clerks (FACC) Fall Academy on October 14-18, 2018 in Lake Mary, Florida

This memo is to request approval for Angel Lunkins, Deputy City Clerk, to attend the Florida Association of City Clerks (FACC) Fall Academy, for certification purposes, which takes place on October 14-18, 2018 at the Orlando Marriott in Lake Mary, Florida.

The CMC Academy is an intensive program of continuing professional education for municipal clerks and deputy clerks. A CMC (Certified Municipal Clerk) certification is a special designation granted by the International Institute of Municipal Clerks (IIMC) to clerks who have completed 120 hours of attendance at a recognized academy and/or fulfilled other educational or non-educational requirements.

The FACC Fall Academy will be Ms. Lunkin's first opportunity to attend core classes for CMC certification purposes since becoming Deputy City Clerk. The estimated cost of the Academy is \$1,503.03, which has been planned for and budgeted in the Training, Education & Certifications Account #001-16-01-512-55-10.

It is recommended that the City Commission approve the travel request for Angel Lunkins, Deputy City Clerk.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Angel Lunkins
DEPARTMENT: City Clerk
LOCATION: Orlando, FL
TRIP/TRAINING DATE: October 14 - 18, 2018
PURPOSE: Attend 2018 FACC Fall Academy

CHECK ONE ☐ Certification
☒ General Training
☐ License
☒ Other

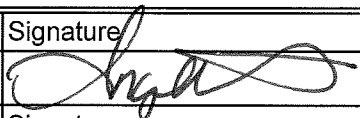
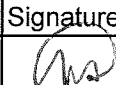
Note any overnight or out of state travel events attended in the last 12 months:
 N/A

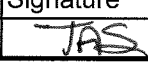
ACCOUNT NO: 001-16-01-512-55-10

COST SUMMARY		
Expense	Description	Estimate
Registration	FACC	\$ 400.00
Lodging (4 nights @ \$149) \$169	Orlando Marriott Lake Mary	\$ 676.00
Rental Car	Enterprise	\$ 145.75
Tolls	Estimate	\$ 37.08
Per Diem	Angel Lunkins	\$ 244.20
TOTAL EXPENSES		\$ 1,503.03

TOTAL ESTIMATED TRAVEL COST **\$ 1,503.03**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Angel Lunkins		9-17-18
Department Head (print)	Signature	Date
Tom Schneider		9-17-18
Finance Director (print)	Signature	Date
Nicki Satterfield		9/17/18

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens		9/17/18

[Sign Out](#) | [Angel Lunkins](#) | [Cart](#)

Keyword Search

Florida Association of City Clerks

Promoting and Developing the Educational and Professional Status of Florida City Clerks

[Home](#) | [Events](#) | [Directory](#) | [My Account](#)[Home](#) » [Cart](#)

Order Confirmation

Florida League of Cities

Order Number 68118
Order Date 9/17/2018
Bill To Angel Lunkins
Payment Method Visa *****3038
Name on Card Angel Lunkins
Ship To Angel Lunkins
100 W Dania Beach Blvd
Dania Beach, FL 33004-3643

Item	Quantity	Price	Total
FACC 2018 Fall Academy When: 10/14/2018 8:00 AM - 10/18/2018 5:00 PM Where: Marriott Orlando Lake Mary 1501 International Parkway Lake Mary, FL 32746 Registration Option: First Year (Basic)	1	400.00	400.00
10/14/2018			

Item	400.00
Total	
Transaction	400.00
Grand Total	
Payment Amount	400.00

A confirmation is being sent to: tstevens@daniabeachfl.govSend another copy to:

301 South Bronough Street, Suite 300, Tallahassee, FL 32302, (850) 222-9684 Fax (850) 222-3806

© 2018 Florida Association of City Clerks | [FACC Home](#)

ENHANCE YOUR STAY | SUMMARY OF CHARGES | CONTACT US



Orlando Marriott Lake Mary

1501 International Parkway Lake Mary Florida 32746 USA ☎ +1-407-995-1100

Thanks for booking directly with us, Angel Lunkins.

We look forward to hosting you.

Sun, Oct 14, 2018 – Thu, Oct 18, 2018

Confirmation Number: 76652404



Check-In: Sunday, October 14, 2018 03:00 PM

Check-Out: Thursday, October 18, 2018 12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

Total for Stay (all rooms)

757.12 USD

Room 1

Room Type >

Guest room, 1 King or 2 Double

[UPGRADE ROOM >](#)

Guaranteed Requests:

1 King Bed

[ALL REQUESTS >](#)

[Modify or Cancel Reservation](#)

Enhance your stay



Up to 35% off base rates

Plus earn up to 3,000 points.

[Learn More](#)

[Find Things to Do](#)

Angel Lunkins

You could earn 6,760 points during your stay.



Members get free nights, room upgrades, free Wi-Fi, exclusive offers, Member Rates and more.

Join

Summary Of Charges

Sunday, October 14, 2018 – Thursday, October 18, 2018

4 Nights at 169.00 USD per night per room

[see Rate details](#)

Taxes & Fees (per night per room)

Estimated Government Taxes & Fees

20.28 USD

Totals

Total for Stay (all rooms)

757.12 USD

Other Charges

Complimentary on-site parking

Rate Details & Cancellation Policy

- You may cancel your reservation for no charge until Friday, October 12, 2018 (2 day[s] before arrival).
- Please note that we will assess a fee of 189.28 USD if you must cancel after this deadline.
- Please note that a change in the length or dates of your reservation may result in a rate change.

Rate Guarantee Limitation(s)

- Changes in taxes or fees implemented after booking will affect the total room price.

Additional Information

- Upon check-in an authorization request will be placed on your credit/debit card in an amount equal to the cost of the room, tax and incidental charges for the length of your stay (up to seven nights). If your stay exceeds seven nights, an additional authorization may be requested for the entire amount of your stay (room, tax and incidentals). Upon check-out, your payment card will be charged for the actual amount incurred during your stay.

Enjoy instant benefits because you booked directly with
US

From: no-reply@partnerbookingkit.com
Sent: Monday, September 17, 2018 9:15 AM
To: Stevens, Tania
Subject: Enterprise Car Rental Confirmation: 1273072078

Thank you for your reservation! Your confirmation number is: 1273072078



Thank you for your reservation!

Your confirmation number is: 1273072078

[Modify or cancel your reservation here](#)

Reservation Details

Pickup Date & Time

Sat, Oct 13 2018 12:00 PM

Return Date & Time

Thu, Oct 18 2018 12:00 PM

Pickup Location

Dania
801 S Federal Highway
Dania, FL, United States 33004

Return Location

Dania
801 S Federal Highway
Dania, FL, United States 33004

Vehicle Information

Economy



Mitsubishi Mirage or similar

- Air Conditioner
- Automatic

Protection Products

- Collision damage waiver full
- Roadside assistance protection

Driver's Name

Anggel Lunkins

Email

alunkins@daniabeachfl.gov

Phone

+1 954-924-6800

Payment

Billing number

*****390

Rate Details

Base Rate	127.50 USD
Collision Damage Waiver Full	(included)
Roadside Assistance Protection	(included)
Tire Fee	(included)
Vlf Rec	(included)

Sc Rec	10.00 USD
Sales Tax	8.25 USD
Total Price	145.75 USD

Your discount has been applied.

This vehicle comes with unlimited mileage.

Hours of Operation

Sunday	Closed
Monday	7:30 AM–6:00 PM
Tuesday	7:30 AM–6:00 PM
Wednesday	7:30 AM–6:00 PM
Thursday	7:30 AM–6:00 PM
Friday	7:30 AM–6:00 PM
Saturday	9:00 AM–12:00 PM

Key Facts About Your Rental

This is a summary of the key facts you should know when hiring a vehicle, which will help you understand what will be included in your rental agreement.

The rental agreement will be entered into at the time and place of vehicle hire between you and our affiliate or franchisee of the Alamo Rent-A-Car brand that operates the branch location (referred to as “the Rental Company”) and will be governed by the law of the rental country. You should always read your rental agreement in full before signing it.

Note - Unless you purchase a waiver or protection product or one is included in your reservation as specified below, to the extent permitted by the law applicable to your rental agreement, you are responsible to the Rental Company for theft or any damage to the vehicle during the full period of your vehicle hire. For rentals in most countries, you will be liable even if the accident was not your fault. If you are liable, your liability includes loss of revenue if the vehicle cannot be rented because it is damaged or stolen, a reasonable claims administration fee, diminishment of value, and any towing, storage or impound fees of the vehicle. Third-party liability protection is included in your reservation unless you have booked utilising an Account Number and third-party liability protection is specifically excluded via the associated Corporate Account agreement.

Protection Products

Your rental agreement will include the following protection products:

- Collision damage waiver full (DAMAGE WAIVER)

SUN PASS

PREPAID TOLL PROGRAM

Toll Calculator

Payment Type

☐ SunPass
 ☐ Cash
 ☒ TOLL-BY-PLATE

Axle Count

☒ 2
 ☐ 3
 ☐ 4
 ☐ 5
 ☐ 6
 ☐ 7
 ☐ 8

Route Detail

Start Point: Griffin Rd. - \$0.54
 Cypress Creek Toll Plaza - \$1.50
 Lantana Plaza - \$0.00
 Three Lakes Plaza - \$16.50
 End Point: Orlando (I-4) - \$0.00

Trip Cost: \$18.54

You could save \$4.84 by using SunPass.
 *TOLL-BY-PLATE tolls are billed monthly, plus a \$2.50 administrative charge.

[Payment Options](#)
[Toll Violation Info](#)
[Construction Info](#)
[Toll Calculator Instructions](#)

Download the Toll Calculator Mobile App!

Supported Browsers
 IE10 or newer, Firefox and Chrome
 IE11 may require adjustments to the compatibility settings

Toll rates effective as of October 23, 2017

Please note that the toll values shown in this application are the same as the toll rates displayed at each respective toll collection location on the Turnpike system, which are shown via overhead signs and toll tickets. In the unlikely event that there is a discrepancy between the toll rates shown in this application and those displayed at the toll collection locations, those shown at the toll collection locations are the official toll rates on the Turnpike system facilities.

Map Legend

- Interchange
- Mainline Toll Point
- Service Plaza

Round-trip Total $\$18.54 \times 2 = \37.08

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Angel Lunkins

Description of Trip: Attend 2018 FACC Fall Academy

Daily Per Diem Rate for FY 19: \$ 66.00

Destination: Orlando, FL

First Date of Travel 14-Oct-18

Last Date of Travel 18-Oct-18

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Travel Sunday
Date							14-Oct-18
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							\$ 49.50

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Travel Sunday
Date	15-Oct-18	16-Oct-18	17-Oct-18	18-Oct-18			
Breakfast 15%	\$ -	\$ -	\$ -				
Lunch 35%	\$ 23.10	\$ -	\$ 23.10				
Dinner 50%	\$ 33.00	\$ 33.00	\$ 33.00				
Total Daily total =	\$ 56.10	\$ 33.00	\$ 56.10	\$ 49.50			

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 49.50

Total Per Diem Due to Traveler \$ 244.20

Meal Exclusions		
Date	Meal Provided	Amount
15-Oct-18	Breakfast	\$ 9.90
16-Oct-18	Breakfast	\$ 9.90
16-Oct-18	Lunch	\$ 23.10
17-Oct-18	Breakfast	\$ 9.90

FY 2019 Per Diem Rates for Orlando, Florida

Print ResultsNew Search



Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACo) website (a non-federal website).

Meals & Incidentals (M&IE) Rates

View Rates

Search:

Primary Destination ¹	County ²	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Orlando	Orange	\$122	\$122	\$122	\$152	\$152	\$152	\$122	\$122	\$122	\$122	\$122	\$122

Showing 1 to 1 of 1 entries



Meals & Incidentals (M&IE) Breakdown ¹

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

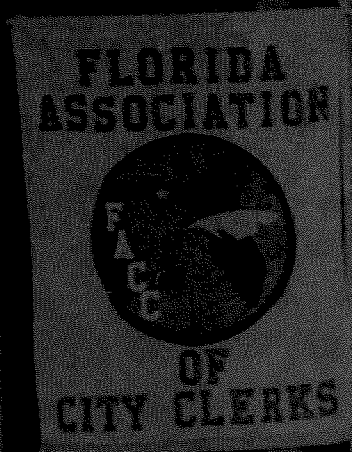
Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. **M&IE Total** = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Search:

Primary Destination ¹	County ²	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ³
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50

Showing 1 to 1 of 1 entries



2018 FACC FALL ACADEMY

OCTOBER 14-18 • ORLANDO MARRIOTT LAKE MARY

— Announcement —

#FACC2018

GENERAL INFORMATION

Join us October 14-18 for the 2018 Florida Association of City Clerks Fall Academy at the Orlando Marriott Lake Mary. The early registration deadline is **Friday, September 21, 2018**. Your registration form must be postmarked on or before September 21 to be eligible for the early registration fee. **And Friday, September 21 is the deadline to make your hotel reservation at the Orlando Marriott Lake Mary.**

CMC CERTIFICATION PURPOSE

The CMC Academy is an intensive program of continuing professional education for municipal clerks and deputy clerks. The purpose of the CMC Fall Academy is to provide the core classes considered essential for clerks to fulfill their day-to-day responsibilities, as well as to enhance leadership and administrative skills, update practical knowledge of clerks in a time of constant change, and provide a bridge between the latest academic theories and realities of current policies and practices. With increased municipal responsibilities, there is a great need for professional education to assist the municipal clerk in acquiring new skills and knowledge while strengthening those already in use.

WHAT IS THE CMC CERTIFICATION?

A CMC (Certified Municipal Clerk) certification is a special designation granted by the International Institute of Municipal Clerks (IIMC) to clerks who have completed 120 hours of attendance at a recognized academy and/or fulfilled other educational or non-educational requirements. Additionally, a CMC candidate must have been a member of IIMC for a minimum of two years. To be recognized by the IIMC, the academy must provide instruction in public administration and personal development. Therefore, not all sessions presented will be applicable to every clerk's unique position. These sessions are required to achieve a satisfactory completion of the IIMC certification training.

WHAT IS THE MMC CERTIFICATION?

The MMC (Master Municipal Clerk) certification is an educational program designed to encourage municipal clerks to continue their professional growth and development beyond attainment of the prestigious CMC designation. The MMC honors and salutes continued high-level achievement.



The education curriculum for both the CMC and MMC session content was developed, reviewed and approved by the Florida Institute of Government at Florida State University as an IIMC-approved institute, in cooperation with the FACC Professional Education Committee and Board of Directors.



ADVANCE REGISTRATION

All participants are encouraged to register in advance to avoid delays at the registration desk. Please complete and return the registration form, along with payment to **FACC, P.O. Box 1757, Tallahassee, FL 32302**. Make your check payable to FACC. We cannot accept purchase orders. MasterCard and Visa are accepted for online registration only. Registration forms will not be processed without payment in full. When your registration is received, a confirmation of registration will be emailed to you, so please provide your email address.

ONLINE REGISTRATION

Registration is available online by accessing FACC's website at floridaclerks.org. Simply fill out the online registration, click on the "submit transaction" button and your registration will automatically be sent to the FACC. If you register online, there are two payment options. You can pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked paid and you will receive your registration confirmation immediately via email. Or, you can send your registration form and fees by check to FACC, P.O. Box 1757, Tallahassee, FL 32302. **You are not considered registered until your payment is received and processed.**

REFUNDS

Cancellations must be in writing and either faxed to (850) 222-3806, emailed to facc@flcities.com or mailed to FACC, P.O. Box 1757, Tallahassee, FL 32302. All cancellations received by **5:00 p.m., Friday, September 21, 2018**, will be entitled to a refund less a \$25 administration fee. Prepaid registrants not canceled by this date will be included in the advance registration guarantee required by the hotel and are not eligible for a refund. Substitutions may be made at any time with advance notification.

HOTEL INFORMATION

This year's academy will be held at the Orlando Marriott Lake Mary. For reservations, please [click here](#) or call (800) 380-7724. The group rate for the Florida Association of City Clerks meeting is \$149/night plus tax/single or double. The Orlando Marriott Lake Mary offers self-parking at no cost. **The deadline to make your hotel reservation is Friday, September 21, 2018.**

REGISTRATION DESK SCHEDULE

Sunday, October 14	3:00 p.m. - 5:00 p.m.
Monday, October 15	7:00 a.m. - 5:00 p.m.
Tuesday, October 16	7:00 a.m. - 5:00 p.m.
Wednesday, October 17	7:00 a.m. - 5:00 p.m.
Thursday, October 18	7:00 a.m. - 5:00 p.m.

EVENT ATTIRE

Attire for this event is business casual.

FIRST YEAR PROGRAM

MONDAY - THURSDAY | OCTOBER 15-18, 2018

Monday, October 15, 2018

First Time Attendees Session

7:30 a.m. - 8:00 a.m.

This is an informal session for new attendees to meet your FACC Board, including the current and incoming FACC presidents, as well as the FACC executive director, FACC staff and staff from the Florida Institute of Government. Please join us for this brief but informative session to learn how your association can assist you in your professional goals and challenges, while also letting us get to know you as well.

Panelists: *IOG Staff, FACC Staff and Board Members*

Structure and Function of Local Government in Florida

8:00 a.m. - 12:00 p.m.

A historical overview of the evolution of municipal government, counties and special districts in Florida, and an analysis of the different organizational structures included within these jurisdictions.

Presenter: *Lynn Tipton, Director, FLC University, Florida League of Cities*

True Colors™: A Unique Approach to Team Building

1:00 p.m. - 5:00 p.m.

This session will introduce participants to the nationally recognized True Colors™ program. We will focus on personality styles, communication preferences, individual motivations and enhancing our interpersonal relationships with each other and our customers. Using the principles in this program will enable us to get along with people who are very different from ourselves and work more effectively with our daily work teams.

Presenter: *Dr. Sarah "Tippy" Amick, Adjunct Instructor, The John Scott Dailey Florida Institute of Government, Florida State University*

Tuesday, October 16, 2018

Election Basics

8:00 a.m. - 12:00 p.m.

Does the thought of your first (or even second) election send chills down your spine? Worried about messing something up? Don't worry; we've got your back! This election basics session will introduce clerks to the fundamentals of running a successful election. The first part of this session will cover the roles and responsibilities of the clerk, types of elections, absentee and early voting, managing poll workers and polling locations, what goes into a candidate package, advertising, qualifying, an introduction to campaign financing, the role of the canvassing board, determining election results, and where to direct various complaints (oh, you will get them!). The panel will also provide a generic checklist of election activities that each clerk can take back and tailor to their respective municipalities. The second part of this session will be highly interactive and will include individual questions submitted to the panel prior to and during the session. So that everyone's comfortable, questions may be submitted anonymously; so, feel free to ask away or share your own experiences.

Presenters: *Debra Buff, MMC, City Clerk, City of Belle Glade; Pamela Smith, MMC, City Clerk, City of Sanibel; Russell Muñiz, MBA, MPA, MMC, Assistant Town Administrator/Town Clerk, Town of Southwest Ranches*

Recognition Luncheon

12:00 p.m. - 1:30 p.m.

Ethics in the Workplace

1:30 p.m. - 5:00 p.m.

Every day, you and your staff as public employees face situations in which your personal and professional ethics are tested. The ethical dilemmas facing you or your department vary in degree of intensity. No matter the dilemma, every time you and your staff make a decision



Tuesday, October 16, 2018 cont.

in these situations, an ethical or unethical pattern of decision-making is established. This workshop will provide “ethical muscle” enabling you to consistently choose the most ethical solution to the situations facing you.

Presenter: Bob Harris, CEO, Harris Management & Consulting

Wednesday, October 17, 2018

Joint Session

Future of “Born Digital” Records

8:00 a.m. - 12:00 p.m.

Today, records are far more than just a piece of paper in a drawer and a pen is no longer needed to sign a document. More and more records are “born” digital, many never printed. This course will discuss how to expand your records management program to include born-digital records. We will cover born-digital filing and retention systems; how to incorporate digital signature programs and how to ensure that your born-digital records will be accessible through the years, even as software versions change.

Presenter: Wendy Klock-Johnson, MMC, Assistant City Clerk, City of Sacramento, California; and Tracy Ackroyd Howe, MMC, City Clerk, City of Clermont

The Municipal Clerk 101:

A Professional Toolbox

1:00 p.m. - 5:00 p.m.

This session will introduce you to the day-to-day duties that you will need to understand and be able to successfully implement during your first year as a municipal clerk. We will discuss the basics of Florida Notary Law, basic ordinances and resolutions including their differences and when to use them, legal advertising and public notices, the statutory requirements for minutes and, of course, a basic introduction to the do’s and don’ts of public records requests including contractor responsibilities. This will be a dynamic

session with plenty of time for questions and answers and an open discussion of topics with which you need help.

Presenters: Patricia J. Burke, MPA, MMC, Town Clerk, Town of Palm Shores; and Julie Hennessy, MMC, City Clerk, City of DeLand

Thursday, October 18, 2018

Records Management

8:00 a.m. - 12:00 p.m.

This four-hour session will provide city clerks with an overview of the laws and regulations regarding the identification, maintenance, access and retention of public records for both state and local agencies. Topics will include: Public Records Law requirements, records retention and disposition requirements, public records access requirements, electronic records and disaster preparedness.

Presenter: Amber Pepe, Government Operations Consultant, Division of Library and Information Services, Florida Department of State

Understanding the Basics of Governmental Budgeting and Accounting

1:00 p.m. - 5:00 p.m.

Fund accounting and performance budgeting can be as foreign to clerks as ordinances, resolutions and proclamations are to finance officers. This session is an introduction to the budgeting and accounting process used by local governments, and will include a discussion as to why cities have fund accounting and how to distinguish between the different funds.

Presenter: Robert E. Lee, DPA, ICMA-CM, Assistant Professor, Florida Gulf Coast University and Executive Director, Center for Florida Local Government Excellence, The John Scott Dailey Florida Institute of Government

SECOND/THIRD YEAR PROGRAM

MONDAY - THURSDAY | OCTOBER 15-18, 2018

Monday, October 15, 2018

Knock Their Socks Off! Presentation Skills 8:00 a.m. - 12:00 p.m.

This session will provide city clerks with the necessary skills to make outstanding presentations. We will explore the design, development and delivery of polished presentations, techniques to add interest, use of audio/visual support and, of course, handling the "pre-presentation jitters."

Presenter: Dr. Sarah "Tippy" Amick, Adjunct Instructor, The John Scott Dailey Florida Institute of Government, Florida State University

Florida Ethics Law

1:00 p.m. - 5:00 p.m.

This four-hour course is designed to fulfill the state law requiring all elected municipal officers to receive four hours of ethics-specific training annually. Even though most clerks are not elected, this is an extremely important session for those who work with municipal governments. It will include a review of the Florida Ethics Law, Chapter 112; discussion of reporting for gifts and issues related to the gift law; voting conflicts; nepotism laws; and an overall discussion of a culture of ethics within a municipal government

Presenter: Clifford Shepard, Esq., Board Certified - City, County & Local Government Law; Shepard, Smith, Kohlmyer & Hand, P.A.

Tuesday, October 16, 2018

Florida's Government in the Sunshine Laws: Open Meetings and Public Records 8:00 a.m. - 12:00 p.m.

Open government is a longstanding tradition in Florida, which arguably has the strongest laws in the United States. This expanded workshop will provide attendees with critical insight into Florida's Sunshine and Public Records Laws, including the reasons why the law supports the public's right of access to governmental meetings and records; who is subject to these laws; what qualifies as a meeting or public record; procedural requirements; and exemptions and penalties for failure to comply. While this presentation covers a lot of information, there will be ample opportunity for participants to ask questions and get feedback.

Speaker: Barbara Petersen, President, First Amendment Foundation

Recognition Luncheon

12:00 p.m. - 1:30 p.m.

Manage and Lead with Confidence

1:30 p.m. - 5:00 p.m.

Do you project confidence, arrogance or insecurity? What does your communication style do for your image? What does "casual Friday" REALLY mean? What is the difference between managing and leading? During this workshop, you'll begin to enhance and develop every aspect of your professional presence, one that will also help you to pursue your career goals with greater self-esteem and confidence. During this workshop, you will:

- Understand the importance of branding yourself and why it is crucial to your career
- Learn strategies to establish presence, confidence and credibility



Tuesday, October 16, 2018 cont.

- Practice communicating with empathy, tact and power (even when you must say things people don't necessarily want to hear)
- Learn habits to help you get more out of your day, in less time
- Gain tools to manage effectively and lead by example

Presenter: Mari Rains, Acting Director, The John Scott Dailey Florida Institute of Government, University of Central Florida

Wednesday, October 17, 2018

Joint Session

Future of "Born Digital" Records

8:00 a.m. - 12:00 p.m.

Today, records are far more than just a piece of paper in a drawer and a pen is no longer needed to sign a document. More and more records are "born" digital, many never printed. This course will discuss how to expand your records management program to include born-digital records. We will cover born-digital filing and retention systems, how to incorporate digital signature programs and how to ensure that your born-digital records will be accessible through the years, even as software versions change.

Presenter: Wendy Klock-Johnson, MMC, Assistant City Clerk, City of Sacramento, California; and Tracy Ackroyd Howe, MMC, City Clerk, City of Clermont

Dealing with Difficult People While Managing Stress

1:00 p.m. - 5:00 p.m.

We all deal with difficult/negative people in our day-to-day work life. Learn about the five difficult personality styles, how to identify negativity and what causes it, and how to address it. Learn about the five conflict resolution styles and when to use each one. You will also learn how to overcome hostile situations and learn about the "stress management formula," which includes managing your thinking, strengthening yourself and taking control of your stress. Finally, you will receive

10 stress management tips that really do work... If used! Join us for this fun-packed learning session.

Presenter: Bob Harris, CEO, Harris Management & Consulting

Thursday, October 18, 2018

Generational Differences: Work Ethic, Communications, Expectations

8:00 a.m. - 12:00 p.m.

This four-hour workshop will address generational differences and make recommendations for how to work through these differences and create a productive and positive work environment. We will focus on practical ideas that can be put to work immediately and discuss how members of different generations think, communicate and work. We will focus on a concept called "self-leadership" to aid in working through the tensions created in an intergenerational work place and set appropriate expectations for ourselves and those with whom we work. Specifically, this workshop will encourage acknowledging and appreciating differences, agreeing on how to accommodate different work styles, leveraging the strengths offered by coworkers of different generations and being results-oriented.

Presenter: Casey Lucius, Ph.D., President, Launch Learning Systems

Instant Insight: 15 Questions to Great Relationships

1:00 p.m. - 5:00 p.m.

Effective, enjoyable relationships thrive because people understand what makes each other tick. Conventional wisdom says this understanding takes time to develop – after trial and error, hurt feelings and lost trust. Bosh! It need not take more than 15 minutes. Jumpstart any relationship, including employer-employee, teams, even personal relationships, by asking simple, non-threatening questions that will give you the insight you need to motivate, teach and empower anyone – instantly!

Presenter: J. Lenora Bresler, Attorney, Certified Senior Human Resource Professional, Leadership Consultant, Speaker, Author, Radio Personality, Bresler Training, LLC

MONDAY - WEDNESDAY | OCTOBER 15-17, 2018

Monday, October 15, 2018

Turning the Page: Expectations 2018-2019
8:00 a.m. - 12:00 p.m.

Have you ever been reading a great book, finished the page and could hardly wait to see what unfolds on the next page – solution, villain, hero? That expectation is what kept you reading. 2019 promises to deliver that same expectation of wonder, uncertainty and change. Most of us have no idea what to expect as we turn the page in the workplace. “Different” is the new normal. We are responsible for generating results and making them more sustainable. You must be aware and take proactive steps to provide solutions that get you where you choose to go. Turning the page on expectations takes tenacity, endurance and passion. Uncertainty makes or breaks you, but it primarily reveals you! Join us while we review and discuss change and how it effects expectations in communications, performance, leadership, motivation, relationships and much more. Turning the page from 2018 to 2019 will strengthen you and make you more credible, reliable and enduring as a leader.

Presenter: Ava Fluty, N.D., MEd., CNHP,
Keynote/Speaker/Trainer/Consultant

Compassion and Civility in the Workplace
1:00 p.m. - 5:00 p.m.

Today more than ever, focusing on workplace civility is critical. A 2016 survey reveals that 95 percent of respondents indicate that civility is a problem, 74 percent report it's worse than a few years ago and 70 percent indicate it's reached crisis proportions. This may be a larger factor in workplace productivity than business leaders are willing to admit! The impact of incivility causes a reduction in productivity and an increase in absenteeism, sick time and turnover. When asked, leaders and staff members at all levels in an organization cannot identify the definition past

being polite. This workshop helps leaders and staff at all levels bring back basic tenets such as respect, support and trust with actionable steps toward making civility in the workplace a priority.

Presenter: Trina Pulliam, President,
Trainnovations, Inc.

Tuesday, October 16, 2018

Municipal Problem-Solving:
We Are Stronger When We Share
8:00 a.m. - 12:00 p.m.

This hands-on, roll up your sleeves, highly interactive problem-solving session was first introduced as an elective during the 2018 Summer Conference and Academy and has been adjusted to include more structure and areas of critical concern for the more advanced curriculum. Who better to help you solve workplace problems than your municipal colleagues, many of whom have years of experience! The facilitated discussion will introduce and guide brainstorming sessions on four current challenges municipal clerks face and then transition into helpful conversations about tried-and-true methods and resources for solving today's municipal problems. Groups will report their recommendations to the full audience and all participants will have action plan materials to enact. Problems we will be solving together include:

- Staffing/personnel issues and concerns
- Public records issues
- Crafting the clerk role: job descriptions and evaluations
- Public relations and communications

Presented by: Lynn Tipton, Director, FLC
University, Florida League of Cities

Recognition Luncheon
12:00 p.m. - 1:30 p.m.

Tuesday, October 16, 2018 cont.

The Confidence Quadrant™

1:30 p.m. - 5:00 p.m.

This workshop will examine how and why two individuals can have the same experience yet take away entirely different results. Some come away more confident while others do not. Some fail and adapt, while others keep making the same mistakes repeatedly. Participants in this training will learn:

- The four Confidence Quadrant™ types and the performance impact of each
- Why some people embrace success and failure while others do not
- The power of both success and failure to pursue greatness
- How confidence and adaptability are the keys to sustained achievement

Presenter: Darren Fisher, CEO/Founder, SPEARity™

Wednesday, October 17, 2018

Joint Session

Future of “Born Digital” Records

8:00 a.m. - 12:00 p.m.

Today, records are far more than just a piece of paper in a drawer and a pen is no longer needed to sign a document. More and more records are “born” digital, many never printed. This course will discuss how to expand your records management program to include born-digital records. We will cover born-digital filing and retention systems, how to incorporate digital signature programs and how to ensure that your born-digital records will be accessible through the years, even as software versions change.

Presenter: Wendy Klock-Johnson, MMC, Assistant City Clerk, City of Sacramento, CA; and Tracy Ackroyd Howe, MMC, City Clerk, City of Clermont



The Board of Directors of the Florida Association of City Clerks – along with its partners, the membership, The John Scott Dailey Florida Institute of Government and the Florida League of Cities – is committed to meeting the ever-changing educational needs of city clerks. FACC is dedicated to providing enhanced and catered educational opportunities.

This 2018 Fall Academy Program is designed to be academically advanced, with the ability to offer the maximum points for the CMC and MMC designations. We hope you agree and thank you for the opportunity to serve you!



FACC 2018 FALL ACADEMY REGISTRATION FORM

OCTOBER 14-18, 2018 | ORLANDO MARRIOTT LAKE MARY

Complete registration form and email to facc@flcities.com, fax to (850) 222-3806 or mail to FACC, P.O. Box 1757, Tallahassee, FL 32302-1757. Or you may register online at www.floridaclerks.org. We accept Visa, MasterCard or checks as payment for registration fees. Make checks payable to FACC. Registration includes continental breakfast and refreshment breaks Monday through Thursday and Tuesday's Recognition Luncheon. If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description to your advance registration form. For more information, contact Rachel Embleton with FACC at (850) 222-9684 or facc@flcities.com.

One Registrant Per Form. Please use additional registration forms as needed.

Last Name: _____ First Name: _____
(As you wish it to appear on your badge)

Title: _____ Affiliation: _____
(City/County/Government/Company)

Mailing Address: _____

City: _____ State: _____ Zip: _____

FACCDistrict: _____ Email: _____

Work Phone: _____ Fax: _____

Current Certification: ☐ MMC ☐ CMC ☐ None (see next question)

If you do not have a current CMC designation, please note which year of the basic program you will be attending: ☐ 1st Year ☐ 2nd Year ☐ 3rd Year

Please choose the appropriate education track and membership status

	On/Prior 9/21/18	Fee Paid	After 9/21/18	Fee Paid
First Year Basic - FACC Member	\$400.00		\$450.00	
First Year Basic - FACC Associate Member	\$425.00		\$475.00	
First Year Basic - Non-Member	\$475.00		\$525.00	
Second Year Basic - FACC Member	\$400.00		\$450.00	
Second Year Basic - FACC Associate Member	\$425.00		\$475.00	
Second Year Basic - Non-Member	\$475.00		\$525.00	
Third Year Basic - FACC Member	\$400.00		\$450.00	
Third Year Basic - FACC Associate Member	\$425.00		\$475.00	
Third Year Basic - Non-Member	\$475.00		\$525.00	
Advanced - FACC Member	\$375.00		\$425.00	
Advanced - FACC Associate Member	\$400.00		\$450.00	
Advanced - Non-Member	\$450.00		\$500.00	

Payment Information

Method of Payment: ☐ Check (payable to FACC) Total Enclosed: \$ _____

Visa and MasterCard accepted via online registration only.



2018 FALL ACADEMY INDIVIDUAL DAY TICKETS

OCTOBER 14-18, 2018 | MARRIOTT ORLANDO, LAKE MARY

Please Print

Name: _____ Title: _____

Municipality (City, Town, Village of): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

	1-3 Year Membership	Advanced Membership	Non-Member
Monday, October 15 Ticket includes Continental Breakfast, Education Sessions, and refreshment breaks.	\$175	\$175	\$200
Tuesday, October 16 Ticket includes Continental Breakfast, Education Sessions, Graduation Luncheon and refreshment breaks.	\$225	\$225	\$250
Wednesday, October 17 Ticket includes Continental Breakfast and a half day of Education Session for Advanced Members and a full day of Education Sessions for 1st, 2nd and 3rd year attendees, and refreshment breaks.	\$175	\$125	\$200 (1-3 yr), \$150 (Adv)
Thursday, October 18 Ticket includes Continental Breakfast, refreshment break and full day Education Sessions for 1st, 2nd and 3rd year attendees.	\$175	-----	\$200 (1-3 yr)

Total \$ _____

Accepted Methods of Payment:

- Visa and MasterCard accepted via online registration only.
- Check (Payable to FACC) \$

Mail to:

FACC
P.O. Box 1757
Tallahassee, FL 32302-1757

Fax to:

(850) 222-3806

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Gaboton Memo, R-2018- Gaboton Group, LLC Agreement



City of Dania Beach

City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

Date: September 25, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager

From: Thomas J. Ansbro, City Attorney

Subject: Federal Lobbyist Agreement between the City of Dania Beach and
The Gaboton Group, LLC (Josh Gaboton)

The City Commission expressed its intention to renew the contract with The Gaboton Group for federal lobbyist services. A resolution authorizing an Agreement with the Gaboton Group in an annual amount not to exceed Forty Five Thousand Dollars (\$45,000.00) is attached. It includes monthly payments of \$3,416.00 for lobbyist services and expenses not to exceed \$4,000.00.

The terms of the agreement are virtually identical to the agreement that was executed last year; the terms will begin on October 1, 2018 and expire on September 30, 2019.

A copy of the Agreement is attached.

TJA:la

RESOLUTION NO. 2018-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gaboton Group, LLC provides professional services in the fields of government and public affairs including legislative procedure and regulatory processes, public policy, federal appropriations, and grant programs administered by the federal government; and

WHEREAS, the City of Dania Beach, Florida (“City”) deems it in its best interest to retain Gaboton Group, LLC to provide such services; and

WHEREAS, Gaboton Group, LLC proposes to provide these services for a monthly retainer of Three Thousand Four Hundred Sixteen Dollars (\$3,416.00), not to exceed Forty Thousand Nine Hundred Ninety Two Dollars (\$40,992.00) plus out-of-pocket expenses approved by the City Manager not to exceed a total of Four Thousand Dollars (\$4,000.00) for a period extending from October 1, 2018 through September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes an Agreement with Gaboton Group, LLC for an annual amount not to exceed Forty Thousand Nine Hundred Ninety Two Dollars (\$40,992.00) for the retainer fees and a sum not to exceed Four Thousand Dollars (\$4,000.00) for reimbursable expenses; further, the proper City Officials are authorized to execute an agreement, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference, for such services and expenses; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interests of the City.

Section 4. That funding for the public affairs and legislative services are planned and appropriated in the Fiscal Year 2018-2019 budget General Fund City Commission Professional Services Account No. 001-11-00-511-31-10.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF DANIA
BEACH, FLORIDA, AND THE GABOTON GROUP, LLC.**

The following is an agreement (this "Agreement") between the City of Dania Beach, Florida, and the firm The Gaboton Group, LLC, hereinafter referred to as "The Gaboton Group".

WHEREAS, The Gaboton Group provides professional services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government; and

WHEREAS, the City of Dania Beach deems it in its best interest to employ The Gaboton Group to provide the City with services in the field of federal government and public affairs consulting, including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. **PROFESSIONAL SERVICES TO BE PROVIDED:** The Gaboton Group will consult and advise City officials and staff, as requested, on Federal government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government, including but not limited to:
1. Developing strategies to obtain and maximize Federal funding for Transportation and Infrastructure, Economic Development, Law Enforcement, Emergency Response, Educational and Technological Related Activities, including Shore Restoration Initiatives mutually agreed to in writing by the City and The Gaboton Group.
 2. Coordinating the City's Federal appropriations, authorizations, grants, legislation and policy related activities with the United States Congress and Federal agencies.
 3. Access to The Gaboton Group's new Grant Services Department and to assist the City to secure federal grant funding from federal agencies in Washington DC.
 4. Monitor trends and priorities amongst the federal agencies, and The Gaboton Group will work to refine City grant proposals and insure they reflect City Administration funding objectives.
 5. Maintain direct contact with Congressional Delegation members, and their staff in Washington and Florida.
 6. Coordinate and convene local meetings with staff from the offices of Representative Debbie Wasserman-Schultz, Senator Bill Nelson and Senator Marco Rubio and their successors, to update the City on legislation and policy.

7. Maintain contact with key officials from the United States House of Representatives and Senate on issues and interests involving the City.
8. Assisting to maintain contact with key officials from the Florida State legislature, and Committees staff, on issues and interests involving the City.
9. Advocating City's interests to Federal Departments and Agencies as necessary; and
10. Two site visits per year to update and brief key City Officials and representatives on legislative activity and progress.

B. **PAYMENT:** The parties have determined the most efficient and economical method to compensate for The Gaboton Group's services to be provided is by a monthly retainer with a not to exceed annual contract amount of Forty One Thousand Dollars (\$41,000.00). The monthly retainer shall be deemed earned by The Gaboton Group upon the City being invoiced by The Gaboton Group.

- (i) **MONTHLY RETAINER:** The Gaboton Group's compensation for the services provided hereunder shall be \$3,416.00 per month. The Gaboton Group shall submit the monthly \$3,416.00 fee invoice at the first of each month, beginning on October 1, 2018.
- (ii) **EXPENSES:** The fees described in subsection (i) above include two (2) visits by The Gaboton Group personnel to the client offices. Such fees do not include, however, payment (reimbursement) for expenses incurred by The Gaboton Group, if any, in connection with (1) visits to the Client's offices in excess of the number of visits set forth in the foregoing sentence, and (2) out-of-town travel undertaken by The Gaboton Group personnel at the advance written request of the client. Any reasonable and necessary costs incurred by The Gaboton Group in connection with such additional visits and out-of-town travel shall be paid (or reimbursed) by the Client upon presentation of reasonable back-up documentation; provided, however, no such expense shall exceed a maximum of Four Thousand Dollars (\$4,000.00) for the term of the Agreement.

PART II GENERAL PROVISIONS

- A. **COOPERATION:** The City of Dania Beach will cooperate, participate in meetings, and provide any information and documentation as may be reasonably requested by The Gaboton Group to enable the Firm to provide professional services.
- B. **STATUS OF THE GABOTON GROUP, LLC:** The parties intend that The Gaboton Group, in performing its services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Gaboton Group is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City of Dania Beach provides to its employees.

- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS:** All notices, invoices, and payments shall be made in writing and shall be given by electronic mail, U.S. mail or personal delivery. Notices, bills and payments sent by mail must be addressed as follows:

City of Dania Beach:

City Manager
100 West Dania Beach Boulevard
Dania Beach, FL 33004
(954) 924-6800

The Gaboton Group:

The Gaboton Group, LLC
Federal Government and
Public Affairs Consultants
601 Pennsylvania Ave, NW Suite 900
Washington, DC 20004
(703) 307-0063

- D. **NON-DISCRIMINATION:** The Gaboton Group shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment related to race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **COMPLIANCE:** The Gaboton Group and the City of Dania Beach shall comply with the Lobbying Disclosure Act and all amendments and the Honest Leadership and Open Government Act of 2007.
- F. **TERM OF AGREEMENT:** This Agreement shall become effective October 1, 2018 and shall terminate on September 30, 2019 or upon 30 days' written notice by either party to the other with or without cause.
- G. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, in special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- H. **DISPUTE RESOLUTION:** All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute,

the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both The Gaboton Group and the City of Dania Beach, Florida. **This Agreement may be extended by advance written mutual agreement.**

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2018.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CERLK

TAMARA JAMES
MAYOR

APPROVED AS TO LEGAL FORM:

THOMAS J. ANSBRO
CITY ATTORNEY

ROBERT BALDWIN
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2018, by Joshua J. Gaboton, as President of The Gaboton Group, LLC, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

CONSULTANT:

The Gaboton Group, LLC

Signature

Joshua J. Gaboton

PRINT Name

President

Title

Dated: _____, 2018

Notary Public, State of _____

Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE ADVERTISEMENT AND SOLICIT BIDS FOR THE VARIOUS COMPONENTS OF THE CITY BEACH REVITALIZATION PROJECT PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECT DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo- Dania Beach Revitalization Phase II Project Authorization to Bid- rsn (Fin Review 9-6-18) -rev, R-2018- Beach Revitalization Phase II Components Authorization to Bid



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie Navarro, PE, CFM, Deputy Director/City Engineer

DATE: September 11, 2018

RE: Authorization to Bid- Dania Beach Revitalization Phase II Project

On January 9, 2018 the City Commission approved Resolution 2018-006 authorizing the award of consulting services to Cartaya & Associates to proceed with the design of the bathroom, outside shower located in the median and the electrical laterals. The project is near completion and is ready for the bid process. Public Services is requesting authorization to bid this project for construction in four components: bathroom renovation, south portal median island showers, FPL relocation, and electrical laterals. Please note that reroofing of the existing Ocean Rescue Building will be awarded separately under piggyback contract with Garland DBS through US Communities cooperative purchasing program.

The City Commission approved funding for the Dania Beach Revitalization Project Phase II in the FY 2017-2018 Infrastructure Improvements other than Bldgs. Account#301-72-60-572-63-10 in the amount of \$1,153,798.00 which has a current remaining balance of \$639,932.30.

Recommendation

It is recommended that the City Commission approve authorization to bid.

RESOLUTION NO. 2018-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE ADVERTISEMENT AND SOLICIT BIDS FOR THE VARIOUS COMPONENTS OF THE CITY BEACH REVITALIZATION PROJECT PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-16 of the City Code of Ordinances provides that all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required, and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the Public Services Department has determined that Phase II of the City Beach Revitalization Project (the "Project") is divided into four (4) project components; and

WHEREAS, the Dania Beach Revitalization Project Phase II is composed of a bathroom renovation, Florida Power & Light (FPL) underground electrical work, south portal outside showers, and electrical laterals; each component, with the exception of the FPL underground work, will be bid separately; and

WHEREAS, the City Commission approved funding for Phase II of the Project in the Fiscal Year 2017-2018 budget in the amount of One Million One Hundred Fifty Three Thousand Seven Hundred Ninety Eight Dollars (\$1,153,798.00); and

WHEREAS, the Dania Beach Revitalization Project Infrastructure Improvements Account #301-72-60-572-63-10 has a current remaining balance of Six Hundred Thirty Nine Thousand Nine Hundred Thirty Two Dollars and Thirty Cents (\$639,932.30) after Commission appropriations for the FPL underground work in the amount of One Hundred Eighty Nine Thousand Four Hundred Eighty Three Dollars (\$189,483.00), architectural and survey services in the amount of One Hundred Twenty Four Thousand Five Hundred Seventy Dollars (\$124,570.00) and architectural services related to the seawall in the amount of One Hundred Ninety Nine Thousand Eight Hundred Twelve Dollars and Seventy Cents (\$199,812.70).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to proceed with bidding the project known as the Dania Beach Revitalization Project Phase II for the bathroom renovations, south portal outside showers, and electrical laterals.

Section 3. That funding is planned and appropriated for this project in the amount of Six Hundred Thirty Nine Thousand Nine Hundred Thirty Two Dollars and Thirty Cents (\$639,932.30) in the Dania Beach Revitalization Project Infrastructure Improvement Account 301-72-60-572-63-10.

Section 4. That all resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FOR THE 2018 TRANSPORTATION SYSTEM SURTAX

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

memo surtax, R-2018- BC ILA Transportation System Surtax, Transporation Surtax ILA 8-29 revision (2)



Office of the City Manager

Date: September 17, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Colin Donnelly, Assistant City Manager *cd*

Subject: Interlocal Agreement Transportation System Surtax

The November 6, 2018 election contains a ballot question to allow Broward County to impose a 1% surtax that would be used to support transportation systems. The Broward County Metropolitan Planning Organization (MPO) is requesting that each municipality in the County support the Transportation System Surtax by entering into an Interlocal Agreement (ILA).

If approved by the voters, funding from the Transportation System Surtax would support county-wide transportation initiatives, as well as, support municipal transportation projects and the community bus program. The agreement would set aside 10% of the funds raised for municipal projects.

The City's transportation projects remain the same from the prior ballot question and the project list will be amended from year to year through the MPO.

Recommendation

Approve the Resolution in Support of the ILA between the City of Dania Beach and Broward County in support of the "Transportation System Surtax".

Attachment (s)

1. Exhibit 1 – Regional Mobility and Transportation Summary Enhancement Plan
(Broward County)
2. Broward County Memo of 8/16/2018

EXHIBIT 1
REGIONAL MOBILITY AND TRANSPORTATION
ENHANCEMENT PLAN
30-Year Financial Summary

OPERATING	
Costs	30-Year Period
Status Quo - Existing Operations	\$7,295,019,922
New 30-yr. Bus Service Plan	\$4,410,485,324
New Light Rail Transit (LRT)	\$1,417,566,886
Public Works	\$210,473,592
Transit Security - Operations	\$95,150,831
Total Operating Costs	\$13,428,696,555
Revenues	30-Year Period
Status Quo - Existing Operations	\$4,224,896,904
Public Works	\$0
New State Block Grants - Bus	\$286,681,546
New State Block Grants - LRT	\$92,141,848
All New Revenue	\$351,240,271
Farebox Revenues (New Bus)	\$1,014,411,624
Farebox Revenues (New LRT)	\$212,635,033
Total Operating Revenues	\$6,182,007,227
Operating Revenues Minus Costs	(\$7,246,689,328)
New Surtax Funding for Operating	\$7,246,689,328
CAPITAL	
Costs	30-Year Period
Status Quo - Existing Capital	\$1,126,986,071
30-yr. Bus Service Plan - New Vehicles	\$208,226,329
30-yr. Bus Service Plan -New Replacement Vehicles	\$370,447,855
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Light Rail Transit Vehicles (New)	\$194,290,841
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BRT/Rapid Bus Infrastructure	\$396,749,505
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Revenues	30-Year Period
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FTA Formula Grants (New Bus)	\$142,672,770
FTA Formula Grants (New LRT)	\$53,051,568
FTA State of Good Repair Formula Grants - LRT	\$62,953,800
Other Public Works Grants (FDOT, MPO, FHWA - \$90 mil.)	\$90,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants - New LRT/BRT	\$815,141,042
New Disc. Grants (25% FTA + 25% FDOT:MPO process)	\$632,470,793
Total Capital Revenues	\$2,650,747,485
Capital Revenues Minus Costs	(\$4,082,679,210)
New Surtax Funding for Capital	\$4,082,679,210
Projected 1-cent Sales Tax Revenue	\$15,629,448,616
(Less 5% of Total Surtax Revenue)	(\$781,472,431)
Remaining Annual Surtax Revenue	\$14,847,976,185
(Broward Co. Operating & Capital Deficit)	(\$11,329,368,538)
Total Broward Co. Contingency	\$960,414,552
City Allocation (Minimum 10% of Surtax Revenue):	
Direct Funding of Community Bus Cap. and O&M	\$539,665,526
City-Requested Projects	\$2,800,000,000
TOTAL	\$3,339,665,526



OFFICE OF MANAGEMENT AND BUDGET

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

MEMORANDUM

August 16, 2018

TO: Board of County Commissioners

FROM: Norman Foster, Director
Office of Management and Budget

A handwritten signature in black ink, appearing to read "NSF", is written over the printed name and title of Norman Foster.

SUBJECT: Fiscal Impact Statement Re: Proposed Transportation System Surtax Interlocal Agreement between Broward County, participating municipalities, and the Broward County Metropolitan Planning Organization

Summary

Charter Counties have the authority to levy up to a one percent increase in the sales tax subject to approval by a majority vote of the electorate for transportation purposes. Generally, the tax proceeds are restricted for the planning, development, construction, operation, and maintenance of bus systems, fixed guide-way rapid transit systems, on-demand transportation services, roads, and bridges. The proposed interlocal agreement establishes the MPO's commitment to review and rank municipal projects; commits that ten percent of the total surtax proceeds received would be used to fund municipal projects approved by the Oversight Board and enhanced community bus service; states the County estimate of surtax funds that would be available over the term of the levy to fund approved municipal projects, and states the County intention in good faith to utilize that sum; contains a pledge of support for the ballot measure by all parties; and establishes periodic reporting and audit requirements.

Fiscal Impact

It is estimated that the levy of one cent of transportation surtax would generate \$357.4 million in revenue the first full fiscal year in 2020. Per Florida Statute (FS129.01) the County can only appropriate 95% of revenues which equals to \$339.5 million.

The proposed interlocal agreement would commit that at minimum 10% of the total surtax proceeds received would be used to fund municipal projects equaling \$33.9 million in the first year and future amounts are dependent on future surtax revenue distributions.

NF:sz

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

RESOLUTION NO. 2018-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FOR THE 2018 TRANSPORTATION SYSTEM SURTAX; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, because of the urgent need for transportation system improvements throughout Broward County (“County”); on June 5, 2018, the Broward County Commission voted to place a proposed “Transportation System Surtax Levy” of one percent (1%) on the November 6, 2018 ballot; and

WHEREAS, Broward County and the Metropolitan Planning Organization (“MPO”) are requesting that each municipality within the County enter into an Interlocal Agreement (“ILA”) to support the “Transportation System Surtax”;

WHEREAS, the County and the municipalities are entering into the Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of residents and visitors, including education of the electorate, consistent with state law requirements, on the importance of the Ballot Proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Interlocal Agreement with Broward County and the Metropolitan Planning Organization for the Transportation System Surtax.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interests of the City.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Transportation System Surtax Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the municipalities that formally approve this Agreement and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County existing under the laws of the State of Florida (collectively, the "Municipalities"), and the Broward County Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO").

Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

1. Levied the surtax subject to subsequent voter approval;
2. Established a transportation surtax trust fund into which all surtax proceeds will be deposited;
3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;
4. Established a seven (7) member entity (the "Appointing Authority") to appoint the members of the Oversight Board. One of the members is a designee of the Broward League of Cities; and
5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

C. The County Commission, the governing body of each of the Municipalities, and the MPO enter into this Agreement on behalf of their respective entities after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system within Broward County will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;
2. The ten-year Transportation Development Plan approved by the County Commission on January 9, 2018, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial *ad valorem* tax revenues to subsidize transit operations;
3. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2045 Metropolitan Transportation Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible for reasons including a lack of dedicated revenue for operations and maintenance; and
4. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and businesses that would otherwise be allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding to advance the mobility goals of the region.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

I. **Recitals**. The above-stated Recitals are true and correct and are incorporated herein by this reference.

II. **Applications for Funding**. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which will be considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of \$2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. Eligibility. While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

A. Street lighting - Improvements to lighting systems along a public road that illuminate the right-of-way for vehicles, pedestrians, and bicyclists. A lighting justification report consistent with Broward County and FDOT policies is required for these improvements to be considered;

B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

E. Landscaping - Only improvements within the public road right-of-way that meet the applicable design criteria may be considered for funding;

F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County, MPO, and Municipalities representing a majority of the population of Broward County entering into a separate agreement to establish the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects.

V. Surtax Proceeds for Submitted Municipal Projects.

A. If the proposed surtax levy is approved by the voters in the November 6, 2018, election, the net amount of transportation surtax proceeds the County receives from the Florida Department of Revenue ("FDOR") shall be defined as the "Transportation Surtax Proceeds." The amount of Transportation Surtax Proceeds currently estimated to be received during the thirty-year levy is approximately \$15.6 billion.

B. Section 212.055, Florida Statutes, which authorizes the levy of the proposed surtax, was recently amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." In connection with that audit, the County submitted to the state's Office of Program Policy Analysis and Government Accountability a table attached hereto as Exhibit A (the "Table"). The Table shows the amount of Transportation Surtax Proceeds currently projected to be received by the County and the current intended use of such proceeds.

C. The row of the Table titled "City Projects" represents the County's current estimate of the amount of money available and intended in good faith to be utilized during the thirty-year tax levy to fund Submitted Municipal Projects approved by the Oversight Board (a separate row of the Table addresses Community Bus Service).

D. Consistent with Section 212.055(1)(d), Florida Statutes, the County Commission hereby determines it appropriate and the County hereby commits that, for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to a minimum of ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service as outlined below, shall be used to fund Submitted Municipal Projects in the order of ranking by the MPO (with the highest-ranked project receiving the first funding). The timing and process of providing such funding shall be consistent with applicable law including Section 129.01, Florida Statutes. If there is insufficient funding remaining within such ten percent (10%) commitment (less Community Bus Service funding) to fund the highest-ranked Submitted Municipal Project that remains unfunded (i.e., the next project that would receive funding), the County Commission may, at its option, either (i) exceed the ten percent (10%) commitment (less Community Bus Service funding) by funding the highest-ranked unfunded project or (ii) not fund that project and add the difference between the amount

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to commingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

Administrator and County Attorney at the e-mail addresses provided below. Any municipality may join the Agreement after it becomes effective. No municipality is eligible to receive any Transportation Surtax Proceeds prior to that municipality becoming a party to this Agreement. Additionally, if a municipality has not joined the Agreement on or before September 30, 2018, that municipality shall not be eligible to receive any Transportation Surtax Proceeds received by the County in 2019 (whether or not such proceeds are added to the 2020 funding as referenced in paragraph F above).

VII. Reporting, Audit, and Related Requirements. The County and each Municipality receiving funding pursuant to this Agreement agree to fully comply with the Reporting Requirements specified on Exhibit B, agree to fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, Broward County Code of Ordinances, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and agree that all of their respective expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with the conditions, if any, of the approval received by the Oversight Board. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

VIII. Term of Agreement. This Agreement shall remain in full force and effect until all Transportation Surtax Proceeds received by any party pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each applicable party's final audit. If the Ballot Measure is not approved by majority vote in connection with the November 6, 2018, election, this Agreement shall be null and void *ab initio*.

IX. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (whether placed on a ballot in 2019 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

X. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Agreement shall be met solely through the use of Transportation Surtax Proceeds, and funding provided shall be consistent with applicable law including Section 129.01, Florida Statutes.

XI. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support the approval of the Ballot Measure and agree to work cooperatively to enhance the regional transportation system. Nothing stated in this section shall be interpreted to impede the free speech rights of any individual.

XII. Amendment. This Agreement may be amended by a written document formally approved by the County and by such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of any amendment shall only be required if

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

As to the County:	Broward County Administrator Current e-mail: bhenry@broward.org
With a copy to:	Broward County Attorney Current e-mail: ameyers@broward.org
As to Municipality:	Manager/Administrator Name and current e-mail provided on signature page
With a copy to:	Municipal Attorney Name and current e-mail provided on signature page
MPO:	MPO Executive Director Current e-mail: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Current e-mail: agabriel@wsh-law.com

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this section.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XVIII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XIX. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

XX. Severability. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

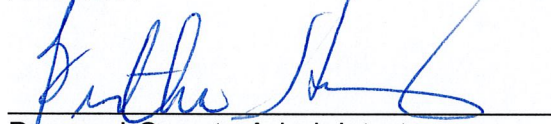
XXI. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.

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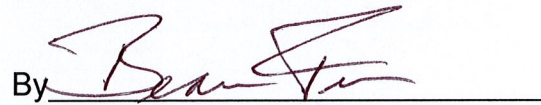
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:


Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

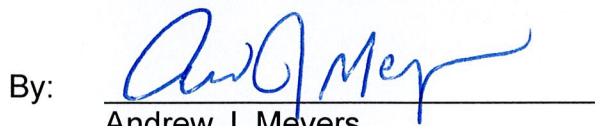
BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

29 day of August, 2018

Approved as to form by:

Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Andrew J. Meyers
Broward County Attorney

29 day of August, 2018

Signature Page for Municipality

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Each Municipality to supply its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

MPO Signature Page

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

MPO to provide its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

30-Year Financial Summary Regional Mobility and Transportation Surtax Initiative

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Public Works	\$0
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State Block Grants - New LRT	\$92,141,848
All Other New Revenue	\$351,240,271
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Capital Revenues Minus Capital Costs	(\$4,082,679,210)
New Surtax Funding for Capital	\$4,082,679,210
Projected 1-cent Sales Tax Revenue	\$15,629,448,616
(Less 5% of Total Surtax Revenue)	(\$781,472,431)
Remaining Annual Surtax Revenue	\$14,847,976,185
(Broward Co. Operating & Capital Deficit)	(\$11,329,368,538)
Total Broward Co. Contingency	\$960,414,552
City Allocation (Minimum 10% of Surtax Revenue):	
Direct Funding of Community Shuttle Capital and O&M	\$539,665,526
City Projects	\$2,700,000,000
City Project Contingency	\$100,000,000
TOTAL	\$3,339,665,526

Exhibit A: Regional Mobility and Transportation Surtax Initiative

30-YEAR DETAILED PLAN

OPERATING											
Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Status Quo - Existing Transit Operations	\$114,302,548	\$117,944,391	\$120,998,506	\$124,234,444	\$127,011,406	\$129,867,417	\$132,804,761	\$135,825,800	\$138,932,918	\$141,791,381	
Paratransit Operations	\$30,722,766	\$32,549,601	\$34,503,661	\$36,644,581	\$38,880,586	\$41,272,626	\$43,831,698	\$46,578,665	\$49,551,063	\$52,823,661	
New 30-yr. Bus Service Plan	\$13,147,623	\$18,341,056	\$26,562,060	\$38,694,543	\$46,352,084	\$59,535,519	\$72,027,953	\$80,629,668	\$95,290,129	\$103,798,953	
New Light Rail Transit (LRT)	\$0	\$0	\$0	\$0	\$6,584,227	\$6,781,753	\$6,985,206	\$7,194,762	\$25,842,110	\$26,617,373	
Public Works	\$0	\$167,350	\$798,263	\$1,460,824	\$2,034,271	\$2,726,711	\$3,402,167	\$3,995,275	\$4,538,220	\$4,900,769	
Transit Security - Operations	\$2,000,000	\$2,060,000	\$2,121,800	\$2,185,454	\$2,251,018	\$2,318,548	\$2,388,105	\$2,459,748	\$2,533,510	\$2,609,546	
Total Operating Costs	\$160,172,937	\$171,062,403	\$184,984,293	\$203,419,846	\$223,113,590	\$242,502,575	\$261,439,889	\$276,683,918	\$316,688,009	\$332,241,685	
Revenues	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Status Quo - Existing Transit Operations	\$127,446,601	\$127,980,824	\$128,541,022	\$129,126,080	\$129,739,836	\$129,520,354	\$129,704,276	\$129,991,689	\$130,087,682	\$130,855,718	
Paratransit Operations (State Transportation Disadvantaged Program Grants)	\$3,928,001	\$3,967,281	\$4,006,954	\$4,047,023	\$4,087,494	\$4,128,369	\$4,169,652	\$4,211,349	\$4,253,462	\$4,295,997	
Public Works	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
State Block Grants - New Bus	\$854,596	\$1,192,169	\$1,726,531	\$2,528,145	\$3,012,805	\$3,869,809	\$4,681,817	\$5,240,928	\$6,103,858	\$6,746,932	
State Block Grants - New LRT	\$0	\$0	\$0	\$0	\$427,075	\$440,814	\$454,038	\$467,660	\$1,679,737	\$1,730,129	
All Other New Revenue	\$363,543	\$408,021	\$573,677	\$821,600	\$3,311,240	\$4,118,149	\$4,884,070	\$5,417,051	\$7,419,947	\$7,981,552	
Farebox Revenues - New Bus	\$3,023,953	\$4,218,443	\$6,109,274	\$8,915,745	\$10,660,979	\$13,693,169	\$16,566,429	\$18,544,824	\$21,916,730	\$23,873,759	
Farebox Revenues - New LRT	\$0	\$0	\$0	\$0	\$987,631	\$1,017,263	\$1,017,781	\$1,070,214	\$3,876,316	\$1,992,606	
Total Operating Revenues	\$135,616,694	\$137,766,738	\$140,957,461	\$145,470,894	\$151,828,043	\$156,787,927	\$161,508,069	\$164,852,714	\$178,422,732	\$179,478,194	
Operating Revenues Minus Operating Costs	(\$24,556,244)	(\$33,295,665)	(\$44,026,832)	(\$57,949,252)	(\$71,285,547)	(\$85,714,649)	(\$99,931,820)	(\$111,831,204)	(\$141,265,277)	(\$152,763,492)	
New Surtax Funding for Operating	\$24,556,244	\$33,295,665	\$44,026,832	\$57,949,252	\$71,285,547	\$85,714,649	\$99,931,820	\$111,831,204	\$141,265,277	\$152,763,492	
CAPITAL											
Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Status Quo - Existing Transit Capital	\$28,759,760	\$31,493,123	\$35,573,263	\$42,456,688	\$50,086,583	\$54,031,335	\$54,220,764	\$55,772,288	\$56,034,737	\$56,392,062	
Paratransit Vehicles	\$7,807,600	\$3,128,780	\$3,193,700	\$2,040,980	\$1,996,440	\$1,996,440	\$3,157,100	\$5,771,760	\$4,108,160	\$4,003,990	
New 30-yr. Bus Service Plan (New Vehicles)	\$9,922,464	\$4,542,284	\$15,790,113	\$8,433,090	\$8,686,083	\$17,893,330	\$13,822,598	\$7,457,621	\$18,854,221	\$6,473,282	
New 30-yr. Bus Service Plan (Replacement Vehicles)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
New LRT Infrastructure	\$29,744,318	\$89,232,955	\$89,232,955	\$126,331,036	\$37,008,082	\$222,588,490	\$222,588,490	\$264,312,708	\$41,754,218	\$250,525,306	
New LRT Vehicles	\$0	\$0	\$27,864,539	\$0	\$0	\$0	\$62,723,567	\$0	\$0	\$0	
Public Works	\$0	\$7,020,917	\$50,284,704	\$58,262,128	\$40,264,118	\$48,443,350	\$57,251,501	\$56,518,103	\$42,617,122	\$51,764,651	
New BRT/Rapid Bus Infrastructure	\$20,000,000	\$20,000,000	\$22,029,180	\$11,364,361	\$11,705,292	\$20,866,033	\$22,137,730	\$22,137,730	\$15,201,211	\$15,657,278	
New Transit Infrastructure (IT/Sec./Main. fac./Shelters/NTCcy/P-R)	\$31,225,000	\$55,310,374	\$70,482,622	\$34,970,604	\$11,911,260	\$13,094,001	\$16,880,317	\$20,980,924	\$17,330,861	\$17,687,757	
Planning Studies/Passenger Surveys	\$2,025,222	\$2,343,429	\$2,413,783	\$2,466,197	\$2,560,782	\$2,617,008	\$2,716,234	\$2,720,226	\$2,884,183	\$2,884,649	
Total Capital Costs	\$129,734,364	\$214,581,410	\$337,874,938	\$286,345,082	\$148,308,539	\$351,651,485	\$424,854,013	\$408,379,369	\$168,515,794	\$405,475,006	
Revenues	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Status Quo - Existing Transit Capital	\$25,416,010	\$25,282,810	\$25,403,100	\$25,527,011	\$24,640,256	\$24,750,552	\$24,854,887	\$24,962,352	\$25,070,010	\$25,390,777	
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	\$85,989	\$117,817	\$165,582	\$233,397	\$271,486	\$310,542	\$399,871	\$434,521	\$498,462	\$527,114	
FTA Formula Grants (New Bus)	\$730,710	\$989,659	\$1,390,805	\$1,060,533	\$2,280,485	\$2,860,555	\$3,358,914	\$3,649,077	\$4,187,080	\$4,427,754	
FTA Formula Grants (New LRT)	\$0	\$0	\$0	\$0	\$390,187	\$390,187	\$390,187	\$390,187	\$1,346,330	\$1,346,330	
FTA State of Good Repair Formula Grants (New LRT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other New Public Works Grants (FDOT, MPO, FHWA)	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	\$0	\$0	\$0	\$19,476,493	\$19,476,493	\$116,858,957	\$149,788,830	\$132,516,789	\$15,657,832	\$93,946,990	
Other New Dis. Grants (25% FTA + 25% FDOT)	\$0	\$0	\$0	\$0	\$0	\$25,927,132	\$26,097,078	\$25,768,137	\$25,509,102	\$19,009,129	
Total Capital Revenues	\$29,233,709	\$30,390,285	\$30,859,587	\$50,197,434	\$50,067,808	\$174,127,976	\$207,890,616	\$189,241,965	\$78,585,908	\$148,857,144	
Capital Revenues Minus Capital Costs	(\$100,500,655)	(\$184,191,125)	(\$307,015,351)	(\$236,147,648)	(\$98,240,731)	(\$177,523,509)	(\$215,632,047)	(\$219,132,404)	(\$80,526,886)	(\$256,617,862)	
New Surtax Funding for Capital	\$100,500,655	\$184,191,125	\$307,015,351	\$236,147,648	\$98,240,731	\$177,523,509	\$215,632,047	\$219,132,404	\$80,526,886	\$256,617,862	
Projected 1-cent Sales Tax Revenue	\$202,998,260	\$187,392,936	\$167,042,849	\$176,982,694	\$187,130,417	\$197,882,938	\$198,317,677	\$199,342,258	\$430,664,495	\$442,292,437	
(Less 5% of Total Surtax Revenue)	(\$10,149,913)	(\$17,869,647)	(\$18,352,127)	(\$18,847,635)	(\$19,356,521)	(\$19,879,147)	(\$20,411,884)	(\$20,967,113)	(\$21,533,225)	(\$22,114,632)	
Remaining Annual Surtax Revenue	\$192,848,347	\$169,523,289	\$148,690,722	\$158,135,059	\$167,773,896	\$177,903,791	\$177,906,793	\$178,375,145	\$409,131,271	\$420,177,805	
(Broward Co. Operating & Capital Deficit)	(\$125,056,899)	(\$110,486,790)	(\$131,942,203)	(\$104,096,901)	(\$109,526,579)	(\$103,138,208)	(\$106,895,210)	(\$109,808,610)	(\$124,522,165)	(\$140,681,351)	
Total Broward Co. Contingency	\$0	\$10,149,913	\$17,869,647	\$18,847,635	\$19,356,521	\$19,879,147	\$20,411,884	\$20,967,113	\$21,533,225	\$22,114,632	
City Allocation (Minimum 10% of Surtax Revenue):											
Direct Funding of Community Shuttle Capital and O&M	\$13,294,397	\$10,501,259	\$11,473,843	\$10,915,028	\$12,637,660	\$17,088,392	\$10,693,690	\$16,350,432	\$12,915,224	\$14,111,379	
City Projects	\$0	\$122,744,798	\$23,395,199	\$42,298,979	\$174,815,505	\$86,683,039	\$49,518,735	\$41,361,948	\$69,598,661	\$27,906,402	
City Project Contingency	\$0	\$4,166,666	\$0	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$0	
TOTAL	\$13,294,397	\$137,412,723	\$34,869,042	\$57,380,673	\$191,619,831	\$107,938,097	\$64,379,091	\$61,679,048	\$86,680,551	\$42,017,781	

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING										
Costs	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Operations	\$141,712,450	\$147,697,535	\$150,748,011	\$153,865,406	\$157,051,097	\$160,306,614	\$163,633,486	\$167,033,276	\$170,507,582	\$174,058,032
Paratransit Operations	\$55,678,645	\$59,027,320	\$62,581,712	\$66,351,593	\$70,359,531	\$74,610,941	\$79,124,150	\$83,915,423	\$89,002,056	\$94,402,421
New 30-yr. Bus Service Plan	\$110,339,050	\$122,655,313	\$129,056,633	\$133,651,311	\$143,829,396	\$151,118,364	\$156,445,253	\$169,384,635	\$177,716,074	\$183,914,457
New Light Rail Transit (LRT)	\$27,415,894	\$28,238,371	\$49,830,343	\$51,325,253	\$52,865,011	\$54,450,961	\$62,824,257	\$64,708,585	\$66,650,251	\$68,649,762
Public Works	\$5,131,193	\$5,089,645	\$6,143,431	\$6,266,147	\$6,783,973	\$7,328,356	\$7,671,828	\$8,210,069	\$8,672,196	\$9,035,002
Transit Security - Operations	\$2,687,833	\$2,768,468	\$2,851,522	\$2,937,067	\$3,025,179	\$3,115,935	\$3,209,413	\$3,305,695	\$3,404,866	\$3,507,012
Total Operating Costs	\$345,965,065	\$366,076,652	\$401,211,602	\$414,402,778	\$433,914,189	\$450,931,173	\$477,908,387	\$498,558,084	\$519,953,028	\$533,566,687
Revenues	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Operations	\$131,641,321	\$132,435,145	\$133,238,851	\$134,053,600	\$134,876,560	\$135,710,901	\$136,555,797	\$137,411,428	\$138,277,876	\$139,155,627
Paratransit Operations (State Transportation Disadvantaged Program Grants)	\$4,338,057	\$4,362,246	\$4,426,170	\$4,470,432	\$4,515,136	\$4,560,287	\$4,605,890	\$4,651,949	\$4,698,469	\$4,745,453
Public Works	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Block Grants - New Bus	\$7,172,038	\$7,972,595	\$8,388,681	\$8,687,530	\$9,348,911	\$9,872,694	\$10,168,941	\$11,010,001	\$11,551,545	\$11,954,440
State Block Grants - New LRT	\$1,782,033	\$1,835,494	\$3,238,972	\$3,336,141	\$3,436,226	\$3,539,312	\$4,083,577	\$4,206,084	\$4,332,267	\$4,462,235
All Other New Revenue	\$8,426,567	\$9,219,729	\$10,904,310	\$11,274,998	\$11,983,175	\$12,521,116	\$13,348,735	\$14,243,559	\$14,866,272	\$15,364,274
Farebox Revenues - New Bus	\$25,377,982	\$28,210,722	\$29,683,026	\$30,740,492	\$33,080,761	\$34,757,224	\$35,982,408	\$38,958,466	\$40,874,697	\$42,300,325
Farebox Revenues - New LRT	\$4,112,384	\$4,235,756	\$7,474,551	\$7,698,788	\$7,929,752	\$8,167,644	\$9,423,639	\$9,706,348	\$9,997,538	\$10,297,464
Total Operating Revenues	\$182,851,282	\$188,291,788	\$197,354,561	\$200,260,981	\$205,170,520	\$209,079,178	\$214,168,988	\$220,188,235	\$224,598,762	\$228,279,818
Operating Revenues Minus Operating Costs	(\$163,113,783)	(\$177,784,864)	(\$203,857,121)	(\$214,141,797)	(\$228,743,668)	(\$241,851,995)	(\$258,739,399)	(\$276,369,849)	(\$291,354,266)	(\$305,286,869)
New Surtax Funding for Operating	\$163,113,783	\$177,784,864	\$203,857,121	\$214,141,797	\$228,743,668	\$241,851,995	\$258,739,399	\$276,369,849	\$291,354,266	\$305,286,869
CAPITAL										
Costs	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Capital	\$26,941,159	\$27,503,089	\$28,078,103	\$28,666,779	\$29,269,227	\$29,885,885	\$30,517,122	\$31,163,315	\$31,824,855	\$32,502,140
Paratransit Vehicles	\$4,166,219	\$4,332,868	\$4,506,103	\$4,686,430	\$4,873,287	\$5,066,843	\$5,271,596	\$5,482,460	\$5,701,759	\$5,929,829
New 30-yr. Bus Service Plan (New Vehicles)	\$0	\$15,261,123	\$3,929,739	\$0	\$15,008,617	\$4,294,132	\$0	\$16,400,321	\$4,692,314	\$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	\$0	\$0	\$14,147,061	\$6,476,210	\$22,512,926	\$12,023,570	\$12,384,277	\$25,511,611	\$19,702,719	\$10,632,784
New LRT Infrastructure	\$250,525,305	\$264,090,798	\$13,565,492	\$81,392,932	\$81,392,932	\$81,392,932	\$0	\$0	\$0	\$0
New LRT Vehicles	\$70,595,927	\$0	\$0	\$0	\$33,106,808	\$0	\$0	\$0	\$0	\$0
Public Works	\$48,725,088	\$16,527,101	\$49,295,552	\$40,118,604	\$72,989,863	\$71,712,512	\$51,656,088	\$35,894,834	\$83,194,742	\$34,530,654
New BRT/Rapid Bus Infrastructure	\$16,126,997	\$27,684,677	\$28,515,218	\$32,302,742	\$15,135,897	\$15,570,634	\$19,376,477	\$16,528,476	\$17,024,311	\$17,535,061
New Transit Infrastructure (IT/Sec./Plant. Fac./Shelters/HIP/C/P-R)	\$13,781,862	\$14,195,318	\$18,673,100	\$22,385,463	\$18,768,245	\$19,350,594	\$16,456,265	\$16,949,952	\$22,296,766	\$26,729,514
Running Studies/Assessment Surveys	\$3,052,708	\$3,149,439	\$3,243,921	\$3,341,210	\$3,441,422	\$3,544,322	\$3,651,063	\$3,760,595	\$3,872,313	\$3,989,616
Total Capital Costs	\$433,920,267	\$372,744,414	\$163,954,840	\$219,375,420	\$296,506,899	\$242,752,883	\$142,193,788	\$151,691,568	\$108,315,898	\$131,849,697
Revenues	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Status Quo - Existing Transit Capital	\$25,732,061	\$26,070,017	\$26,413,771	\$26,763,454	\$27,119,201	\$27,481,148	\$27,849,438	\$28,224,214	\$28,605,627	\$28,993,830
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	\$543,982	\$587,032	\$599,663	\$602,934	\$629,903	\$642,534	\$648,805	\$678,814	\$691,445	\$694,716
FTA Formula Grants (New Bus)	\$4,569,417	\$4,931,069	\$5,031,166	\$5,064,642	\$5,291,187	\$5,397,284	\$5,424,761	\$5,702,041	\$5,808,138	\$5,835,615
FTA Formula Grants (New LRT)	\$1,346,330	\$1,346,330	\$2,327,272	\$2,327,272	\$2,327,272	\$2,327,272	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	\$0	\$709,800	\$709,800	\$709,800	\$709,800	\$7,475,200	\$2,475,200	\$2,475,200	\$2,475,200	\$2,475,200
Other New Public Works Grants (FOOT, MPO, FHWA)	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
FTA/FOOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	\$120,470,463	\$93,946,990	\$0	\$0	\$7,211,096	\$8,179,329	\$10,109,651	\$8,577,450	\$9,937,774	\$9,205,507
Other New Dis. Grants (25% FTA + 25% FDOT)	\$14,934,430	\$28,520,559	\$32,637,661	\$30,584,708	\$28,153,394	\$17,784,148	\$14,470,221	\$29,430,942	\$31,318,400	\$18,681,099
Total Capital Revenues	\$170,566,713	\$159,161,797	\$70,728,276	\$69,892,810	\$75,171,854	\$87,286,915	\$66,553,440	\$80,816,972	\$79,494,899	\$73,288,081
Capital Revenues Minus Capital Costs	(\$263,353,554)	(\$213,582,617)	(\$93,226,564)	(\$150,322,609)	(\$221,335,045)	(\$155,465,967)	(\$75,640,348)	(\$70,874,588)	(\$28,820,999)	(\$58,558,616)
New Surtax Funding for Capital	\$263,353,554	\$213,582,617	\$93,226,564	\$150,322,609	\$221,335,045	\$155,465,967	\$75,640,348	\$70,874,588	\$28,820,999	\$58,558,616
Projected 1-cent Sales Tax Revenue	\$454,234,333	\$466,498,660	\$499,094,123	\$492,029,665	\$505,314,466	\$518,957,958	\$532,969,821	\$547,360,006	\$562,138,728	\$577,316,472
(Less 5% of Total Surtax Revenue)	(\$22,711,717)	(\$23,324,933)	(\$24,954,706)	(\$24,601,483)	(\$25,265,723)	(\$25,947,898)	(\$26,648,491)	(\$27,368,000)	(\$28,106,936)	(\$28,865,824)
Remaining Annual Surtax Revenue	\$431,522,616	\$443,173,727	\$474,139,417	\$467,428,181	\$480,048,742	\$493,010,058	\$506,321,330	\$519,992,006	\$534,031,792	\$548,450,648
(Broward Co. Operating & Capital Deficit)	(\$426,467,337)	(\$391,367,481)	(\$297,091,366)	(\$364,464,407)	(\$450,078,713)	(\$417,317,963)	(\$334,379,747)	(\$247,244,437)	(\$149,175,265)	(\$302,855,485)
Total Broward Co. Contingency	\$27,169,901	\$30,200,589	\$30,663,240	\$30,582,192	\$31,226,969	\$31,893,209	\$32,578,384	\$33,275,977	\$33,995,480	\$34,734,422
City Allocation (Minimum 10% of Surtax Revenue):										
Direct Funding of Community Shuttle Capital and O&M	\$13,424,108	\$15,542,728	\$21,016,567	\$13,151,890	\$20,108,969	\$15,884,097	\$17,358,217	\$16,599,960	\$19,115,658	\$25,847,726
City Projects	\$29,728,154	\$28,774,648	\$138,526,492	\$60,982,888	\$21,268,410	\$49,013,847	\$142,792,214	\$145,443,457	\$99,946,779	\$147,932,285
City Project Contingency	\$0	\$0	\$4,166,666	\$4,166,666	\$0	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666
TOTAL	\$43,152,262	\$44,317,373	\$150,709,724	\$78,301,444	\$48,004,874	\$69,064,610	\$165,314,097	\$166,120,083	\$122,229,039	\$177,966,678

Exhibit A: Regional Mobility and Transportation Surtax Initiative

OPERATING										
Costs	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Operations	\$177,686,291	\$181,394,059	\$185,183,069	\$189,055,094	\$193,011,912	\$197,055,457	\$201,187,525	\$205,410,069	\$209,725,053	\$214,131,478
Paratransit Operations	\$100,136,039	\$106,223,653	\$112,687,301	\$119,550,402	\$126,837,837	\$134,576,017	\$142,793,125	\$151,518,924	\$160,785,165	\$170,625,554
New 30-yr. Bus Service Plan	\$199,010,160	\$208,562,528	\$215,766,651	\$222,239,651	\$233,610,911	\$241,685,244	\$248,935,801	\$260,644,202	\$269,592,632	\$277,682,471
New Light Rail Transit (LRT)	\$70,709,255	\$72,830,532	\$75,015,448	\$77,265,912	\$79,583,889	\$81,971,406	\$84,430,548	\$86,963,165	\$89,572,369	\$92,259,540
Public Works	\$9,380,205	\$9,910,878	\$10,515,375	\$10,766,733	\$11,357,078	\$11,582,416	\$12,488,216	\$12,715,915	\$12,725,411	\$14,075,645
Transit Security - Operations	\$3,612,722	\$3,720,589	\$3,832,207	\$3,947,173	\$4,065,588	\$4,187,556	\$4,313,183	\$4,442,578	\$4,575,855	\$4,713,131
Total Operating Costs	\$560,564,172	\$583,642,239	\$603,000,052	\$622,824,964	\$648,497,245	\$671,058,156	\$694,348,399	\$721,699,153	\$746,978,485	\$772,490,819
Revenues	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Operations	\$140,044,534	\$140,945,013	\$141,857,144	\$142,781,172	\$143,717,310	\$144,665,772	\$145,626,779	\$146,600,557	\$147,587,340	\$148,587,361
Paratransit Operations (State Transportation Disadvantaged Program Grants)	\$4,792,908	\$4,840,837	\$4,889,245	\$4,938,138	\$4,987,519	\$5,037,391	\$5,087,768	\$5,138,645	\$5,190,032	\$5,241,933
Public Works	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Block Grants - New Bus	\$12,937,610	\$13,556,564	\$14,024,832	\$14,445,577	\$15,186,659	\$15,709,541	\$16,180,827	\$16,941,873	\$17,523,651	\$18,049,361
State Block Grants - New LRT	\$4,596,102	\$4,733,985	\$4,876,004	\$5,022,284	\$5,172,953	\$5,328,141	\$5,487,986	\$5,652,625	\$5,822,204	\$5,996,870
All Other New Revenue	\$16,401,698	\$17,106,819	\$17,676,858	\$18,207,164	\$19,037,423	\$19,670,652	\$20,260,772	\$21,123,015	\$21,824,571	\$22,479,309
Farebox Revenues - New Bus	\$45,779,237	\$47,969,381	\$49,626,330	\$51,115,120	\$53,737,410	\$55,587,606	\$57,255,231	\$59,948,166	\$62,006,765	\$63,866,968
Farebox Revenues - New LRT	\$10,606,388	\$10,924,580	\$11,257,317	\$11,589,887	\$11,937,583	\$12,295,711	\$12,664,587	\$13,044,520	\$13,435,855	\$13,838,931
Total Operating Revenues	\$235,158,517	\$240,077,179	\$244,202,731	\$248,099,342	\$253,776,857	\$259,294,817	\$265,569,948	\$268,449,402	\$273,390,419	\$278,060,735
Operating Revenues Minus Operating Costs	(\$325,405,655)	(\$342,565,060)	(\$358,797,321)	(\$374,725,622)	(\$394,720,389)	(\$412,763,339)	(\$431,584,451)	(\$452,249,750)	(\$473,588,065)	(\$495,430,083)
New Surtax Funding for Operating	\$325,405,655	\$342,565,060	\$358,797,321	\$374,725,622	\$394,720,389	\$412,763,339	\$431,584,451	\$452,249,750	\$473,588,065	\$495,430,083
CAPITAL										
Costs	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Capital	\$33,195,582	\$33,905,603	\$34,632,637	\$35,377,130	\$36,139,540	\$36,920,339	\$37,720,012	\$38,539,055	\$39,377,981	\$40,237,317
Paratransit Vehicles	\$6,107,022	\$6,413,703	\$6,670,251	\$6,937,061	\$7,214,511	\$7,503,125	\$7,803,250	\$8,115,380	\$8,439,996	\$8,777,595
New 30-yr. Bus Service Plan (New Vehicles)	\$19,912,304	\$5,127,418	\$0	\$0	\$5,602,868	\$0	\$0	\$6,122,406	\$0	\$0
New 30-yr. Bus Service Plan (Replacement Vehicles)	\$26,881,611	\$9,229,353	\$0	\$21,758,712	\$25,773,195	\$9,233,527	\$53,496,748	\$23,265,141	\$17,657,018	\$59,756,393
New LRT Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New LRT Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Works	\$49,348,155	\$29,636,947	\$36,797,441	\$55,420,928	\$57,497,386	\$56,882,285	\$49,060,099	\$10,439,897	\$52,174,000	\$85,861,706
New BRT/Rapid Bus Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/HV/Ca/P-R)	\$22,438,565	\$22,986,215	\$19,649,640	\$35,848,083	\$26,455,236	\$26,139,117	\$26,783,268	\$27,446,743	\$29,964,989	\$30,668,870
Planning Studies/Assessment Surveys	\$4,109,301	\$4,332,583	\$4,319,561	\$4,470,317	\$4,625,058	\$4,783,810	\$4,906,724	\$5,053,926	\$5,205,543	\$5,361,710
Total Capital Costs	\$162,044,542	\$113,531,623	\$102,109,530	\$149,832,242	\$163,307,827	\$141,442,203	\$179,770,101	\$118,983,538	\$183,810,827	\$231,663,591
Revenues	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Status Quo - Existing Transit Capital	\$29,388,978	\$29,791,235	\$30,200,765	\$30,617,739	\$31,042,331	\$31,474,722	\$31,915,096	\$32,363,643	\$32,820,556	\$33,286,038
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	\$729,916	\$742,547	\$745,818	\$745,818	\$761,227	\$764,498	\$764,498	\$777,128	\$780,399	\$780,399
FTA Formula Grants (New Bus)	\$6,131,294	\$6,237,391	\$6,264,868	\$6,264,868	\$6,394,303	\$6,421,780	\$6,421,780	\$6,527,877	\$6,555,353	\$6,555,353
FTA Formula Grants (New LRT)	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315	\$2,628,315
FTA State of Good Repair Formula Grants (New LRT)	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600	\$4,240,600
Other New Public Works Grants (FDOT, HPO, FHWA)	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other New Dis. Grants (25% FTA + 25% FDOT)	\$34,612,240	\$18,671,493	\$0,834,820	\$23,803,387	\$28,016,650	\$28,016,650	\$28,016,650	\$28,016,650	\$28,016,650	\$28,016,650
Total Capital Revenues	\$80,753,343	\$65,311,881	\$56,905,166	\$71,610,327	\$77,492,828	\$76,726,837	\$76,915,896	\$76,404,307	\$76,345,827	\$76,212,937
Capital Revenues Minus Capital Costs	(\$81,311,200)	(\$48,219,742)	(\$45,204,364)	(\$78,221,915)	(\$85,815,000)	(\$64,715,367)	(\$102,864,205)	(\$142,579,231)	(\$167,464,980)	(\$155,450,654)
New Surtax Funding for Capital	\$81,311,200	\$48,219,742	\$45,204,364	\$78,221,915	\$85,815,000	\$64,715,367	\$102,864,205	\$142,579,231	\$167,464,980	\$155,450,654
Projected 1-cent Sales Tax Revenue	\$592,804,017	\$608,912,428	\$626,353,061	\$642,237,593	\$659,598,008	\$677,386,615	\$695,676,053	\$714,459,307	\$733,749,708	\$753,560,950
(Less 5% of Total Surtax Revenue)	(\$29,645,207)	(\$30,445,621)	(\$31,267,653)	(\$32,111,880)	(\$32,978,908)	(\$33,869,331)	(\$34,783,803)	(\$35,722,965)	(\$36,687,465)	(\$37,677,047)
Remaining Annual Surtax Revenue	\$563,158,810	\$578,466,807	\$595,085,408	\$610,125,714	\$626,619,100	\$643,517,284	\$660,892,250	\$678,736,341	\$697,062,243	\$715,883,903
(Broward Co. Operating & Capital Deficit)	(\$406,710,855)	(\$388,785,202)	(\$404,001,665)	(\$452,747,537)	(\$480,536,190)	(\$487,479,706)	(\$521,734,656)	(\$493,763,981)	(\$553,061,765)	(\$630,880,738)
Total Broward Co. Contingency	\$35,493,310	\$36,272,687	\$37,073,107	\$37,895,139	\$38,739,366	\$39,605,386	\$40,496,817	\$41,411,289	\$42,350,451	\$43,314,971
City Allocation (Minimum 10% of Surtax Revenue)										
Direct Funding of Community Shuttle Capital and O&M	\$16,175,166	\$24,731,495	\$19,535,435	\$21,344,727	\$20,305,160	\$23,509,770	\$31,789,443	\$19,893,414	\$35,416,619	\$24,026,126
City Projects	\$129,570,643	\$124,155,855	\$159,754,155	\$125,239,297	\$114,963,590	\$121,733,656	\$96,574,000	\$154,284,794	\$102,789,686	\$50,181,870
City Project Contingency	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666	\$4,166,666
TOTAL	\$149,912,479	\$163,054,016	\$182,456,256	\$150,750,691	\$139,435,433	\$149,410,092	\$132,530,109	\$178,344,874	\$137,373,971	\$78,374,679

Exhibit B - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out their respective projects funded through the surtax. The report shall be audited by an independent CPA, with an opinion as to whether the financial information is presented in accordance with Generally Accepted Accounting Principles and whether the projects are in accordance with the ILA. The audit shall contain sufficient information for the Oversight Board to determine if the project expenditures conform to this Agreement and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to this Agreement.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

- 1) A description of the project;
- 2) The projected costs of the project as originally approved by the Oversight Board;
- 3) The cumulative expenditures for the project up to the beginning of the year being reported;
- 4) The expenditures for the project for the current report year; and
- 5) The total cumulative expenditures for the project as of the end of the current year being reported.

Section Two presents the Statement of Revenue, Expenditures, and Changes in Fund Balance for the separate account/fund established for any and all Surtax funds received pursuant to this Agreement, and includes:

- 1) Revenue received by source;
- 2) The project expenditures;
- 3) Administrative costs including, as applicable, salaries, contractual services, and capital outlay;
- 4) Debt service, including principal and interest;
- 5) Other expenditures; and
- 6) The beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of noncompliance with this Agreement or applicable law. The following is a sample format of the required report.

Sample Format for Financial Information for the Annual Report
XYZ Municipality/County Receiving Surtax Funding for Fiscal Year Ended September 30, 201x

Section I: Project Expenditures (to include detail on Project components of each approved project)

Description Project	Project Budget	Expenditures through Prior FY	Current Expenditures	Cumulative Expenditures
Project 1 (Show detail of expenditures by budget line item)	##	##	##	##
Project 2 (Show detail of expenditures by budget line item)	##	##	##	##
Total	##	##	##	##

Section II: Statement of Revenue, Expenditures & Changes in Fund Balance

Revenues:	
Surtax Receipts	\$ #,###,###
Other	#,###,###
Interest	#,###
Total Revenues	<u>\$ #,###,###</u>
Project/Activity Expenditures (total from Section I, Current Expenditures)	\$ #,###,###
Administrative Costs:	
Salaries	###,###
Contractual Services	###,###
Capital Outlay	###,###
Total Administrative Costs	<u>###,###</u>
Debt Service:	
Principal	###,###
Interest	###,###
Total Debt Service	<u>###,###</u>
Other Expenditures	###,###
Total Expenditures	<u>###,###</u>
Excess of Revenues Over Expenditures	###,###
Fund Balance October 1	###,###
Fund Balance September 30	###,###

Section III: Balance Sheet

Assets (in detail)	\$ ##,###,###
Liabilities and Fund Balances (in detail)	\$ ##,###,###

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SEEKING APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA FOR EXECUTION BY CITY OFFICIALS OF AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY , FLORIDA AND THE CITY FOR SHARING THE COST OF THE 100-YEAR FLOOR ELEVATION MAP AND ASSOCIATED MODELING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

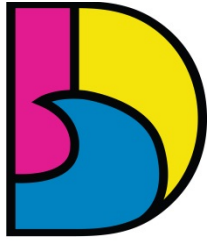
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo- ILA 100-year Flood Elevation (Fin Review 9-17-18)cd, R-2018- BC
ILA Cost Sharing of 100-year Flood Elevation Map & Associated Modeling



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, CFM, City Engineer

Date: September 12, 2018

RE: Interlocal Agreement Between Broward County and the City of Dania Beach for Sharing Cost of the 100-Year Flood Elevation Map and Associated Modeling

In 2016, Broward County adopted the Unified Sea Level Rise Projection for Southeast Florida Regional Climate Compact. The following year, the County directed its Environmental and Growth Management Department to create and maintain a future map series to include average wet season ground water elevations and the 100-year flood elevations to account for predicted changes in water levels and ensure the resiliency of current and future infrastructure investments. In 2018, the County entered into an agreement with Geosyntec Consultants, Inc. to develop a county-wide 100-year flood elevation map and associated modeling in the amount not to exceed \$717,894.00 in response to Request for Proposals #R2114367P1. The County has identified 10 local government partners to collectively cost share 50% of the consulting fee. The cost share of the City of Dania Beach is \$16,428.57. Funding is planned and appropriated in the FY 2018-2019 Public Services Stormwater Engineering Account #403-38-010538-31-30.

Recommendation

It is recommended that the City Commission approves the Interlocal Agreement and the City's cost share of \$16,428.57. This study will benefit the City in ensuring resiliency of its current and future infrastructure project investments.

RESOLUTION NO. 2018-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SEEKING APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA FOR EXECUTION BY CITY OFFICIALS OF AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY, FOR SHARING THE COST OF THE 100-YEAR FLOOD ELEVATION MAP AND ASSOCIATED MODELING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-16 of the City Code of Ordinances provides that all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required, and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, in 2016, Broward County adopted the Unified Sea Level Rise Projection for Southeast Florida Regional Climate Compact; and

WHEREAS, in 2017, the County directed its Environmental and Growth Management Department to create and maintain a future map series to include average wet season ground water elevations and the 100-year flood elevations to account for predicted changes in water levels and to ensure the resiliency of current and future infrastructure investments; and

WHEREAS, in 2018, the County entered into an agreement with Geosyntec Consultants, Inc. to develop a County-wide 100-year flood elevation map and associated modeling in the amount not to exceed Seven Hundred Seventeen Thousand Eight Hundred Ninety Four Dollars (\$717,894.00) in response to a Request for Proposal #R2114367P1; and

WHEREAS, the County has identified 10 local government partners to collectively cost share 50% of the consulting fee; the cost share of the City of Dania Beach is Sixteen Thousand Four Hundred Twenty Eight Dollars and Fifty Seven Cents (\$16,428.57); and

WHEREAS, the City Administration is supportive of this County initiative;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to enter into an interlocal agreement, attached as Exhibit “A”, and are further authorized to make payment of the City’s cost share in the amount of Sixteen Thousand Four Hundred Twenty Eight Dollars and Fifty Seven Cents (\$16,428.57) to the Broward County Board of County Commissioners.

Section 3. That funding is planned and appropriated in the FY 2018-2019 Public Services Stormwater Fund Engineering Account # 403-38-01-538-31-30.

Section 4. That all resolutions or part of resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, FOR SHARING THE COST OF THE 100-YEAR FLOOD ELEVATION MAP AND ASSOCIATED MODELING

This is an Interlocal Agreement ("Interlocal Agreement" or "Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS

- A. In 2016, County adopted the updated Unified Sea Level Rise Projection for Southeast Florida Regional Climate Compact and directed staff to apply this projection as the basis for regional sea level rise adaptation planning.
- B. In 2017, County also directed its Environmental Protection and Growth Management Department ("EPGMD") to create and maintain a future conditions map series to include average wet season groundwater elevations and 100-year flood elevations to account for predicted changes in water levels and ensure the resiliency of current and future infrastructure investments.
- C. In 2018, County entered into an agreement with Geosyntec Consultants Inc. ("Consultant"), an Engineering Consulting Company, to develop a County-wide 100-Year Flood Elevation Map and Associate Modeling, at a total cost not to exceed \$717,894 (the "100-Year Flood Agreement") in response to Request for Proposals # R2114367P1. The scope of the 100-Year Flood Agreement is attached as Exhibit A.
- D. County has identified ten (10) local government partners willing to collectively cost share fifty percent (50%) of the 100-Year Flood Agreement costs, as provided in the Cost Sharing Schedule attached as Exhibit B. NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** Director of County's Environmental Planning and Community Resilience Division.

- 1.3 **County Administrator.** The administrative head of County appointed by the Board.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 County shall share with City materials, information, and data received from Consultant pursuant to the work more fully described in Exhibit A within a reasonable time following County's receipt of that information from Consultant.
- 2.2 It is understood and agreed that County may enter into separate agreements with Consultant; however, City shall not be responsible for any additional costs or expenses associated with said separate agreement with Consultant unless City otherwise agrees in writing to such responsibility. Furthermore, the 100-Year Flood Agreement is understood to be solely between the County and the Consultant, and City shall have no right or responsibility to administer the 100-Year Flood Agreement.

Article 3. COST SHARING

- 3.1 Upon completion of the project described in Exhibit A, City agrees to pay County, in the manner specified in Section 3.2, Method of Billing and Payment, its "Cost Share" of the 100-Year Flood cost as set forth in the schedule attached as Exhibit B. The failure of any city or government entity to provide County payment or to enter into a separate interlocal agreement shall not increase City's obligation or relieve City of its own obligation to pay County. County may enter into additional cost sharing agreements with other cities or government entities not listed in Exhibit B. The entering into any such additional agreements shall not alter City's cost share.
- 3.2 **METHOD OF BILLING AND PAYMENT**
- 3.2.1 County may submit an invoice for services completed under this Agreement in the amount set forth as City's "Cost Share" in Exhibit B. Invoice must be in the form of one original invoice plus one copy. Invoice shall designate the nature of the services performed and/or the expenses incurred.
- 3.2.3 City shall pay County within thirty (30) calendar days after receipt of County's invoice.
- 3.3 Payment of the County invoice shall be made as follows:

Jennifer Jurado
Director and Chief Resilience Officer
Environmental Planning and Community Resilience Division
Government Center, Room 329H
115 South Andrews Avenue

ARTICLE 4. TERM AND TIME OF PERFORMANCE OF AGREEMENT

- 4.1 This Interlocal Agreement shall become effective upon execution by County (following prior execution by City) and shall continue in full force and effect until midnight, twenty-four (24) months following final execution of the Agreement. In addition, County Administrator is authorized to execute any amendments extending the term of this Interlocal Agreement with the appropriate amendment prepared with the same or similar formality, provided that any such amendment does not decrease the compensation due to County.
- 4.2 All duties, obligations, and responsibilities of County and City required by this Interlocal Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by County or City is provided pursuant to Section 7.7, Notices. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Interlocal Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

- 5.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Interlocal Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 6. TERMINATION

- 6.1 This Interlocal Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach, or for convenience by either Party upon not less than thirty (30) days' written notice. An erroneous termination for cause shall be considered a termination for convenience.
- 6.3 Notice of termination shall be provided in accordance with the "Notices" section of this Interlocal Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "Notices" section of this Interlocal Agreement.

ARTICLE 7. MISCELLANEOUS

- 7.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, NORMA ELLISON, AT (954) 519-1466, nellison@broward.org, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301, OR THOMAS SCHNEIDER, CITY CLERK, 100 W. DANIA BEACH BLVD, DANIA BEACH, FL 33004.

- 7.2 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and any attempt to transfer or assign any interest in this Agreement without the written consent of the other party shall be void.
- 7.3 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.4 Disclaimer of Warranties. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND CONCERNING CONSULTANT'S WORK OR INFORMATION PROVIDED TO CITY.
- 7.5 Amendments. Except as provided in Section 4.1, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Environmental Planning and Community Resilience Division
Attn: Dr. Jennifer Jurado, Director and Chief Resilience Officer
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR CITY:

Brad Kaine, Director
Dania Beach Public Services Department
1201 Stirling Road
Dania Beach, Florida 33004
Email address: bkaine@daniabeachfl.gov

- 7.8 Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 7.9 Independent Contractor. Each Party is an independent contractor and not an agent, employee, partner, or joint venturer of the other Party. Neither Party has authority to undertake or accept any obligation, liability or expense on behalf of the other Party, nor act in any other manner on behalf of the other Party, nor in the name of the other Party.
- 7.10 Third Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 7.11 Materiality and Waiver of Breach. The Parties agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver

of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations related to this Agreement.
- 7.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 7.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
- 7.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 7.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 7.18 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and the City of Dania Beach, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Joseph K. Jarone (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH,
FLORIDA, FOR COST SHARE FOR 100-YEAR FLOOD ELEVATION MAP AND ASSOCIATED
MODELING (RFP #R2114367P1)

CITY OF DANIA BEACH, FLORIDA

ATTEST:

CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

THOMAS J. ANSBRO
CITY ATTORNEY

ROBERT BALDWIN
CITY MANAGER

Dated: _____, 2018.

EXHIBIT A - SCOPE OF WORK

Broward County 100-year Flood Elevation Map and Associated Modeling

Project Request

The objective of this project is to update the Broward County 100-year Flood Elevation Map with incorporation of future climatic conditions, including sea level rise, through the refinement and application of the latest Broward County-wide Integrated MIKE SHE/MIKE 11 Hydrologic-Hydraulic Model (referred below as "BCModel"), and in accordance with stakeholder input.

Background

In 1977, the Broward County Board of County Commissioners (Board) adopted a 100-year flood elevation map in order to mitigate flood risk in developed areas through regulation of minimum infrastructure design criteria, including base flood elevation. The map was based on estimated runoff across existing development at the time, the anticipated expansion of the urban area to its final bounds, historic extreme rainfall-driven flooding events and historic groundwater and sea levels. Although some Federal Emergency Management Agency (FEMA) flood insurance studies and flood insurance rate maps (FIRMs) had been completed for certain municipalities by 1977, county-wide information on flood depths or appropriate design criteria was not available until the adoption of the County map.

Since 1977, three county-wide FEMA flood insurance studies have been completed for Broward County. Each study released, updated, and typically increased base flood elevation requirements for buildings. County policy has required the most conservative design criteria shown on the FEMA FIRMs, the County map, or as derived by basin-specific modeling to be applied in the construction design of new development. In areas where the County map was more conservative and was thus applied, property owners often realized subsequent cost savings in avoided flooding or flood insurance premiums as FEMA base flood elevations were adjusted in later years. In its most recent update, in 2014, FEMA revised flood hazard areas in Broward County utilizing the BCModel. The revised flood map revealed significant changes in base flood elevations and delineation of flood area boundaries in certain parts of the County, a combined result of increased development and changes in hydrologic conditions since the previous update, nearly 20-years prior. This study also revealed a substantial convergence in the flood elevations derived from the two map-based approaches, with the County's flood elevation map no longer predictably providing the higher, or more protective, standard. With substantial build-out already having taken place, changes in hydrologic processes resulting from development patterns have already been realized. As such, sea level rise and its influence on the groundwater table,

regional storage, and the discharge capacity of stormwater systems not only constitutes the most significant influence on future flood elevations, but is expected to substantially increase flood elevations in coastal and inland portions of the county in the coming decades. Additionally, downscaled climate models have predicted scenarios of future rainfall and extreme events. In order to mitigate for the increased potential for flooding with time, the County desires to update the 100-year Flood Elevation Map to account for flood conditions predicted with changes in climate and rising sea level to support planning, infrastructure investments, and development requirements.

In 2016, the Board adopted the updated Unified Sea Level Rise Projection for Southeast Florida (Compact, 2015) and directed staff to apply this projection as the basis for regional sea level rise adaptation planning. This action reflected the recognized vulnerability of both coastal and inland areas to the impacts of rising seas, including increased coastal flooding, changes in groundwater levels, and reduced capacity of gravity-dependent stormwater systems.

In February 2017, the Board approved a motion to Direct the Environmental Protection and Growth Management Department (EPGMD) to create and maintain a future conditions map series to include average wet season groundwater elevations and 100-year flood elevations to account for predicted changes in groundwater levels due to sea level rise and ensure the resiliency of current and future infrastructure investments.

Similar to the strategy employed in 1977, the County has again identified the need for progressive building requirements that will deliver flood protection for the duration of the investment, including under future climate conditions and changes in sea level. While the FEMA FIRMs will continue to reflect flood risk under current conditions, it is expected that as these maps are updated in ensuing years, the flood elevations will again begin to approximate those of the more forward-looking community flood map. As such, it is fully anticipated that the Broward County 100-year Flood Elevation Map may undergo future adjustments as trends in sea level and flood condition warrant.

This scope of work defines the data analysis, modeling and development of deliverables necessary to update the Broward County 100-year Flood Elevation Map to account for future climatic conditions.

County Contributions

The County will provide the future conditions average wet season groundwater elevations in a grid format, 500x500ft, with centroids representing the NAVD88 groundwater elevation of discrete cells. The County will also provide the original updated version of the existing BCMModel as delivered by FEMA in August 2015.

The County will schedule three stakeholder meetings to introduce the community to this project and gather information to refine the existing BCMModel. Meetings will be held in the geographic areas associated with the north, central, and south portions of the County and may include residents, media, private sector, elected officials, subject matter experts, and other interested stakeholders. If substantial contentious issues are identified in any of the initial open houses, a follow up meeting would be scheduled to address revisions to initial assumptions of process.

List of Detailed Tasks and Proposed Schedule

Task 1 - Project Kick off and Schedule Development

This task will include a general project team introduction, establish communication protocols, define quality assurance / quality control (QA/QC) procedures, and upfront planning to move forward with the technical scope of work and stakeholder involvement.

Task 1.1 - Project Management Plan

Consultant will develop a generalized management plan for the project which addresses issues of project management, communication (internal and client), and quality assurance / quality control (QA/QC).

Task 1.2 - Develop MS Project Gantt Diagram

Consultant will develop a project schedule that outlines the tasks for completion. Included will be key milestones for deliverables, and identify contingent paths and tasks predecessors.

Task 1.3 - Attend Kick off Meeting

Consultant will coordinate with County staff to conduct a kick-off meeting with Consultant personnel. The meeting will be an opportunity to discuss the scope in detail, answer scope clarification questions, schedule constraints, and scope challenges. Initial data collection needs will be discussed as well as preliminary stakeholder coordination strategies.

Task 1.4 - Prepare Kick off Meeting Minutes and Update Schedule

Consultant shall prepare a meeting summary to capture the salient points of the kick-off meeting. This will include action items required of Consultant and/or County. County input will be solicited, and a revised version issued if necessary.

Task 2 - Initial Data Collection and Review

This task will include efforts to gather all relevant, readily available data from various entities that will be required for the model updates and establishing future conditions.

Task 2.1 - Collect & Compile Broward County Model Files

Consultant will coordinate with County to obtain latest Broward County Model (BCModel) files and associated backup materials. This will include the latest version of the MIKE SHE / MIKE 11 model used during the County-wide FEMA Flood Mapping update (or more recent revisions if available). This also includes MODFLOW based groundwater input files (including future 2060 and 2100) that will be used as initial conditions for the MIKE SHE model.

Task 2.2 - Collect & Compile LiDAR data

Consultant will obtain the latest topographical data for County in LiDAR format from available sources. It is assumed that the LiDAR based topography will be available in both native LAS format as well as a derived digital elevation model (DEM) raster surface in a minimum 5'x5' grid cell size.

Task 2.3 - Collect & Compile Jurisdictional Data

Consultant will make requests to obtain the latest data from the various municipalities, water districts and major utilities that have relevance to surface water drainage and conveyance. This will include drainage feature inventories, map atlas data, hydrological & hydraulic reports, and modeling files. This will also include information on flood prone areas and flood complaint areas.

Task 2.4 - Collect & Compile Soils / Hydrogeology / Aquifer Characteristics

Consultant will obtain the latest available information from various government sources that describe subsurface conditions in Broward County. This includes the most recent shallow soils data from the USDA-NRCS soils web service, and hydrogeologic data representing deeper hydrogeological formations from County, SFWMD, and other relevant water district and municipal agencies.

Task 2.5 - Collect & Compile Current Land Use / Future Land Use

Consultant will obtain the latest GIS based existing land use data from County and the SFWMD in Florida Land Use Cover and Forms Classification Systems (FLUCFCS) format. Consultant will coordinate with County to obtain future land use coverages from planning based on comprehensive plans or other planning projections.

Task 2.6 - Collect & Compile FEMA Coastal Modeling

Consultant will obtain the latest costal modeling and associated data (when available) from the ongoing FEMA coastal modeling efforts.

Task 2.7 - Collect & Compile Gauge and Tidal Data

Consultant will obtain the latest available relevant flow and stage data sets from the SFWMD, County, water districts, municipalities (Including Pompano Beach and Ft. Lauderdale), and other agencies as appropriate. Particular focus will be getting data representing Hurricane Irma to be used for model validation purposes.

Task 2.8 - Collect & Compile Rainfall and Calibration Storm

Consultant will obtain the latest available relevant rainfall data sets from the SFWMD, NOAA, and other agencies as appropriate. This will include rain gauge data and available radar based (NEXRAD) data. Particular focus will be getting data representing Hurricane Irma to be used for model validation purposes.

Task 2.9 - Collect & Compile Reference Climate Documentation

Consultant will obtain the latest relevant documentation from identified and other relevant sources. This will include relevant documentation associated with the Southeast Florida Regional Compact on Climate Change, NOAA Atlas 14 precipitation frequency estimates, Localized Constructed Analogs (LOCA) processes for statistical downscaling, Statistical Downscaled Center for Ocean-Atmospheric Prediction Studies (COAPS), and the Coordinated Regional Climate Downscaling Experiment (CORDEX). Also, specifically the following:

- *Southeast Florida Regional Climate Change Compact Sea Level Rise Work Group (Compact). October 2015. Unified Sea Level Rise Projection for Southeast Florida. A document prepared for the Southeast Florida Regional Climate Change Compact Steering Committee. 35 p.*
- *South Florida Water Management District. Determination of Future Intensity-Duration-Frequency Curves for Level of Service Planning Projects – Extreme Rainfall Analysis in Climate Model Outputs to Determine Temporal Changes in Intensity-Duration-Frequency Curves. November 2016.*
- *Salas, J.; Obeysekera, J. (2014) Revisiting the Concepts of Return Period and Risk for Nonstationary Hydrologic Extreme Events. Journal of Hydrologic Engineering 19: 554-568p. ASCE.*

Additional reference documentation may be compiled as appropriate.

Task 2.10 - Collect & Compile Sedimentation Data

Consultant will obtain the latest available relevant sedimentation data sets from the SFWMD, County, water districts, municipalities, and other agencies as appropriate. Particular focus will be getting current data for existing conditions model validation purposes.

Task 2.11 - Conduct Data Gap Analysis

Based on the foregoing data items, Consultant will identify and significant data gaps that will need to be addressed as part of the existing model update process. An assessment of the degree of impact will be made.

Task 2.12 - Initial Model Data Needs Identification

Based on the foregoing data items and data gap analysis, Consultant will identify significant data needs that will need to be addressed as part of the existing model update process. A plan of action for obtaining the data will be developed, with identification of key stakeholders which may assist.

Task 2.13 - Task Summary Memorandum

A Task Summary Memorandum will be developed summarizing the above subtasks and provide the basis for addressing data gaps and model data needs. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 3 - Community Stakeholder Meeting Support

This task includes planning and involvement in the stakeholder communication process.

Task 3.1 - Stakeholder Planning / Strategy Meeting with County

Consultant will coordinate with County to schedule a planning meeting to strategize on the best approach for stakeholder involvements. This will include initial discussion of appropriate stakeholders to be involved and sources of relevant input.

Task 3.2 - Key Stakeholder Identification

Consultant will work with County to develop listing of key stakeholders on which to focus primary communication efforts with during initial meetings.

Task 3.3 - Other Stakeholder Identification

Consultant will work with County to develop listing of other relevant stakeholders that may warrant secondary communication efforts with outside of initial meetings. This may include peripheral agencies or public interest entities which may have some information useful to the technical aspects of the project. A plan of action for contact with identified parties will be developed.

Task 3.4 - Develop Stakeholder Tracking Process

Consultant will develop a tracking process for effectively tracking stakeholder input, including consideration for tracking initial and follow up communications, data requests, and data transfers. This is expected to be a traditional database system with possible integration of geographic data if warranted.

Task 3.5 - Develop Notifications - emails, mailers, social media, websites, etc.

Consultant will support the communication efforts of County prior to the Stakeholder Meetings by preparing as appropriate email blasts, mailers, social media posts, website content, etc. as necessary to effectively communicate the logistics and intent of the meetings. It is assumed that the content will be prepared and transmitted to County for use by County's Public Information Office for dissemination.

Task 3.6 - Prepare agendas, informational handouts, comment forms, etc.

Consultant will support the communication efforts of County during the Stakeholder Meetings by preparing as appropriate agendas, informational handouts, comment forms, etc. as necessary to effectively communicate the purpose and intent of the meetings, and effectively solicit input from the stakeholders. It is assumed that the content will be prepared and transmitted to County for production prior to the meetings.

Task 3.7 - Attend North Stakeholder Meeting

Consultant will prepare for and attend the North Stakeholder Meeting, including assistance with presentations as appropriate.

Task 3.8 - Attend Central Stakeholder Meeting

Consultant will prepare for and attend the Central Stakeholder Meeting, including assistance with presentations as appropriate.

Task 3.9 - Attend South Stakeholder Meeting

Consultant will prepare for and attend the South Stakeholder Meeting, including assistance with presentations as appropriate.

Task 3.10 - Meeting Summaries

Consultant will compile information from each of the three Stakeholder Meetings and prepare a meeting summary. This will include attendance, capture of relevant comments, and data contact.

Task 3.11 - Model Data Needs Identification

Based on the meeting summaries, input relevant to updating the existing conditions modeling will be compiled and a prioritized listing of possible modifications developed. It is recognized that not all stakeholder requested model updates may be feasible or able to be addressed under the current scope of work. As such, the prioritization will distinguish between updates recommended to be covered by the current scope, a future scope, or that may not be appropriate given the overall goal of the model. It is also recognized that the model is regional in nature focused on primary and secondary infrastructures and conveyances, and requested updates related to tertiary infrastructure or local level issues will likely not be appropriate.

Task 3.12 - Follow Up Meetings with Selected Stakeholders

Consultant will communicate with County to identify any stakeholders that may warrant individualized meetings. This may either be “other” stakeholders identified in Task 3.3 or primary stakeholders identified through the three meetings as warranting follow up. For the purposes of the scope of work, it is assumed that up to four such meetings will be included.

Task 3.13 - Task Summary Memorandum

A Task Summary Memorandum will be developed summarizing the above subtasks and provide the basis for addressing supplemental data collection and completing acquisition of information for model updates. County’s comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 4 - Supplemental Data Collection Based on Stakeholder Meetings

This task includes efforts to follow up and obtain various relevant data based on contacts with stakeholders in the previous task.

Task 4.1 - Municipality Stormwater Plan and Model Acquisition

Consultant will coordinate with identified municipalities and water control districts to obtain relevant stormwater plan and model information which may be warranted for model update purposes.

Task 4.2 - Planned Major Infrastructure Projects

Consultant will coordinate with local water control districts and identified municipalities to obtain relevant plans for major water resource infrastructure projects which may be warranted for model update purposes.

Task 4.3 - SFWMD ERPs, As-built plans, etc.

Consultant will coordinate with SFWMD and identified municipalities as needed to obtain relevant stormwater plan and as-built plans information relevant to drainage infrastructure that warrants inclusion in the updated model.

Task 4.4 - SFWMD Future Water Control Projects

Consultant will coordinate with the SFWMD to identify significant future water control projects which may warrant inclusion in the future conditions model.

Task 4.5 - Field Reconnaissance

Consultant will make field visits to identified drainage infrastructure and projects to confirm conditions for model inclusion. For the purposes of the scope, this effort will be limited to up to 3 days of staff time.

Task 4.6 - Field Survey - Structures, Cross-sections, Sediments

Consultant will coordinate with surveying Subconsultant to collect field survey data of features identified for inclusion in the model and/or for confirmation of current conditions of features already represented in the model as warranted. For the purpose of the scope of work, an allowance for surveying services is assumed as specific locations are not yet identified. The surveying may address the following types of features:

- Measure cross-section and profiles of major and secondary canals.
- Measure and collect as-built data of major water control structures associated with canals or primary piping systems.
- Measure and collect as-built details of bridges (span, deck, low chord, piers, opening cross-sections, channel cross-section upstream and downstream, etc.).
- Measure and collect as-built details of major storm water ponds and outfall structures.
- Measure and collect as-built detail of major pipe conveyance systems including culverts and drainage inlets.
- Measure sediment with probe depth surveys in major canals.
- Measure high water marks of water bodies and/or at bridges and significant culvert crossings.
- Provide verification of elevation data collected by previous LIDAR efforts.
- Prepare maps, cross-sections and reports as needed to accurately depict the features being surveyed.

All field survey work will be performed in accordance with the following:

- All survey work will be prepared in accordance with the Standards of Practice for surveying established by The Board of Professional Surveyors and Mappers within the State of Florida.
- Data to be collected by conventional survey measurements, GPS measurements, echo sounding and laser scanning.
- Project Horizontal control will be based on the Florida State Plane Coordinate System, East Zone, NAD 83.
- Project Vertical control will be based on NAVD 88 Vertical Datum.
- Establish vertical control networks (benchruns) as needed to support accurate vertical data for each site to be surveyed.
- Drawings will be delivered in AutoCAD (.dwg) file format. Raw data will be delivered in ASCII file format. Scan data will be delivered in RCP file format

Task 4.7 - Task Summary Memorandum

A Task Summary Memorandum will be developed summarizing the above subtasks and the supplemental data collected for model updates. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 5 - Develop ArcGIS Tool - MODFLOW Groundwater Output to MIKE-SHE Boundary Conditions

This task includes effort to develop a utility tool to translate groundwater MODFLOW model output into a MIKE SHE model compatible input format.

Task 5.1 - Coordinate example datasets with County

Consultant will coordinate with County to obtain the appropriate MODFLOW model output datasets to be used for the project.

Task 5.2 - Utility Development

Consultant will develop a utility tool to translate grid based MODFLOW model output data into a MIKE-SHE model compatible input format. The tool will be developed as an ArcGIS toolbox compatible with County GIS systems. For the purposes of the project it is assumed the tool will be developed at the ArcGIS 10.5 version level.

Task 5.3 - Utility Delivery and Troubleshooting

The tool will be tested by Consultant with project data and then used for project model input purposes. The tool will also be tested on County's system to ensure compatibility.

Task 5.4 – Task Summary Memorandum

Consultant will prepare a Task Summary Memorandum documenting the tool development process and providing instructional information for use of the tool in the future by County. Also, will include electronic delivery of ArcGIS tool. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 6 – Update Current Conditions MIKE SHE / MIKE-11 Model

Consultant will update the most recent version of the BCModel from the 2014 FEMA flood insurance study to generate flood depths for selected storm scenarios. The updates will be identified through the outcomes of previous tasks including the Task 2 - Initial Data Collection and Review, Task 3 - Community Stakeholder Meetings, and Task 4 - Supplemental Data Collection including Field Survey. These may include updates to drainage systems, control structures, additional major conveyances, and channel cross sections to account for sedimentation. The updates to the model will be validated against a historical storm event (Hurricane Irma or other recent). The use of the model to predict flood depths shall be in general accordance with FEMA Guidelines and Specifications (FEMA, 2017). A description/justification of the selected model structure that will address the modeling objectives, will be agreed to among parties before model runs/all updates.

It is noted that this task will be accomplished using the current 2017 version of MIKE SHE / MIKE 11 and does not include updating the MIKE 11 model to its successor 1-D modeling package, MIKE Hydro River. MIKE Hydro River was introduced as part of the 2016 release of MIKE SHE. While the 2016 and 2017 releases of MIKE SHE contains both MIKE 11 and MIKE Hydro River, the 2017 version is reportedly the last major release in which MIKE 11 is included as a product. MIKE Hydro River contains several computational method changes and other framework differences which would not facilitate a direct import. If desired for future compatibility, the existing MIKE 11 modeling data can be ported to MIKE Hydro River under a separate future scope of work.

Task 6.1 – Add Hydraulic Detail Based on Stakeholder Input

At the commencement of this Task, Consultant will coordinate with County to prioritize the updates identified in the initial model data needs identification, as well as updates requested by the stakeholders. Starting with the highest priority updates and working down the list of updates in order of decreasing priority, Consultant will incorporate the additional detail subject to the not-to-exceed budget for this task.

Task 6.2 –Reduce Model Grid Size

The current MIKE SHE model grid spacing in the BCModel is 500 feet x 500 feet. Because this spacing does not effectively capture fine details of topography and impervious coverage in urban areas, significant improvements in the accuracy of the 2-D overland flow component could be realized by reducing the grid spacing. Increasing the grid resolution will, however, increase run times. It is expected that grid spacing smaller than 250 feet x 250 feet may result in acceptable run times, while greatly improving the model's representation of runoff, storage, and overland flow. This task includes an initial test run with the finer grid resolution to determine the impact on model run times. If the test run results in acceptable run times, all components of the 2-D overland flow module will be re-parameterized using the source LiDAR data and detailed land use/land cover mapping. Because the objective of this task is to improve the overland flow representation, the groundwater and unsaturated zone parameters

used for the 500-foot grid will be duplicated when adapting to the 250-foot or smaller grid.

Task 6.3 – Land Use Refinement

The current SFWMD FLUCFCS based land use and most recently available aerial photography will be compared with the land use in the current BCModel. Areas of recent development and other land use changes will be identified. Aerial mapping and construction drawings (where available from ERPs, etc.) will be used to update the land use in the MIKE SHE model. Additionally, overland flow roughness coefficients will be varied by land use throughout the model gridded area, as the current BCModel uses a single value for this parameter throughout the domain. Note the resolution and detail of this effort will be respective to the overall grid size of the model (i.e., localized changes in land use coverage significantly less than the grid resolution will not be addressed).

Task 6.4 – Storage Representation

The 2017 version of MIKE SHE includes a new ponded drainage routine that will be used in conjunction with land use dependent detention storage values to improve the representation of storage detention and routing in portions of the model domain where small (sub-grid scale) stormwater detention ponds or other significant storage features are not explicitly represented in the current BCModel. This task includes development and implementation of this routine, model-wide. Storage representation will rely solely on the LiDAR based DEM, take-offs from plans or other source material will not be included. Focus will be applied to flood prone areas identified by County and municipalities as appropriate.

Task 6.5 – Hydrologic Parameterization Updates

Consultant will review the remaining MIKE SHE parameterization, including saturated zone drain levels and time constants, paved area roughness coefficients, soils parameters (specifically, the soil moisture retention curves), and hydraulic conductivities of the surficial aquifer, and update as necessary. The current model values will be retained unless sufficient justification is found for revision.

Task 6.6 – Groundwater Initial Conditions

Consultant will compare the initial groundwater elevations from the 2014 BCModel with groundwater well data (measurements) for the time period preceding the model validation event (i.e., Hurricane Irma). The initial groundwater elevations will be adjusted if necessary in preparation for the validation simulation.

Task 6.7 – Model Validation

The existing conditions model updates will be validated by simulating a single historic storm event (most likely Hurricane Irma or other recent storm events) and comparing the results with observed stage and flow hydrographs. NEXRAD radar-based rainfall data, with a 15-minute time step (previously collected in Task 2) will be formatted for input into the MIKE SHE model. Observed tidal data, where available, will be input as boundary conditions for the major coastal outfalls. Model inputs will be adjusted, within reasonable ranges, in an effort to achieve best acceptable agreement between simulated and observed flow volumes, peak flows, and peak stages at selected measurement stations. The goodness-of-fit of peak stages and flows will be compared

in a spatially varied manner as appropriate to the previous BCModel calibration (to Hurricane Irene in 1999) to validate the improvements to the model, with the objective of obtaining an overall goodness-of-fit that is equal or better than the previous calibration.

Task 6.8 – Current Conditions Simulations

Current conditions model simulations will be run for the 10-, 25-, 50-, 100-, and 500-year design storm events, with distributions to be based on SWFWMD or NOAA 14. MIKE SHE model outputs, in the form of maximum depths of overland flow, will be compiled, mapped, and reviewed to ensure the results are reasonable and numerically stable. The MIKE 11 peak stage profiles will also be prepared using the MIKE standard post-processing tools and reviewed for reasonableness and stability. Any identified model instabilities will be addressed.

Task 6.9 – Compile Model Input Data into ArcGIS Geodatabase

Consultant will compile the current conditions MIKE SHE model input into an ArcGIS 10.5 geodatabase. The geodatabase will be populated with readily exportable data using the standard MIKE Zero toolbox.

Task 6.10 - Task Summary Memorandum

The approach, parameterization, and results of the current conditions model update will be documented in a Task Summary Memorandum and submitted to County for review. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 7 – Develop Future Conditions MIKE SHE / MIKE 11 Model Input

Under this task, the updated BCModel input will be modified to develop a version of the model to represent future conditions. Model inputs will be adjusted to represent projected future sea levels, future rainfall depths, major changes in future land use, and planned major future infrastructure improvements.

Task 7.1 – Develop Future Conditions Rainfall IDF Curves

The Future Conditions Rainfall Intensity Duration-Frequency (IDF) curves will be developed in accordance with the prescribed scope. In general, the process will be that the Future rainfall depths and IDF curves (and associated simulation time steps) will be derived according to NOAA Atlas 14 and based on the results of adjusting the best set of downscaled data among three alternatives to be tested:

- 1) Statistical Downscaled Localized Constructed Analogs (LOCA)
- 2) Dynamically Downscaled Center for Ocean-Atmospheric Prediction Studies (COAPS)
- 3) Dynamically Downscaled World Climate Research Program Coordinated Regional Climate Downscaling Experiment (CORDEX).

If it is determined that the results of the statistical analysis, determined according to the approach suggested by SFWMD, 2016, show large bias, a probabilistic approach to quantify potential changes to the 100-year floodplain, in response to non-stationary

rainfall conditions, will be performed in conjunction with the determination of associated risks, for example by Salas & Obeyesekera, 2014.

Task 7.2 – Future Sea Level Rise Scenarios

Two future sea level rise scenarios will be evaluated with the updated BCMModel based on the unified projections from the Southeast Florida Climate Compact. The basis of the updated Future Conditions 100-year Flood Elevation Map (Task 10) will be model results representing flood elevations under 2060-2069 conditions. Flood elevations will also be evaluated under 2100 future conditions. In this subtask, projected sea level rise information for the year 2100 scenario will be identified, discussed and agreed upon between Consultant and County.

Task 7.3 – Future Groundwater Elevations from MODFLOW

County will provide future groundwater elevations (2060 and 2100) to be used as antecedent conditions for the future conditions MIKE SHE model based on output from recent applications of MODFLOW by the U.S. Geological Survey. This input data will represent groundwater elevations under future sea level conditions (2060-2069) in accordance with the Unified Sea Level Rise Projection for South Florida, and estimated future rainfall average in accordance with the Center for Ocean-Atmospheric Prediction Studies (COAPS) downscaled Community Climate System Model (CCSM) global model. Consultant will import these elevations, using the tool developed in Task 5, into a MIKE SHE grid file for use as initial water table elevations for the surficial aquifer.

Task 7.4 – Future Tidal Boundary Conditions

Surface water boundary conditions for the 1-D hydraulic model, the 2-D overland flow model, and surficial aquifer will be developed in consultation with SFWMD and County. Boundary conditions for projected tide and storm surge will be developed according to the C4/C7 FPLOS studies from the SFWMD. Because the FEMA Coastal Zone A modeling/mapping results will be integrated with the MIKE SHE / MIKE 11 model results, it is anticipated that it will not be necessary or appropriate for the MIKE SHE and MIKE 11 tidal boundary conditions to incorporate the effects of storm surge. Tidal boundary conditions will be based on an astronomical tide cycle (without atmospheric influences) adjusted upward to account for future sea level rise.

Task 7.5 – Future Land Use

Future land use mapping for the 2060 to 2069 scenario will be obtained from Broward County. For the purposes of the scope, up to 20 specific areas (each larger than approximately 100 contiguous acres to be targeted for development or redevelopment) that County and stakeholders will identify can be represented in the future conditions model. The land use categories for these areas will be aggregated into the subset of model-based (hydrologic) land use categories developed for MIKE SHE modeling purposes. The resulting future land use polygons will be used to parameterize the two future conditions MIKE SHE model scenarios. The approach to land-use based model parameterization will be identical to that used to update the current conditions model, and will account for storage and attenuation in the updated areas as appropriate. For the purposes of this study, it is assumed that the year 2100 land use will be unchanged from the 2060 to 2069 land use (e.g., same land use changes reflected in both model scenarios).

Task 7.6 – Future Operating Protocols of Gravity-Driven Structures

In consultation with SFWMD, any expected long-term changes to operating protocols of gravity-driven coastal structures (to adapt to future sea levels) will be incorporated into the 1-D (MIKE 11) model input. For the purposes of this study, it is assumed that the year 2100 operating protocols will be unchanged from those reflected in 2060 to 2069.

Task 7.7 – Planned Infrastructure Improvements

Potential future modifications, including planned surface water management infrastructure projects (e.g., the C-9 and C-11 Impoundments and C-51 reservoir) will be discussed with the SFWMD and incorporated into the future conditions model, as applicable, and in accordance with the approach employed by SFWMD in the Big Cypress Basin Flood Protection Level of Service (FPLOS) Study. Up to five (5) additional major water control/storage/conveyance projects identified by SFWMD and/or water control districts will be incorporated. For the purposes of this study, it is assumed that the year 2100 infrastructure improvements will be unchanged from those reflected in 2060 to 2069.

Task 7.8 – Compile Model Input Data into ArcGIS Geodatabases

Consultant will compile the future conditions MIKE SHE model input into an ArcGIS 10.5 geodatabase. The geodatabase will be populated with readily exportable data using the standard MIKE Zero toolbox.

Task 7.9 – Task Summary Memorandum

The approach and parameterization of the future conditions model scenarios will be documented in a Task Summary Memorandum and submitted to County for review. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 8 – Model Execution and Results Processing

The model inputs developed and modified in the preceding tasks will be used to generate flood elevations for the selected future conditions scenarios. Model simulations will be conducted for the 10-, 25-, 50-, 100-, and 500-year storm events for the following scenarios.

Task 8.1 – Future Conditions Simulations – 2060-2069

Future conditions (2060-2069) model simulations will be run for the 10-, 25-, 50-, 100-, and 500-year design storm events. MIKE SHE model outputs, in the form of maximum depths of overland flow, will be generated and reviewed to ensure the results are reasonable and numerically stable. The MIKE 11 peak stage profiles will also be prepared using the MIKE standard post-processing tools and reviewed for reasonableness and stability. Any identified model instabilities will be addressed.

Task 8.2 – Future Conditions Simulations – 2100

Future conditions (2100) model simulations will be run for the 10-, 25-, 50-, 100-, and 500-year design storm events. MIKE SHE model outputs, in the form of maximum depths of overland flow, will be generated and reviewed to ensure the results are reasonable and numerically stable. The MIKE 11 or MIKE Hydro River peak stage profiles will also be prepared using the MIKE standard post-processing tools and

reviewed for reasonableness and stability. Any identified model instabilities will be addressed.

Task 8.3 – Model Results Post-Processing

Using the standard MIKE Zero toolbox, model results from the two future conditions simulations will be exported to ArcGIS grid files and shape files. Map projections files will be created for all feature classes.

- Maximum depth of overland flow (10-, 25-, 50-, 100-, 500-year)
- Maximum groundwater elevations in the Surficial Aquifer (10-, 25-, 50-, 100-, 500-year)

Task 8.4 – Compile Model Output Data into ArcGIS Geodatabases

Consultant will compile the future conditions MIKE SHE model output into an ArcGIS 10.5 geodatabase. In addition to the feature classes generated in the preceding subtask, feature classes will be generated to represent the overland flood elevations by adding the maximum depths over overland flow to the topographic grid elevations.

Task 8.5 – Task Summary Memorandum

The results of the future conditions model scenarios will be documented in a Task Summary Memorandum and submitted to County for review. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 9 – Develop ArcGIS Tool – Coastal Zone A Model Results Integration with MIKE SHE

The development of flood hazards in Broward County incorporates upland (riverine, surficial) and coastal sources (storm surge including wave action). In its flood risk studies, Broward County assumes that flooding from upland and coastal sources is statistically independent. This task seeks to calculate the total or actual frequency flood curve at any desired point by statistically adding flood elevations from all sources, a calculation called combined rate of return (CRR).

Task 9.1 – Extract Results from Current Coastal Storm Scenarios

Consultant will develop a tool that will read model results, perform iterative calculation of a given flood frequency, and produce an output. Time allocated to Task 9.1 includes preparation of MIKE-SHE and coastal datasets to meet the needs of the CRR Tool. For example, we will convert datasets to a different format (e.g., raster, ESRI terrain, or shapefile), clip to County's boundary, or create necessary geodatabase fields.

Task 9.2 – Develop Toolbox

Consultant will develop a tool that will read model results, perform an iterative calculation to estimate a given frequency within the range of the flood frequency curve, and produce geospatial output for mapping.

We envision the CRR Tool operation as follows.

1. Using a template geodatabase, the CRR Tool will read coastal and upland flood elevations at user-specified point locations. These locations may include the center of a grid element, a cross section, or any other location specified by the user. The CRR Tool will populate the geodatabase with the specified frequency levels.
2. The CRR Tool will allow manual edits in case the user would like to edit flood elevations. For example, the user may want to include the effects of waves, not included in FEMA's stillwater elevation surfaces.
3. The CRR Tool will iteratively solve the combined rate of return equation.
4. The CRR Tool will store results in the same geodatabase.

The CRR tool will be delivered as an ArcGIS toolbox. Some tool functionality may change during its development to improve efficiency and accommodate Broward County's interests. Major changes to the design of the CRR Tool proposed in this scope of work, may require an additional fee.

Task 9.3 – Integrate Coastal Zone Results with Future MIKE SHE Model Results

Consultant will compute flood frequency results using the tool developed in Task 9.2. We will create a point shapefile with locations of interest in obtaining combined rate of return. Typically, these points will extend upstream along tidally-influenced canals. Staff will review results and recalculate combined rates, if necessary. The task includes the development of a geodatabase or shapefile with combined elevations that mappers can use to delineate flood risks.

Task 9.4 – Task Summary Memorandum

Consultant will prepare Task Summary Memorandum documenting the tool development process and providing instructional information for use of the tool in the future by County, including documentation that will guide the user on how to operate the tool and describe input and output products for future reference. Also, will include electronic delivery of ArcGIS tool. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 10 - Develop ArcGIS Tool - Generate Future 100-year Flood Contour Map

This task will produce a utility tool that will convert MIKE SHE output flood stages into contours suitable for County flood mapping purposes.

Task 10.1 - Develop Toolbox

Consultant will develop a work flow process to generate 100-year flood contours from GIS based model output data. This work flow will rely on standard ArcGIS based processes which will be compiled into an ArcGIS toolbox for delivery to County. The tool box will be troubleshooted using project model output datasets to generate desired results. The generalized process will be to use rasterized flood stage results processed from the model output and DEM, then further process using contouring tools to produce desired results in vector format. Resulting contour elevation features will be attributed with results in both NGVD 1929 and NAVD 1988 vertical datums.

Task 10.2 - Generate Future 2060-2069 100-year Flood Contour Map

An ArcGIS map template (mxd) will generated in to facilitate depiction of the resulting 100-year flood contours in a format similar to the previous 1977 100-year flood map used by County.

Task 10.3 - Task Summary Memorandum

Consultant will prepare a Task Summary Memorandum providing details on the construction of the tool and providing instructions on usage, data format requirements, etc. Also, will include electronic delivery of ArcGIS tool and map template. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 11 - CRS Evaluation and Recommendations

This task will evaluate current Community Rating System (CRS) credits for Broward County and applicable municipalities, and recommend categories for improvement in the rating system based on this study. Consideration of FEMA Guidelines and Specifications shall be made when using the results of the flood modeling as a basis to evaluate CRS improvement measures.

Task 11.1 - Develop CRS Credit Information for Initial Stakeholder Meetings

Consultant will compile CRS data relevant to Broward County and its municipalities from reference sources and preliminarily identify applicable sections that may be influenced

by the results of this project. This will be used to develop information to be shared with relevant stakeholders at the initial project coordination meetings.

Task 11.2 - Compile Current CRS Rating Data from County and Municipalities

Based on input from stakeholders, compile and summarize current CRS program data from participating municipalities. Comparison of current rating credit will be performed.

Task 11.3 - Evaluate Credit Opportunities Relevant to Flood Mapping Effort

Based on compiled data and evaluation, evaluate potential areas for additional credit opportunity for County and applicable municipalities based on the results of this 100-year flood map project. This will be evaluated in general County-wide and individually specific to applicable municipalities.

Task 11.4 - Prepare Potential CRS Credit Recommendations

Based on the results of the previous tasks, generate a matrix of specific potential CRS credit recommendations. It is noted that this will focus on recommendation for County and applicable municipalities (municipalities which are specifically identified during the initial stakeholder process as expressing interest in receiving recommendation and that actively engaged in a dialog regarding CRS under this effort).

Task 11.5 - Task Summary Memorandum

The results of the above referenced task will be provided in a Task Summary Memorandum for County's review and comment. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 12 - Presentation of Results to County and Stakeholders

This task includes effort to coordinate, attend, and disseminate information to identified stakeholders during the course of the project.

Task 12.1 - Meetings at Milestones (assume 2)

Consultant shall coordinate with County to prepare for and attend meetings at key project milestones to disseminate project results to interested stakeholders. For the purposes of the scope of work, it is assumed that up to two meetings will be included. It is assumed that Consultant shall prepare presentation materials to assist the County with the meeting.

Task 12.2 - Meetings During Map Adoption Process (assume 2)

Consultant shall coordinate with County to prepare for and attend meetings during the map adoption process to relevant stakeholders. For the purposes of the scope of work, it is assumed that up to two meetings will be included. It is assumed that Consultant shall prepare presentation materials to assist County with the meeting.

Task 12.3 - Task Summary Memorandum

A Task Summary Memorandum will be prepared capturing the results of the milestone and map adoption meetings and documenting any relevant decisions and supporting information. County's comments in the Task Summary Memorandum, if any, will be addressed in the draft Project Summary Report (Task 13).

Task 13 - Prepare and Submit Draft Summary Report

This task includes efforts to develop a comprehensive draft report of project activities for County review.

Task 13.1 - Prepare draft report narrative and supporting figures, tables, etc.

It is anticipated this will incorporate information from the various task summary memos into a combined report. In general, the organization will include an introduction, narrative sections corresponding to scope tasks, and supporting appendices. Relevant figures and table of data will be provided. The appendices will be focused on immediately supportive material to the report narrative. Volume reference information and model related data will be referenced but provided as part of the electronic deliverable (cataloged for future reference purposes).

Task 13.2 - Report QA/QC

The report will have senior review conducted by the project manager and a peer review by a qualified individual not directly associated with the project for QA/QC purposes.

Task 13.3 - Publish report

The draft report will be published in PDF format for delivery to County. Native files will be provided along with back up reference and model materials in a set of electronic deliverables.

Task 14 - Prepare and Submit Final Summary Report

Task 14.1 - Prepare final report

Based on County comments and those of other applicable stakeholders, Consultant will revise and finalize the report.

Task 14.2 - Report QA/QC

The report will have senior review conducted by the project manager and a peer review by a qualified individual not directly associated with the project for QA/QC purposes.

Task 14.3 - Publish report

The final report will be published in PDF format for delivery to County. Native files will be provided along with back up reference and model materials in a set of electronic deliverables. It is understood that the information developed during the project will be used to support technical publications and /or presentation to organizations.

Task 15 - Project Management

This task includes various administrative efforts necessary for execution of the project work.

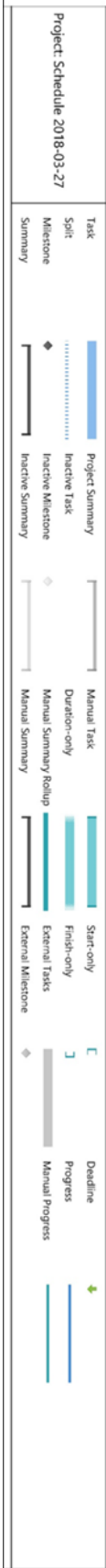
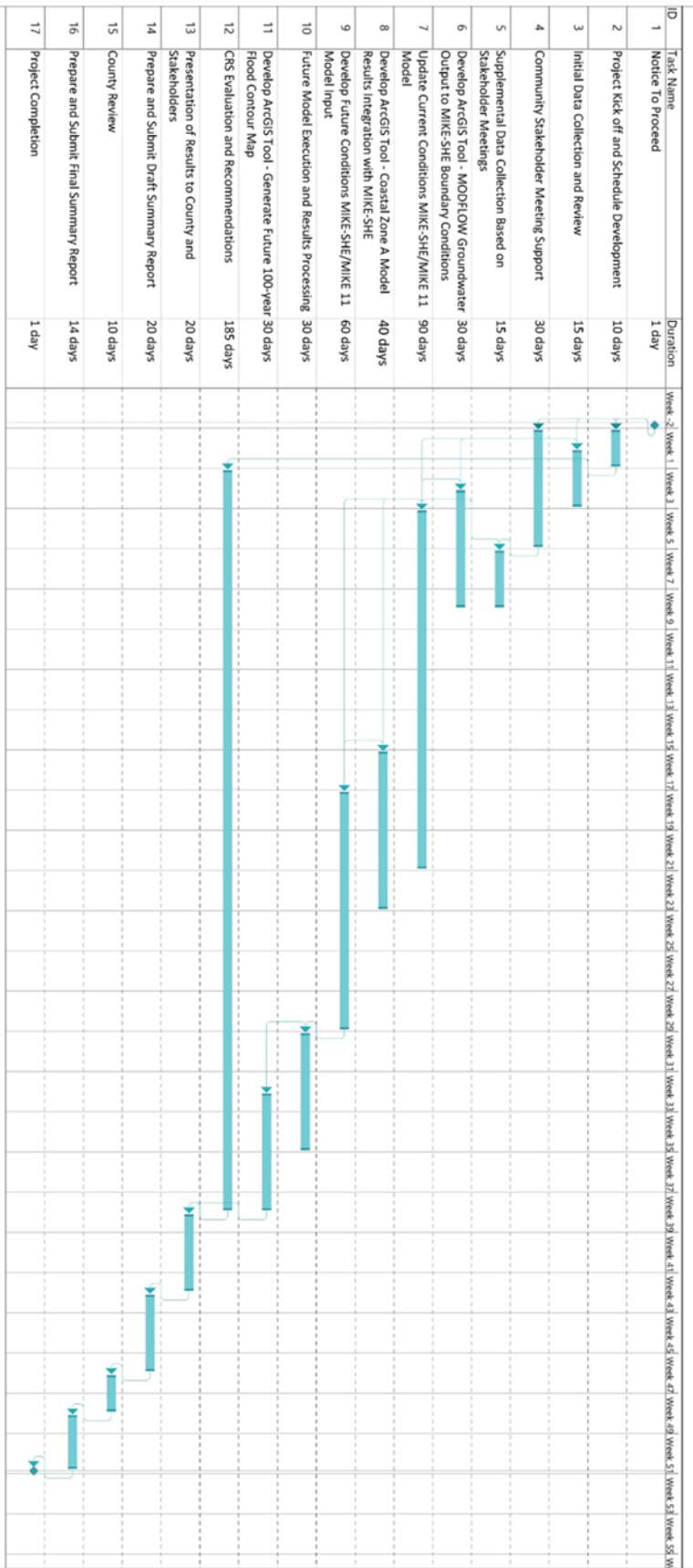
Task 15.1 - Project setup & administration

Task 15.2 - Management of subconsultant efforts and QA/QC

Task 15.3 - Management of technical staff efforts and general project QA/QC

Task 15.4 - Project tracking, schedule updates, weekly status reports, etc.

Proposed Project Schedule
100-Year Flood Elevation Map and Associated Modeling
RFP #R2114367P1
Broward County, Florida



Project Team & Roles

Geosyntec Consultants – Prime Consultant for Contract Management, stakeholder coordination, model data collection and development, utility tool development, CRS consulting, and report production.

Taylor Engineering – Subconsultant for model development, utility tool development, and report production support.

Adept Public Relations – Subconsultant for stakeholder coordination support.

Strowd Engineering – Special subconsultant for coordination with stakeholder data sources, and model peer review support.

Stoner and Associates – Subconsultant for field survey data collection to support model development.

Communication and Reports

The Consultant shall communicate the current project status and share pertinent information through a status report delivered upon 50% and 100% completion of each activity, and organize bi-weekly meetings to present updated project status and discuss technical approach.

For major milestones of the project and major assumptions needed for project execution, the consulting team needs to obtain formal approval from County's Project Manager to proceed. If significant changes to the original approved plan occurs, County's Project Manager will need to be fully involved, and re-approval obtained, if necessary.

References

Southeast Florida Regional Climate Change Compact Sea Level Rise Work Group (Compact). October 2015. Unified Sea Level Rise Projection for Southeast Florida. A document prepared for the Southeast Florida Regional Climate Change Compact Steering Committee. 35 p.

Federal Emergency Management Agency. August 18, 2014. Federal Insurance Study Broward County, Florida and incorporated Areas. Flood Insurance Study Number 12011CV000A. 60 p.

Federal Emergency Management Agency. FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping. Available at: <https://www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping> Access on April, 2017.

South Florida Water Management District. Determination of Future Intensity-Duration-Frequency Curves for Level of Service Planning Projects – Extreme Rainfall Analysis in Climate Model Outputs to Determine Temporal Changes in Intensity-Duration-Frequency Curves. November 2016.

Salas, J.; Obeysekera, J. (2014) Revisiting the Concepts of Return Period and Risk for Nonstationary Hydrologic Extreme Events. Journal of Hydrologic Engineering 19: 554-568p. ASCE.

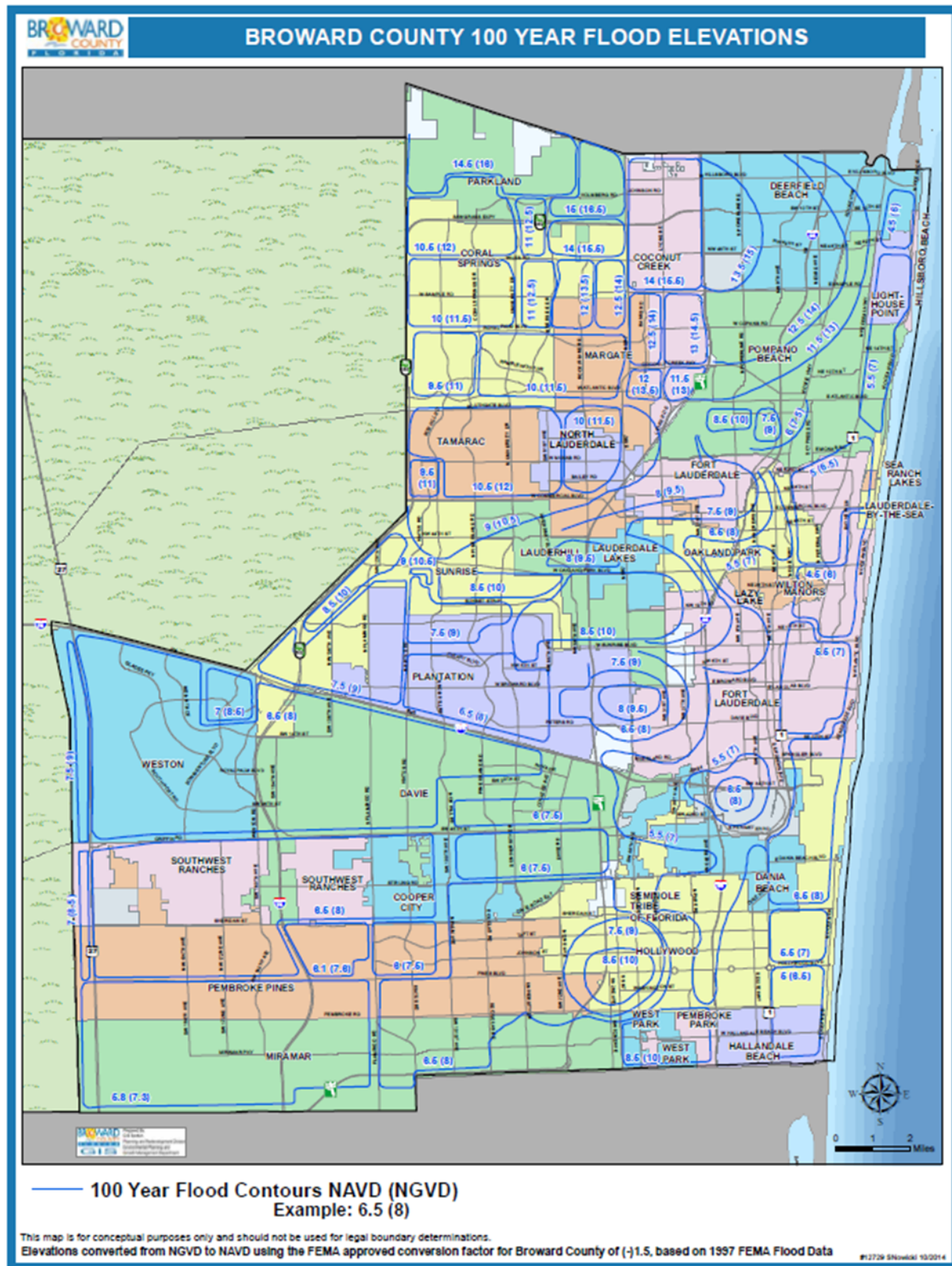


Figure 1. 1977 Broward County 100-year flood elevation map

NAD_1983_HARN_StatePlane_Florida_East_FIPS_0901_Feet
WKID: 2881 Authority: EPSG

Projection: Transverse_Mercator
False_Easting: 656166.6666666665
False_Northing: 0.0
Central_Meridian: -81.0
Scale_Factor: 0.9999411764705882
Latitude_Of_Origin: 24.33333333333333
LinearUnit: Foot_US (0.3048006096012192)

GeographicCoordinateSystem: GCS_North_American_1983_HARN
AngularUnit: Degree (0.0174532925199433)
Prime Meridian: Greenwich (0.0)
Datum: D_North_American_1983_HARN
Spheroid: GRS_1980
Semimajor Axis: 6378137.0
Semiminor Axis: 6356752.314140356
Inverse Flattening: 298.257222101

Figure 2. Recommended GIS Coordinate System and Datum

EXHIBIT B – Cost Sharing Schedule

Cost Share Partner	Cost Share
Coconut Creek	\$ 32,857.14
Dania Beach	\$ 16,428.57
Fort Lauderdale	\$ 98,571.43
Hallandale Beach	\$ 16,428.57
Oakland Park	\$ 16,428.57
Pompano Beach	\$ 49,285.71
Hollywood	\$ 80,000.00
Wilton Manors	\$ 10,000.00
Hillsboro	\$ 10,000.00
SBDD	\$ 30,000.00
Subtotal	\$ 360,000.00
County	\$ 360,000.00
Total	\$ 720,000.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE THE FINAL CHANGE ORDER FOR THE MELALEUCA WATERMAIN PROJECT PHASE I CONTRACT WITH EVERGLADES CONTRACTING LLC; REDUCING THE CONTACT AMOUNT FROM THREE HUNDRED EIGHTY FOUR EIGHT THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND FORTY EIGHT CENTS (\$385,585.48) TO TWO HUNDRED SIXTY THOUSAND SEVEN HUNDRED TEN DOLLARS AND SIXTY NINE CENTS (\$260,710.69) FOR A NET FINAL CHANGE ORDER REDUCTION IN THE AMOUNT OF ONE HUNDRED TWENTY THREE THOUSAND EIGHT HUNDRED SEVENTY FOUR DOLLARS AND SEVENTY NINE CENTS (\$123, 874.79); PROVIDING FOR CONFLICTS FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

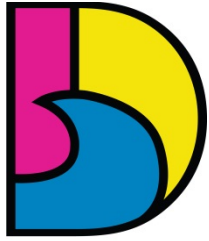
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Memo- Everglades Contracting Melaleuca Watermain Project Phase I Final Change Order -rsn. (Fin Review 9-17-18), R-2018- Everglades Contracting Melaleuca Water Main Phase I Final Change Order, Exhibit A - EGC Melaleuca Watermain Phase Project I Accounting Analysis



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, CFM, City Engineer

Date: September 17, 2018

RE: Everglades Contracting Melaleuca Watermain Project Phase I
Final Change Order

The Melaleuca Watermain Project Phase I was awarded to Everglades by the City Commission on March 13, 2018 by Resolution 2018-038. The project is now complete and commissioned for operation. Public Services is requesting City Commission's approval for a final Change Order for the Melaleuca Watermain Project Phase I and to adjust the final contract amount to reflect the deduction. This project was originally bid with contingencies for muck removal however this has become unnecessary during project execution. The original contract amount was \$384,585.48. The project has a large deduct change order in the amount of \$123,874.70 that will be returned to the Water Fund. The resulting revised contract amount is \$260,710.69. This final change order will also allow project and financial closeout. See Exhibit 1 for details.

Recommendation

Public Services is recommending the City Commission approve the deduct Change Order in the amount of \$123,874.79, to close out the Everglades Contracting Melaleuca Project Phase I Project and to return the remaining amount of \$123,874.79 to the water fund reserves.

RESOLUTION NO. 2018-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE THE FINAL CHANGE ORDER FOR THE MELALEUCA WATERMAIN PROJECT PHASE I CONTRACT WITH EVERGLADES CONTRACTING LLC; REDUCING THE CONTRACT AMOUNT FROM THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED EIGHT FIVE DOLLARS AND FORTY EIGHT CENTS (\$384,585.48) TO TWO HUNDRED SIXTY THOUSAND SEVEN HUNDRED TEN DOLLARS AND SIXTY NINE CENTS (\$260,710.69) FOR A NET FINAL CHANGE ORDER REDUCTION IN THE AMOUNT OF ONE HUNDRED TWENTY THREE THOUSAND EIGHT HUNDRED SEVENTY FOUR DOLLARS AND SEVENTY NINE CENTS (\$123,874.79); PROVIDING FOR CONFLICTS FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a construction bid was awarded on March 13, 2018 and an Agreement was approved in an amount of Three Hundred Eighty Four Thousand Five Hundred Eighty Five Dollars and Forty Eight Cents (\$384,585.48) with Everglades Contracting, LLC., for the Melaleuca Watermain Project Phase I Project pursuant to Resolution 2018-038; and

WHEREAS, this project was originally bid with contingencies for muck removal, however that became unnecessary during project execution; and

WHEREAS, this project has a large deduct change order in the amount of One Hundred Twenty Three Thousand Eight Hundred Seventy Four Dollars and Seventy Cents (\$123,874.70), attached as Exhibit "A"; and

WHEREAS, the adjusted final Contract amount is now Two Hundred Sixty Thousand Seven Hundred Ten Dollars and Sixty Nine Cents (\$260,710.69); and

WHEREAS, this final change order will allow project and financial closeout with all remaining funds returned to the Water Fund Reserves;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "Whereas" clauses are true and correct and they are incorporated into this Resolution by this reference;

Section 2. That the City Commission authorizes the City Manager to modify the contract amount to Two Hundred Sixty Thousand Seven Hundred Ten Dollars and Sixty Nine Cents (\$260,710.69) with approval of a final reduction change order in the amount of One

Hundred Twenty Three Thousand Eight Hundred Seventy Four Dollars and Seventy Nine Cents (\$123,874.79).

Section 3. That the Melaleuca Watermain Project shall be closed and all remaining funding will be returned to the Water Fund Reserves.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper for the best interests of the City.

Section 5. That all resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

PROJECT ACCOUNTING ANALYSIS										
MELALEUCA WATER MAIN PROJECT PHASE 1 - EVERGLADES CONTRACTING LLC										
ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNITS	BID UNIT PRICE	BID VALUE	REVISED QUANTITY COMPLETED	NET CHANGE	\$ AMOUNT OF CHANGE	\$ TOTAL COMPLETED WITH CHANGE	Comments
									ORDER	
1	12" C900 PVC DR 14 200 PSI Water Pipe (Blue)	1,700	LF	\$ 42.00	\$ 71,400.00	2,075.00	375	\$ 15,750.00	\$ 87,150.00	Addition
2	8" C900 PVC DR 14 200 PSI Water Pipe (Blue)	200	LF	\$ 25.51	\$ 5,102.00	81.00	-119	\$ (3,035.69)	\$ 2,066.31	Deduction
3	6" C900 PVC DR 14 200 PSI Water Pipe (Blue)	200	LF	\$ 18.66	\$ 3,732.00	46.00	-154	\$ (2,873.64)	\$ 858.36	Deduction
4	12 Inch Gate Valves	4	EA	\$ 2,467.18	\$ 9,868.72	3.00	-1	\$ (2,467.18)	\$ 7,401.54	Deduction
5	8 Inch Gate Valves	2	EA	\$ 1,370.92	\$ 2,741.84	2.00	0	\$ -	\$ 2,741.84	
6	6 Inch Gate Valves	6	EA	\$ 951.73	\$ 5,710.38	7.00	1	\$ 951.73	\$ 6,662.11	Addition
7	Connection to 12" Directional Drill on NW 12th Ave	1	EA	\$ 3,331.79	\$ 3,331.79	1.00	0	\$ -	\$ 3,331.79	
8	12x12 Tee RJ MJ	2	EA	\$ 1,160.91	\$ 2,321.82	3.00	1	\$ 1,160.91	\$ 3,482.73	Addition
9	12x6 Tee RJ MJ	3	EA	\$ 1,105.85	\$ 3,317.55	3.00	0	\$ -	\$ 3,317.55	
10	12x8 Tee RJ MJ	2	EA	\$ 1,156.22	\$ 2,312.44	1.00	-1	\$ (1,156.22)	\$ 1,156.22	Deduction
11	8x6 Tee RJ MJ	1	EA	\$ 792.82	\$ 792.82	1.00	0	\$ -	\$ 792.82	
12	6x6 TS&V w Secondary Valve Separate above	3	EA	\$ 3,922.17	\$ 11,766.51	3.00	0	\$ -	\$ 11,766.51	
13	12-6 Reducers RJ MJ	2	EA	\$ 547.10	\$ 1,094.20	2.00	0	\$ -	\$ 1,094.20	
14	12-8 Reducers RJ MJ	2	EA	\$ 567.01	\$ 1,134.02	1.00	-1	\$ (567.01)	\$ 567.01	Deduction
15	8-6 Reducers RJ MJ	1	EA	\$ 429.03	\$ 429.03	1.00	0	\$ -	\$ 429.03	
16	Caps (6 or 8) RJ MJ	2	EA	\$ 429.89	\$ 859.78	4.00	2	\$ 859.78	\$ 1,719.56	Addition
17	Misc Fittings RJ MJ - Bends or Not Otherwise Not Accounted For)	1,200	LBS	\$ 12.48	\$ 14,976.00	1,781.92	581.92	\$ 7,262.36	\$ 22,238.36	Addition
18	Fire Hydrants Assembly (Valve Plus Restraints)	3	EA	\$ 5,358.86	\$ 16,076.58	2.00	-1	\$ (5,358.86)	\$ 10,717.72	Deduction
19	Bedding Stone	500	TN	\$ 17.77	\$ 8,885.00	22.56	-477.44	\$ (8,484.11)	\$ 400.89	Deduction
20	Remove Unsuitable Materials	1,500	TN	\$ 11.07	\$ 16,605.00	0.00	-1500	\$ (16,605.00)	\$ -	Deduction
21	Clean Fill	1,500	TN	\$ 8.32	\$ 12,480.00	0.00	-1500	\$ (12,480.00)	\$ -	Deduction
22	Trench Protection (As Needed	1,800	LF	\$ 2.69	\$ 4,842.00	0.00	-1800	\$ (4,842.00)	\$ -	Deduction
23	Proctor Test (3rd Party)	5	EA	\$ 55.00	\$ 275.00	2.00	-3	\$ (165.00)	\$ 110.00	Deduction
24	Asphalt Test (3rd Party)	5	EA	\$ 165.00	\$ 825.00	0.00	-5	\$ (825.00)	\$ -	Deduction
25	Pre-Construction Video of Pipe Run	1	EA	\$ 756.00	\$ 756.00	1.00	0	\$ -	\$ 756.00	
26	Post-Construction Video or Pipe Run	2	EA	\$ 621.00	\$ 1,242.00	0.00	-2	\$ (1,242.00)	\$ -	Deduction
27	Pressure Test and Clearance	1	EA	\$ 495.00	\$ 495.00	1.00	0	\$ -	\$ 495.00	
28	Bacterial Sample Points	6	EA	\$ 396.00	\$ 2,376.00	6.00	0	\$ -	\$ 2,376.00	
29	Service Connections - Connect Cut Services to 12" Main	10	EA	\$ 2,551.57	\$ 25,515.70	0.00	-10	\$ (25,515.70)	\$ -	Deduction
30	Soft Digs at Gas Pipe/Att Duct Bank Crossing	2	LS	\$ 2,090.00	\$ 4,180.00	2.00	0	\$ -	\$ 4,180.00	
31	Mobilization	1	LS	\$ 33,506.00	\$ 33,506.00	1.00	0	\$ -	\$ 33,506.00	
32	Asphalt Patch	1,500	SY	\$ 44.12	\$ 66,180.00	1,082.00	-418	\$ (18,442.16)	\$ 47,737.84	Deduction
33	Repair of Concrete Fence	2	LS	\$ 5,400.00	\$ 10,800.00	0.00	-2	\$ (10,800.00)	\$ -	Deduction
34	Landscaping	1	LS	\$ 3,655.30	\$ 3,655.30	1.00	0	\$ -	\$ 3,655.30	
35	Contingency	1	LS	\$ 35,000.00	\$ 35,000.00	0.00	-1	\$ (35,000.00)	\$ -	Deduction
	ORIGINAL CONTRACT				\$ 384,585.48			\$ (123,874.79)	\$ 260,710.69	Net Deduct

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH RON L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AND WITH THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2018-2019

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to Comm Ron L.Book (9-25-178)cd, R-2018- Ron Book Lobbyist Services, Ron Book Lobbyist Services Agreement FY2019



City of Dania Beach City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

TO: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager

FROM: Thomas J. Ansbrosio, City Attorney

DATE: September 25, 2018

SUBJECT: Renewal for the Annual Engagement Letter with Ronald L. Book, P.A. for
Lobbyist Services Pertaining to Local (including Airport) and State Legislative
Issues

The City has retained the lobbyist services of Ronald L. Book, P.A. for local government and airport related issues since 2015. City Commission approval of renewal engagement letter with Mr. Book beginning October 1, 2018 through September 30, 2019 is proposed for Commission consideration. The parties will continue to have the ability to terminate the engagement at any time without cause after thirty (30) days' written notice is provided. The \$50,000.00 annual cost remains the same, with a not to exceed \$5,000.00 provision for related expense. Funding is planned and appropriated in the Fiscal Year 2018-2019 Commission budget Professional Services Account #001-11-01-511-31-10.

TJA/la

RESOLUTION NO. 2018-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH RON L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AND WITH THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2018-2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the City has retained Ronald L. Book, P.A. (the “Consultant”) through an Engagement Letter for the past several years, to provide services in connection with the Fort Lauderdale-Hollywood International Airport as well as county and state related issues of concern to the City of Dania Beach; and

WHEREAS, the current agreement expires on September 30, 2018; and

WHEREAS, the City desires to continue to obtain the services of the Consultant, to provide services in connection with issues of concern to the City pertaining to matters associated with Broward County and the Airport, as well as general legislation and related issues at the state level;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are approved, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to execute an engagement letter with Ron L. Book, P.A., which will provide the City with consulting (lobbyist) services beginning October 1, 2018 for a one year term at a cost Fifty Thousand Dollars (\$50,000.00), payable monthly, in payments of Four Thousand One Hundred Sixty Six Dollars and Sixty Six Cents (\$4,166.66) and which shall further provide for expenses in a not to exceed amount of Five Thousand Dollars (\$5,000.00) for the term. A copy of the Engagement Letter is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That funding is planned and appropriated in the Fiscal Year 2018-2019 Commission budget Professional Services Account #001-11-01-511-31-10.

Section 4. The City Manager and City Attorney are authorized to make minor revisions to such engagement letter as are deemed necessary and proper in the best interests of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED and ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Ronald L. Book, P. A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

September 14, 2018

Mr. Thomas J. Ansbro
City Attorney
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

Dear Tom:

Thank you for again the continued opportunity for the representation of the City of Dania Beach both locally and in Tallahassee. It is understood that my firm and I will again provide support on all governmental affairs matters, however with an emphasis on airport issues and any general city appropriations issues.

It would be our firm's responsibility to handle all traditional lobbying activities. This will include but not be limited to, working with local staff, Legislative Staff, and Executive Branch Staff as well as elected officials. We will, at all times, aggressively represent the City and its interests. You agree to fully educate us on all matters of interest and priority to the City. We agree to meet periodically, as requested.

In exchange for this representation, you agree to compensate our firm with a retainer of \$50,000 a year payable in monthly payments of \$4,166.66 a month, except the final month will be invoiced at \$4,166.72.

This agreement will be effective October 1, 2018 and will extend for twelve (12) months, anticipating a renewal prior to the expiration of this agreement of September 30, 2019 for an additional twelve-month period, unless a written notice of discontinuation is received not less than 30 days prior to the end of the agreement. Expenses will be similarly prorated at a cap of \$5,000 a year. It is also understood that this agreement is cancellable by either party with 30 days written notice. Assuming this meets with your approval, please sign and return to my office.

Sincerely,

Ronald L. Book

Tamara James, Mayor
City of Dania Beach, Florida

Thomas J. Ansbro, City Attorney
City of Dania Beach, Florida

RLB:iml

REPLY TO:

- ☐ Harbour Centre - 18851 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY ADMINISTRATION IS REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR A PROJECT KNOWN AS THE "OASIS XV SOUTHWEST 25TH TERRACE NEIGHBORHOOD IMPROVEMENTS PROJECT"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

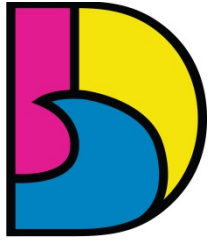
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo- OASIS XV Neighborhood Improvement SW 25 Terr - rsn.doc (Fin Review 9-17-18), R-2018- Oasis 15 Neighborhood Improvements SW 25 Terrace Authorization to Bid



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, CFM, City Engineer

Date: September 10, 2018

RE: Authorization to Bid OASIS XV – SW 25th Terrace.

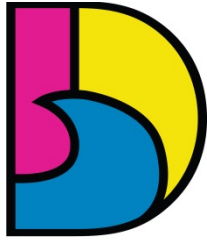
Staff request to advertise Oasis 15 which encompasses neighborhood improvements on the City's right of way which includes the following project components:

- sidewalks
- solar lights
- Oasis signs
- street signs
- driveway aprons
- crosswalks (pavers) and
- Sod for areas disturbed during construction

Public Utility Management and Planning Services, Inc. had been tasked to undertake the engineering services for this project. The bid package is now ready for advertising. The bid process will include a mandatory pre-bid conference, answering all questions during the bid process, a review of the bids, and a recommendation to the City for the award. The project needs City Commission approval to move to construction phase once the lowest and most responsive and responsible General Contractor is identified and awarded by the City Commission.

Funding is planned and appropriated in the FY 201-2018 Capital Projects Fund Account #301-3955-541-63-10 which has a remaining balance of One hundred Ninety Three Thousand Dollars (\$193,000.00).

Recommendation



DANIA BEACH
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**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

It is recommended that the City Commission authorize staff to immediately move forward with Oasis XV – SW 25th Terrace bid.

RESOLUTION NO. 2018-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN WHICH CITY ADMINISTRATION IS REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR A PROJECT KNOWN AS THE “OASIS XV SOUTHWEST 25TH TERRACE NEIGHBORHOOD IMPROVEMENTS PROJECT”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-16 of the City Code of Ordinances provides that all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required, and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the City has been making upgrades to its neighborhoods via improvement projects known as the Oasis projects and the Oasis XV Project was authorized and funded by the City Commission for Fiscal Year 2018; and

WHEREAS, Oasis XV encompasses neighborhood improvements within the City’s right-of-way which includes the following project components along Southwest 25th Terrace:

- sidewalks
- solar lights
- Oasis signs
- street signs
- driveway aprons
- crosswalks (pavers) and
- sod for areas disturbed during construction; and

WHEREAS, the City Commission approved funding in the amount of Two Hundred Thousand Dollars (200,000.00) in the Fiscal Year 2017-18 budget for this project which has a remaining balance of One Hundred Ninety Three Thousand Dollars (\$193,000.00); and

WHEREAS, the City Administration is ready to proceed with the project and is requesting authorization to bid it;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:**

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to proceed with bidding the project known as the Oasis XV – Southwest 25th Terrace Neighborhood Improvement Project.

Section 3. That funding is planned and appropriated for this project in the amount of Two Hundred Thousand Dollars (\$200,000.00) in the Capital Projects Fund Account Number 301-39-55-541-63-10 which has a remaining balance of One Hundred Ninety Three Thousand Dollars (\$193,000.00).

Section 4. That all resolutions or part of resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID ("ITB") NO. 14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED AT 101 NORTH BEACH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00); PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

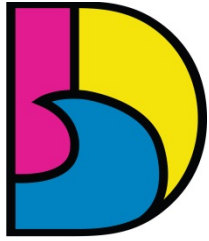
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo- Ocean Rescue Building Piggyback Garland (Fin Review 9-18-18)cd, R-2018- Ocean Rescue Building Roof Repairs Permission to piggyback Cobb County Bid #14-5903, R-2018- Ocean Rescue Building Roof Repairs Permission to piggyback Cobb County Bid #14-5903 Exhibit A, Ocean Rescue Building Reroofing Budget Plan-Exhibit B



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, CFM, City Engineer

Date: September 12, 2018

RE: Ocean Rescue Building Reroofing – Request Approval to Enter into A Contract with Garland/DBS, Inc. under Bid No. 14-5903 with Cobb County Board of Commissioners utilizing ITB Bid No. 14-5903 under the U.S. Communities National Cooperative Program

The current roofing of the Ocean Rescue Building is badly in need of reroofing due to corrosive action of the sea environment. This is necessary in order to keep the building in good repair and in preparation for the major renovation of the bathroom facilities that has been scheduled for implementation under the Beach Revitalization Project Phase 2.

Funding for the roof replacement is available from the Dania Beach Revitalization Project Phase 2. It is the opinion of the Director of Public Services and the City Engineer that entering into an agreement with Garland/DBS, Inc under the US Communities National Cooperative Program is advantageous to the City in terms of timing and pricing.

That funding is available and shall be appropriated from the Beach Revitalization Project Phase 2 project that has current available balance of Six Hundred Thirty Nine Thousand Nine Hundred Thirty Two Dollars and Thirty Cents (\$639,932.30) leaving a remaining balance of Five Hundred Sixty Four Thousand Nine Hundred Thirty Two Dollars and Thirty Cents (\$564,932.30).

Recommendation

Public Services requests City Commission approval to piggyback off the Garland/ DBS Cobb County Commissioners Bid No. 14-5903 in the amount not to exceed \$75,000.00

RESOLUTION NO. 2018-140

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID (“ITB”) NO.14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED AT 101 NORTH BEACH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND (\$75,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department is requesting City Commission approval to enter into an agreement with Garland/DBS Inc. utilizing pricing from Cobb County, Georgia ITB 14-5903 under the U.S. Communities National Cooperative Program, which is attached as Exhibit “A”, effective through December 31, 2019, for roof repairs of the Ocean Rescue Building in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00), a proposal for which is attached as Exhibit “B”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the purchase of roofing supplies and services from Garland/DBS, Inc. utilizing the Cobb County Contract ITB No. 14-5903, under the U.S. Communities National Cooperative Program, in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00).

Section 3. That the City Manager and City Attorney are authorized to enter into an agreement and make minor revisions to such documents as are deemed necessary and proper for the best interests of the City, provided however, that the City Attorney will be afforded time to review the ITB which is extensive, before an agreement can be executed.

Section 4. That funding is available and shall be appropriated from the Beach Revitalization Project Phase 2 project that has a current available balance of Six Hundred Thirty Nine Thousand Nine Hundred Thirty Two Dollars and Thirty Cents (\$639,932.30) leaving a remaining balance of Five Hundred Sixty Four Thousand Nine Hundred Thirty Two Dollars and Thirty Cents (\$564,932.30).

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED and ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: April 24, 2018

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2018 to December 31, 2018

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Approval of Price Increase

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.10% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to March 15, 2018. Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2018.

Item # 2 - Contract Extension

The County will exercise its option to extend the current contract for an additional one year period. The effective date of the contract extension will commence on January 1, 2019 and end on December 31, 2019.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: Joe Tommie

Title: Purchasing Director

Date: 4/30/2018

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: Frank A. Percacian

Title: FRANK A. PERCACIANTE
CONTROLLER & AUTHORIZED CONTRACTORS

Date: 04/27/2018



**COBB COUNTY
PURCHASING DEPARTMENT**

100 Cherokee Street, Suite 260
Marietta, Georgia 30090
phone: (770) 528-8400 • fax: (770) 528-8428

William J. Tommie Jr., CPPO
Purchasing Director

May 3, 2017

Mr. Frank Percaciant
Garland/DBS
3800 East 91st Street
Cleveland, Ohio 44105

Dear Frank:

Please accept this letter as confirmation of Cobb County Government's intent to extend the current US Communities contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services for an additional one year period. The effective date of the contract extension will commence on January 1, 2018 and end on December 31, 2018.

All products and services provided under the contract will continue to be in accordance with pricing, and terms and conditions set forth in Bid # 14-5903 and any subsequent contract amendments.

Sincerely,

William J. Tommie Jr., CPPO
Purchasing Director

Equal Opportunity Employer

Cobb County...Expect the Best!
www.cobbcounty.org

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: May 18, 2017

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2017 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Approval of Price Increase

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.78% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to February 2, 2017.

Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2017.

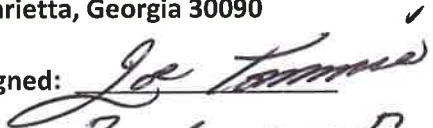
Item # 2: Product Line Addition

This amendment serves as confirmation that Cobb County Government has approved the addition of a line of water proofing products supplied by Urethane Polymers International, a Garland Industries subsidiary. UPI products listed on the revised price proposal sheet will be available under this Master Agreement and prices shall remain firm through December 31, 2017.

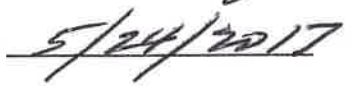
ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

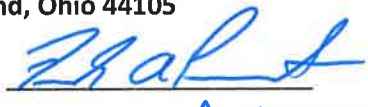
Signed: 

Title: 

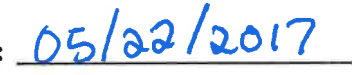
Date: 

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: 

Title:  **AUTHORIZED**
CONTROLLER & SIGNER

Date: 

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: August 4, 2015

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Approval of Price Increase

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 1.3% on the total product line for materials listed under Garland/DBS, Inc.'s Manufacturer's Price Lists. This increase will be retroactive to May 1, 2015.

Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the U.S. Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2016.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: *Joe Tommie*

Title: *Purchasing Director*

Date: *08/06/2015*

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: *Frank Perdomante*

Title: *Frank Perdomante*

Date: *08/05/15*

CONTROLER + SIGNER AUTHORIZED

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: April 6, 2015

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Verification of Contract Scope – Waterproofing and Related Products and Services

This amendment serves as confirmation that Waterproofing and Related Products and Services were solicited under the original contract scope for Bid # 14-5903. Materials related to waterproofing and related services were listed in the Pricing section (Attachment B) of the solicitation document and Garland/DBS, Inc. provided unit prices for these items in their bid response. It was the intent of Bid # 14-5903 to include these items so that Cobb County, GA and other governmental entities could utilize the contract for roofing related waterproofing projects, as well as, interior and exterior building stand-alone waterproofing projects.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: Joe Terrence

Title: Purchasing Director

Date: 4/07/2015

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: Frank A. Perciante

Title: FRANK A. PERCIANTE AUTHORIZED SIGNER ^{CONTROLLER}

Date: 04/07/2015

MASTER AGREEMENT

(CONTRACT)

Reference No. 14905

Scanned Date: _____

PAGE 1 OF 1

DATE: _____

MASTER AGREEMENT**OWNER:** COBB COUNTY BOARD OF COMMISSIONERS

100 CHEROKEE STREET

MARIETTA, GA 30060

CONTRACTOR: GARLAND/DBS, INC.3800 EAST 91ST STREET, CLEVELAND

OHIO 44105

WORK: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:**
The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # 14-5903
: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES**
PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted March 27, 2014) which is incorporated here in by
reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept
current at all times through the length of each term and for 90 Days following completion of each term. Bonds and
insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds
and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: January 1, 2015 to December 31, 2017, with full renewal options per the Project Manual. Owner shall exercise renewal
options by issuance and delivery to Contractor of a written notice to renew this Agreement.

PROJECT: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES** in
accordance with the Project Manual.

PRICE: Price as stated for all schedules included in the Project Manual.

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work
completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing
guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above
written.



Cobb County Board of Commissioners

Cobb County... Expect the Best!

Garland /DBS, Inc.

100 Cherokee Street

East 91st Street

Marietta, GA 30060

Cleveland, Ohio 44195

Tim Lee, Chairman

DAVID SOKOL, PRESIDENT
Date: 08/28/2014Date: 9/22/2014

FEDERAL TAX ID NUMBER: 27-0288466

APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
7/22/2014



The City of Dania Beach,
Florida

RESTROOM FACILITY
110 N. BEACH ROAD.



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



THE GARLAND COMPANY INC.
3800 E 91ST ST. | CLEVELAND, OH 44105-2197
PHONE (216)641-7500 | FAX (216)641-0633



RESTROOM FACILITY 110 N.
BEACH ROAD.

BUDGET FOR REPLACEMENT
\$62,000- \$75,000

Mark Humbaugh
mhumbau@garlandind.com

Not to scale – contractor
responsible for field
measurements

9-5-18



The City of Dania Beach,
Florida

RESTROOM FACILITY
110 N. BEACH ROAD.

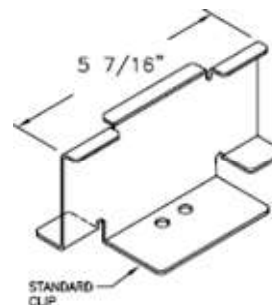
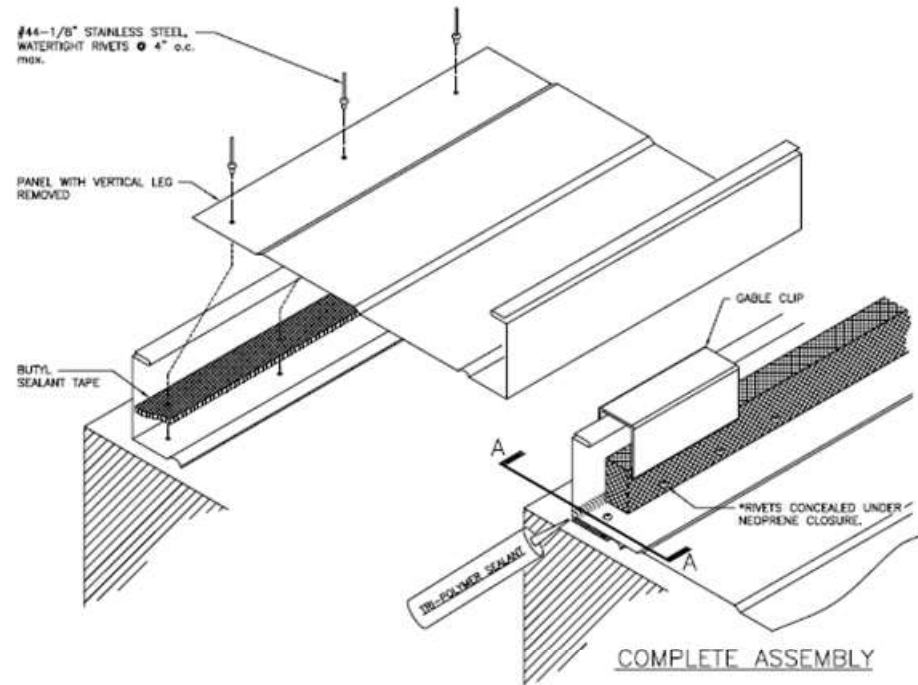


U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



ABBREVIATED SCOPE OF WORK:

1. Remove existing metal roof down to wood deck.
2. Remove existing 30# felt
3. Replace all rotted wood deck & fascia where water damage is evident.
4. Mechanically Fasten Viking AOB base Sheet.
5. Install cover board with Class A Fire Rating.
6. Install Viking UDL Metal Peel and Stick underlayment or Versashield.
7. Install Garland R-Mer Span Standing Seam, 16" panel, 032 Aluminum, Kynar Coated Roof per manufacturer standard recommendations and guidelines per NOA# 12-0731.01
8. Show Drawings & Engineering required from Garland.
9. Remove louver on top of structure.
10. Manufacturer to issue 30 Year Water Tightness Warranty.
11. Contractor to issue 5-Year warranty.



STANDARD PANEL CLIP

- ◆ ONE-PIECE DESIGN ALLOWING UNLIMITED THERMAL MOVEMENT.
- ◆ AVAILABLE IN 16 GA. GALVANIZED OR 16 GA. STAINLESS STEEL.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR COMPLETE ASSEMBLY REQUIREMENTS.

THE GARLAND COMPANY INC.
3800 E 91ST ST. | CLEVELAND, OH 44105-2197
PHONE (216)641-7500 | FAX (216)641-0633



RESTROOM FACILITY 110 N.
BEACH ROAD.

Mark Humbaugh
mhumbau@garland.com

Not to scale -
contractor
responsible for field
measurements

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY, PERTAINING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

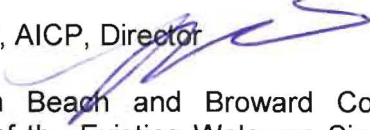
Memo - Entranceway Sign Agreement, R-2018- BC ILA Entranceway Sign Replacement & Landscaping - US-1 & Griffin , Entranceway Sign Agreement, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: September 25, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director 

SUBJECT: City of Dania Beach and Broward County Agreement for the Development of the Existing Welcome Sign at the SW corner of US Highway 1 and Griffin Road

The bid documents for the new entranceway sign has been completed. The plan and legal review by Broward County and the FDOT has also been completed. Because the sign location is in a FDOT right-of-way (ROW) and in Unincorporated Broward County, an agreement between the City and County is necessary. A similar agreement was also approved for the existing sign in 2001.

In summary, the proposed agreement:

- Provides approval for the City to construct the sign in Unincorporated Broward County
- Confirms reimbursement of funds from Broward County to the City for the costs of the sign improvements and landscaping not to exceed two-hundred, fifty thousand dollars \$250,000.00
- Requires compliance of certain FAA regulations
- Defines the Broward County and FDOT permit process
- Requires the City to maintain perpetually and repair the sign on proper condition in accordance with certain standards

Bids will be received and recommendation for a contractor will be provided during the upcoming forty-five (45) to sixty (60) days. Permitting by the contractor with the various agencies will be assisted by the City. Fabrication of the new sign and demolition of the existing sign will occur concurrently and the new sign will be installed after permits have been issued. Installation of the sign new is anticipated to take approximately thirty (30) to sixty (60) days.

Recommendation

Approve the attached resolution providing for the execution of the agreement with Broward County for the Griffin Road/US1 entranceway sign.

RESOLUTION NO. 2018-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY, PERTAINING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2001, Broward County (“County”) and the City of Dania Beach, Florida (“City”) entered into an agreement (“2001 Agreement”), in which the County agreed to construct and install a City welcome sign and landscaping at Griffin Road and U.S. Highway 1, and City agreed to maintain such improvements; and

WHEREAS, the County constructed the improvements in accordance with the terms of the 2001 Agreement; and

WHEREAS, on November 19, 2013, the County and City entered into an interlocal agreement (“2013 Agreement”), and the County agreed to replace the prior improvements with a new City welcome sign and associated landscaping at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Replacement Provision”), and City agreed to be responsible for the maintenance, repairs and any electricity expenses related to the new welcome sign and associated landscaping; and

WHEREAS, the County and City now desire to change the terms of the 2013 Agreement as follows: instead of the County itself replacing the prior improvements, the City will replace the prior improvements and the County will reimburse such work at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), and in accordance with the Agreement attached as Exhibit 1 (“Agreement”); and

WHEREAS, the City agrees to accept all liability, maintenance, repairs and utility responsibilities of the approved sign and landscaping improvements to be installed at the site in accordance with the Agreement; and

WHEREAS, the City is requesting that Special Permit No. S-8687.013 be further modified by FDOT to allow the City to remove the prior improvements at the site and to construct and install an approved sign and landscaping improvements at the site in accordance with the terms in the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the Agreement with Broward County pertaining to the replacement of the existing welcome sign and associated landscaping at the southwest corner of U.S. Highway 1 and Griffin Road.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are approved by the County and deemed necessary and proper for the best interests of the City.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED and ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT RELATING TO THE REPLACEMENT
OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING
AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD**

THIS AGREEMENT RELATING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD ("Agreement") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipal corporation existing under the laws of the State of Florida ("City") (collectively, the "Parties"), and becomes effective as of the date that it is fully executed by the Parties ("Effective Date").

RECITALS:

A. County is the owner of Fort Lauderdale-Hollywood International Airport located in Broward County, Florida ("Airport").

B. On January 9, 2001, the Parties entered into an agreement ("2001 Agreement"), wherein County agreed to construct and install a welcome sign and landscaping at Griffin Road and U.S. Highway 1 ("Prior Improvements"), and City agreed to maintain such Prior Improvements.

C. Thereafter, County constructed the Prior Improvements in accordance with the terms of the 2001 Agreement.

D. On November 19, 2013, the Parties entered into an interlocal agreement ("2013 Agreement"), wherein County agreed to replace the Prior Improvements with a new welcome sign and associated landscaping at a cost not-to-exceed \$250,000 ("Replacement Provision"), and City agreed to be responsible for the maintenance and any electricity expense related to the new welcome sign and associated landscaping.

E. As of the Effective Date, the requirements of the Replacement Provision have not been completed.

F. The Parties now desire to change the terms of the Replacement Provision in the 2013 Agreement as follows: instead of County replacing the Prior Improvements, City shall replace the Prior Improvements and County shall reimburse such work at a cost not-to-exceed \$250,000 and in accordance with the terms herein.

G. Notwithstanding anything provided herein, it is the intent of the Parties that County's payment as provided herein shall fully and completely satisfy its obligations under the Replacement Provision in the 2013 Agreement, and all terms provided herein shall be interpreted with such intent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. SITE OF THE NEW WELCOME SIGN AND LANDSCAPING.
 - a. The site, as more fully described on **Exhibit 1** ("Site"), attached hereto and incorporated herein, is located on right-of-way that is controlled and regulated by the Florida Department of Transportation ("FDOT").
 - b. City acknowledges that by Special Permit No. S-8687.013 dated August 20, 1987, attached hereto and incorporated herein as **Exhibit 2**, FDOT authorized City to construct, operate, and maintain welcome signs on the Site.
 - c. City acknowledges that by letter dated October 30, 2000, attached hereto and incorporated herein as **Exhibit 3**, FDOT authorized County to remove the then existing welcome signs and associated landscaping at the Site and to construct and install the Prior Improvements at the Site pursuant to the 2001 Agreement.
 - d. Before execution of this Agreement by County, City shall adopt a resolution in the form attached hereto and incorporated herein as **Exhibit 4**:
 - i. requesting that Special Permit No. S-8687.013 be further modified by FDOT to allow City to remove the Prior Improvements at the Site and to construct and install the Approved Sign and Landscaping Improvements (hereinafter defined) at the Site in accordance with the terms herein; and
 - ii. accepting all liability, maintenance, and utility responsibilities of the Approved Sign and Landscaping Improvements (hereinafter defined) at the Site.
3. DESIGN OF THE NEW WELCOME SIGN AND LANDSCAPING.
 - a. The design of the new welcome sign and landscaping submitted by City, attached hereto and incorporated herein as **Exhibit 5**, is hereby preliminarily approved by the Parties ("Approved Sign and Landscaping Improvements"). The Approved Sign and Landscaping Improvements includes the removal of all plants, shrubs, trees, and other vegetation from the Site and its replacement with grass. County approves the Approved Sign and Landscaping Improvements for purposes of this Agreement only and is in no way warranting or representing its fitness for any particular purpose.
 - b. City represents that the Approved Sign and Landscaping Improvements comply with all Federal Aviation Administration regulations, including, but

not limited to, height restrictions (Federal Aviation Regulation Part 77 and FAA Form 7460-1), lighting requirements, hazardous wildlife attractants (FAA Part 150/5200-33B), and other regulations pertaining to construction near an airport, as well as any and all additional federal, state, and local regulations, codes, laws, or ordinances relating thereto ("Regulations"). County shall in no way be liable for any violations of such Regulations by the Approved Sign and Landscaping Improvements.

4. CONSTRUCTION OF THE NEW WELCOME SIGN AND LANDSCAPING.

- a. City shall remove the Prior Improvements and construct and install the Approved Sign and Landscaping Improvements subject to each of the following:
 - i. City cannot commence removal, construction, or installation until:
 - 1. FDOT modifies Special Permit No. S-8687.013 allowing for City's replacement of the Prior Improvements with the Approved Sign and Landscaping Improvements, or otherwise grants its approval to accomplish same;
 - 2. All plans for the Approved Sign and Landscaping Improvements that are developed subsequent to County's preliminary approval, including specification books, permit plans, fabricator shop drawing plans, and any other plans requested by County, are reviewed and approved by County; and
 - 3. City obtains all necessary jurisdictional approvals and permits necessary for City's removal of the Prior Improvements and construction and installation of the Approved Sign and Landscaping Improvements.
 - ii. City shall achieve substantial completion ("Substantial Completion") of City's construction and installation of the Approved Sign and Landscaping Improvements within One Hundred Eighty (180) calendar days after the Effective Date of this Agreement, or a longer time period of time if agreed to by the Parties, with County acting through its Director of Aviation and City acting through its City Manager. The date of Substantial Completion shall be the date when the Architect/Engineer of Record, who is hired by City, certifies to County that all permits required by this Agreement have been closed and all punch list items have been resolved to the satisfaction of County.
 - iii. The Approved Sign and Landscaping Improvements, including the designs thereto, are and shall forever be the property of City.

- b. In full and complete satisfaction of the Replacement Provision in the 2013 Agreement, County agrees to pay City, in the manner specified in this section, up to the maximum amount of Two Hundred And Fifty Thousand Dollars (\$250,000) for City's removal of the Prior Improvements and City's design, construction, and installation of the Approved Sign and Landscaping Improvements, as long as same is accomplished in accordance with the terms of this Agreement. All County funds are to be paid on a reimbursement basis and upon submittal of an invoice after Substantial Completion. It is acknowledged and agreed by the Parties that this amount is the maximum payable by County and constitutes a maximum limitation upon County's obligation to compensate City for the removal of the Prior Improvements and the design, construction, and installation of the Approved Sign and Landscaping Improvements. This maximum amount, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by or which can be reasonably inferred from this Agreement. City shall be responsible for all costs, construction or otherwise, above the total amount listed in this section, and must diligently pursue completion of the work specified herein until its completion. Any increases in the cost of the work specified herein due to design necessities, changes in scope, construction necessities, inflation, unforeseen conditions, damages, Acts of God, or due to any other reason shall be the sole responsibility of City, including, without limitation, all cost overruns as a result of such conditions or actions, or both.

Invoices shall be mailed or delivered to:

Carlos Hernandez, Construction Project Management Supervisor
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
4101 Ravenswood Road, Suite 401
Dania Beach, FL 33312

County shall pay City within thirty (30) calendar days of receipt of City's properly-completed invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must be accurate and complete, must have sufficient detail to verify the cost of reimbursement, as determined by County, must comply with the requirements set forth in this Agreement, and must be submitted on the form and pursuant to instructions prescribed by County. Payment may be withheld for failure of City to comply with the terms, conditions, or requirements of this Agreement. The amounts withheld will not be subject to payment of interest by County.

5. MAINTENANCE OF APPROVED SIGN AND LANDSCAPING IMPROVEMENTS. City shall at all times, at its sole expense and in perpetuity,

maintain and repair the Approved Sign and Landscaping Improvements in a neat, orderly, sanitary, and presentable condition, and in compliance with all applicable federal, state, and local regulations, codes, laws, rules, or ordinances relating thereto, including any imposed by FDOT. This includes mowing, fertilizing, and providing irrigation for the grass.

6. ADVERTISING. No advertising is permitted on the Approved Sign and Landscaping Improvements.
7. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

with a copy to:

Director of Aviation
2200 SW 45 Street
Dania Beach, Florida 33312

FOR CITY:

Robert Baldwin, City Manager
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

Thomas J. Ansbro, City Attorney
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

8. INSURANCE. City agrees that in any contract entered into by City that is contemplated by this Agreement in which City has required a contractor to name City as additional insured, City shall also require that County and FDOT be named as additional insureds. Said insurance policy shall not be modified or cancelled without thirty (30) calendar day's prior written notice to City.

9. INDEMNIFICATION. To the extent provided by law, City agrees to be fully responsible and liable for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent acts or omissions of its agents or employees. Further, to the extent provided by law, County agrees to be fully responsible and liable for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent acts or omissions of its agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this Section shall survive the termination of this Agreement.
10. MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
11. COMPLIANCE WITH LAWS. The Parties agree that each shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
12. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13. SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
14. INDEPENDENT CONTRACTOR/RELATIONSHIP OF PARTIES. Neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
15. THIRD PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
16. PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 24 of this Agreement, the provisions contained in Articles 1 through 24 shall prevail and be given effect.
17. JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.
18. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.
19. PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
20. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the

subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

21. SUBORDINATION OF AGREEMENT. This Agreement is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.
22. SUCCESSORS AND ASSIGNS BOUND. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Agreement.
23. SPECIFIC PERFORMANCE. The Parties agree that in addition to all other remedies, the obligations contained herein shall be subject to the remedy of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Agreement. The Parties hereby waive any and all requirements that the other party post any security or collateral which may be otherwise required or stipulated as a condition for such party to obtain specific performance, injunctive relief, or writ of prohibition or mandamus or other equitable relief.
24. MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THE REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT RELATING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD by and through their respective representatives: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the _____ day of _____, 2018, and CITY OF DANIA BEACH, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____ Mayor
____ day of _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By _____
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

AGREEMENT RELATING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH

ATTEST:

CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

TOM SCHNEIDER
CITY CLERK

TAMARA JAMES, MAYOR

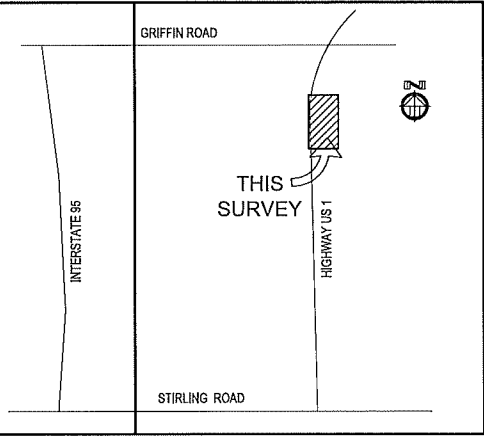
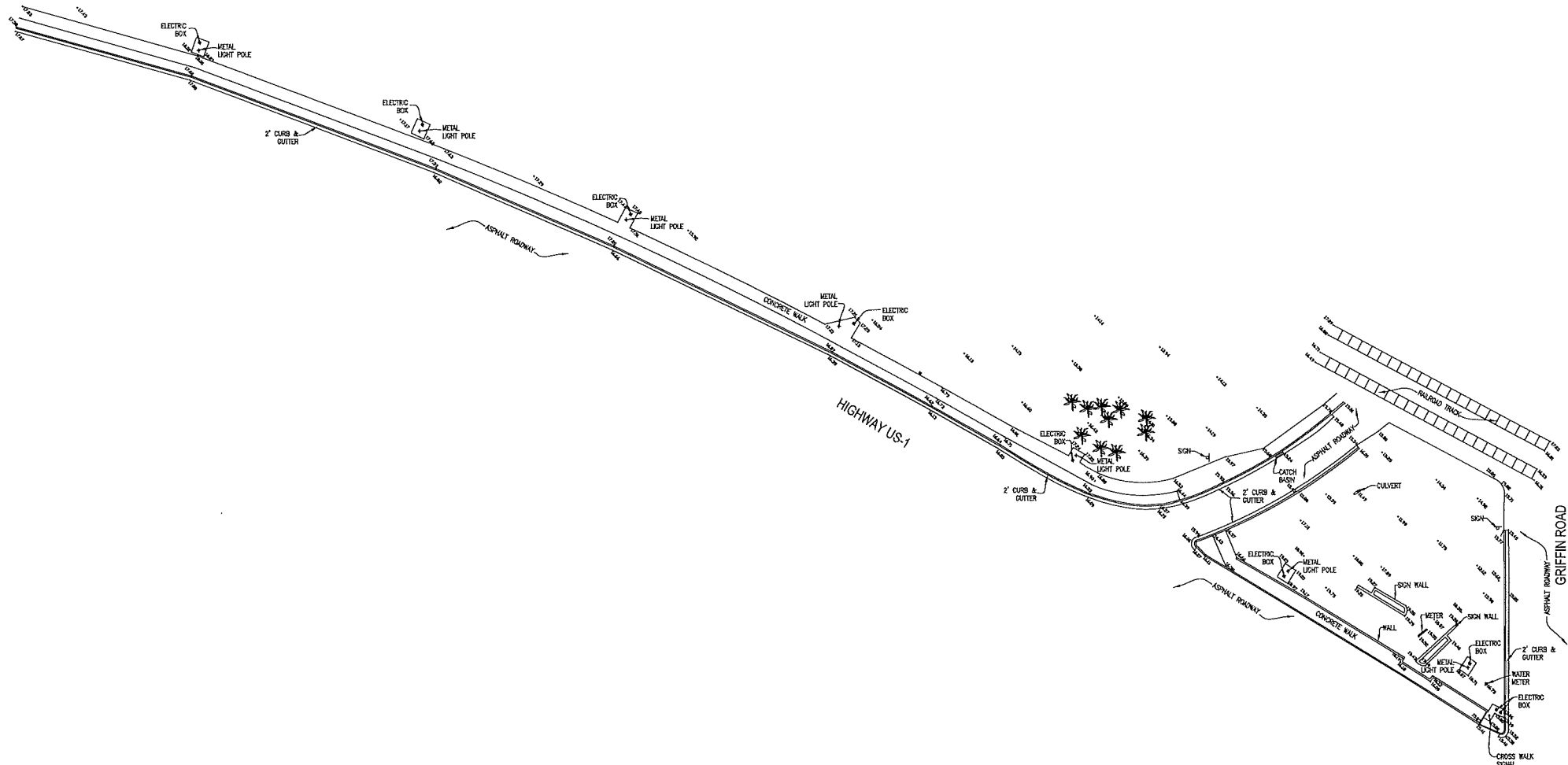
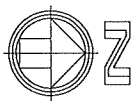
ROBERT BALDWIN, CITY MANAGER

Dated: _____, 2018

APPROVED FOR FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SPECIFIC PURPOSE SURVEY
FOR
THE CITY OF DANIA BEACH



LOCATION MAP
NOT TO SCALE

LEGEND:

- BACK FLOW PREVENTER
- CATCH BASIN
- FLORIDA POWER AND LIGHT BOX
- CENTERLINE
- CLEAN OUT
- LARGE CONCRETE POWER POLE
- ELECTRIC SERVICE BOX
- EXISTING ELEVATION
- EDGE OF WATER
- FIRE HYDRANT
- FLOW ARROW
- FENCE, CHAIN LINK
- FENCE, METAL
- FENCE, WOOD
- FPL (ELECTRIC) PAD
- HANDICAP PARKING
- BOLLARD
- SIGN
- OVERHEAD WIRE
- MANHOLE, DRAINAGE
- MANHOLE, SANITARY
- PULL BOX
- SITE BENCHMARK
- POLE ANCHOR
- POLE, CONC.
- POLE, METAL
- POLE, WOOD
- SANITARY SERVICE(S)
- SIGN
- ELECTRIC BOX
- WATER METER
- VALVE
- FLORIDA POWER AND LIGHT PEDESTAL
- LIGHT POLE
- 2'X2' CONCRETE PILING
- SECTION CORNER

ABBREVIATIONS:

- A

ARC LENGTH
- A/C

AIR CONDITIONER SLAB
- B.C.E.D

BROWARD COUNTY ENGINEERING DEPARTMENT
- B.C.R.

BROWARD COUNTY RECORDS
- (C)

CALCULATED
- C.B.A.

CONCRETE BLOCK STRUCTURE
- CH

CHORD
- C.L.F.

CHAIN LINK FENCE
- C.M.E.

CANAL MAINTENANCE EASEMENT
- CONC.

CONCRETE
- D

DELTA
- D.B.

DEED BOOK
- D.E.

DRAINAGE EASEMENT
- E.L.

ELEVATION
- E.O.P.

EDGE OF PAVEMENT
- E.S.

ELECTRIC SERVICE
- F.D.O.T.

FLORIDA DEPARTMENT OF TRANSPORTATION
- F.F.

FINISHED FLOOR
- F.H.

FIRE HYDRANT
- FND.

FOUND
- GAR.

GARAGE
- H.C.

HANDICAPPED
- I.R.&C.

IRON ROD & CAP
- L.E.

LANDSCAPE EASEMENT
- L.M.E.

LAKE MAINTENANCE EASEMENT
- (M)

MEASURED
- M.H.

MANHOLE
- N/D

NAIL & DISC
- N.G.V.D.

NATIONAL GEODETIC VERTICAL DATUM
- N/T

NAIL & TIN TAB
- N.T.S.

NOT TO SCALE
- N.V.A.

NON-VEHICULAR ACCESS
- O.R.B.

OFFICIAL RECORDS BOOK
- (P)

PLAT
- P.B.

PLAT BOOK
- P.B.C.R.

PALM BEACH COUNTY RECORDS
- PG.

PAGE (S)
- P.L.S.

PROFESSIONAL LICENSED SURVEYOR
- P.O.B.

POINT OF BEGINNING
- P.O.C.

POINT OF COMMENCEMENT
- PROP.

PROPOSED
- R

RADIUS
- R/W

RIGHT-OF-WAY
- S/W

SIDEWALK
- T.O.B.

TOP OF BANK
- U.E.

UTILITY EASEMENT
- O.H.W.

OVERHEAD WIRE
- TW JUNCTION BOX

DOWNSTREAM STILLING WELL SURGE BOX

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR-CROSS, INC., CERTIFICATE OF AUTHORIZATION NO. LB2935 AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY EXCEPT AS SHOWN HEREON.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE FOLLOWING BENCHMARK: BROWARD COUNTY BENCHMARK NO. 1798, WHICH IS DESCRIBED AS A BRONZE DISC IN SIDEWALK 1' NORTH OF NORTHEAST CORNER OF BRIDGE OVER CANAL 200'+/- EST OF BRYAN ROAD ON STIRLING ROAD 0.5 MILE EAST OF I-95, ELEVATION= 12.874 FEET (NGVD88) OR 11.270 (NAVD88)
6. THIS SPECIFIC PURPOSE SURVEY IS TO SHOW TOPOGRAPHICAL INFORMATION FOR THE AREA SHOWN.

LEGAL DESCRIPTION

A PORTION OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH ACCORDING TO THE BROWARD COUNTY RECORDS, BROWARD COUNTY, FLORIDA.

LAST DATE OF FIELD WORK: 7-23-17

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LONDON M. CROSS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS3348

						SCALE: 1" = 30'
						DATE: 6/28/17
						DRAWN BY: RF
						CHECKED BY: KDM
						FB/PG: 1925/58
						SURVEY TYPE:
						SPECIFIC PURPOSE SURVEY
NO.	DATE	BY	CKD	REVISIONS	FB/PG	



CARNAHAN • PROCTOR • CROSS, INC.

CONSULTING ENGINEERS • SURVEYORS • PLANNERS
814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: 954-972-3959 FAX: 954-972-4178 WEBSITE: www.carnahan-proctor.com

SPECIFIC PURPOSE SURVEY
A PORTION OF GRIFFIN ROAD AND HIGHWAY US-1
DANIA BEACH, FLORIDA

FILE NO. 170609

EXHIBIT 2

(87-5-491-0305)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

D-4 (W)(S)
7-86

SPECIAL

S-86020-368-87

P E R M I T

DATE August 20, 1987

Permit No. 58687.013SUBJECT: Section 86020 State Road 5 County BrowardPERMITTEE City of Dania, Public Works Department

Requesting permission from the State of Florida Department of Transportation, hereinafter called the Department, to construct, operate and maintain welcome sign at Southwest corner of New Griffin Road & Federal Highway, Dania - two (2) signs: one facing North, one facing West.

from MP Station _____ to MP Station _____

1. Proposed work is within the corporate limits of a municipality.
Yes () No ()
Name of Municipality City of Dania
2. Applicant declares that prior to submitting this application he has ascertained the location of all existing utilities, both aerial and underground. A letter of notification and plan of improvement was mailed on _____ to the following utilities/municipalities.
N/A

3. Is Interstate or Toll Road right-of-way involved? Yes () No ()
4. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
5. Whenever it is determined by the Department that it is necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration, or relocation of all, or any portion of such highway, or that it is necessary for the public transportation facility, any and all facilities shall be immediately removed from said highway or reset or relocated thereon as required by the Department, all at the expense of the permittee unless reimbursement is authorized.
6. The construction and maintenance of such facility shall not interfere with the property and rights of a prior permittee.
7. The PERMIT HOLDER covenants and agrees that it will indemnify, defend, and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage, lost, charge or expense arising out of any act, action, neglect or omission by the PERMIT HOLDER during the performance of the work whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the PERMIT HOLDER nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.
8. In case the permit holder fails to meet any of the Departments Requirements, the permit holder will be BARRED from performing further work under this permit and will be required to bring the permitted work into compliance or remove said work from the right-of-way at no cost to the Department, AND THE PERMIT HOLDER WILL STILL BE BOUND BY THE INDEMNITY PROVISION OF PARAGRAPH 7.
9. All work shall meet the Departments Standards and be certified by THE ENGINEER OF RECORD, that the work has been substantially completed in accord with the Department Standard Specification for Road and Bridge Construction, and in accord with all rules, regulation, policy, plans, special provision, and safety standards pertaining to this type work. The Engineer of Record is
Herbert F. Lund, P.E.

Located at City of Dania, P.O. Box 1708, Dania, Florida. 33004.
Telephone No. (305) 921-8700.

10. All materials and equipment may be subject to inspection by the Maintenance or Resident Engineer.
11. All Department property shall be restored to its original condition as far as practical, in keeping with Department specifications, and in a manner satisfactory to the Department.
12. The attached sketch and special provision covering details of this installation shall be made a part of this permit.
13. The permittee shall commence actual construction in good faith within 30 days from the day of said permit approval and shall be completed within 60 days. If the beginning date is more than 60 days from date of permit approval, then permittee must review the permit with the D.O.T. Maintenance Engineer to make sure no changes have occurred in the highway that would affect the permitted construction.
14. The Office of DOT (SCE/11) Maintenance or Resident Engineer located at FT. LAUDERDALE, Florida, telephone number 774-1111 will be notified twenty-four (24) hours in advance of the preconstruction meeting and again immediately before beginning work.
15. Special Instructions: _____
16. Special Condition: _____
A COPY OF THIS PERMIT AND PLANS
WILL BE ON FILE ON SITE AT ALL
TIMES DURING THE CONSTRUCTION
OF THIS PROJECT
17. Effective July 1, 1986, according to the State Statute, the Permittee must notify the local Law Enforcement Agencies prior to the closing of one (1) or more lanes of the State Highway for a period that exceeds two (2) or more hours for repair, reconstruction or alteration of the roadway.

Submitted by: Herbert F. Land, P.E.

Herbert F. Land
Signature and Title
Director, Public Works & Utilities
City of Dania, 100 W. Dania Beach Blvd., 33004.

Place Corporate Seal

Donald Mulliken
Attested

"Waiver of Corporate Seal" on file with General Counsel, State of Florida
Department of Transportation, Tallahassee, Florida. Yes() No(X)

Roadway Construction is proposed underway. Yes() Job Number _____
No (X)

Recommended for approval W. Title E-III

Date OCT 21 1987

Approved by: R. W. Turchetta
DISTRICT TRAFFIC SERVICES ENGINEER or Authorized Representative

DISTRICT TRAFFIC SERVICES ENGINEER



EXHIBIT 3

Florida Department of Transportation

JEB BUSH
GOVERNOR

DISTRICT MAINTENANCE - DISTRICT 4

3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421

Telephone: (954) 777-4200 Fax: (954) 777-4223

October 30, 2000

THOMAS F. BARRY, JR.
SECRETARY

Mr. Peter A. Lichtman
Weiss Serota Helfman Pastoriza & Guedes, P.A.
3111 Stirling Road
Ft. Lauderdale, FL 33312

*This letter
is intended
to act as the
amendment
to allow the installation
of new sign and landscaping*

Dear Mr. Lichtman:

**RE: Sign and Landscaping Permit - FDOT to City of Dania Beach
Southwest Corner of New Griffin Road and Federal Highway**

Thank you for forwarding the site plan for the new Dania Beach entryway sign and landscaping. I have had our Traffic Operation section review the proposal and they given their concurrence to the proposed sign and landscaping.

The Department is desirous of amending the Special Permit that was issued August 20, 1987 under Permit Number - S-8687.013/S-86020-368-'87, attached, to allow the installation of the new sign and landscaping. Please note that paragraphs nine (9) and fourteen (14) must be adhered to. The local Maintenance Office is located at 5548 N.W. 9th Avenue, Ft. Lauderdale, FL 33309 - telephone number is 954-776-4300. The person that needs to be notified prior to the start of the project is Mr. Al Rich. Unless he requests a preconstruction meeting it will not be necessary.

Should you or the City have any questions, please call me at (954) 777-4219. Thank you.

Sincerely,

Carl B. Higgins, ASLA
Landscape Architect

CBH/c

cc: A. Rich
L. Mayes

EXHIBIT 4

RESOLUTION NO. 2018-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY, PERTAINING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2001, Broward County ("County") and the City of Dania Beach, Florida ("City") entered into an agreement ("2001 Agreement"), in which the County agreed to construct and install a City welcome sign and landscaping at Griffin Road and U.S. Highway 1, and City agreed to maintain such improvements; and

WHEREAS, the County constructed the improvements in accordance with the terms of the 2001 Agreement; and

WHEREAS, on November 19, 2013, the County and City entered into an interlocal agreement ("2013 Agreement"), and the County agreed to replace the prior improvements with a new City welcome sign and associated landscaping at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Replacement Provision"), and City agreed to be responsible for the maintenance, repairs and any electricity expenses related to the new welcome sign and associated landscaping; and

WHEREAS, the County and City now desire to change the terms of the 2013 Agreement as follows: instead of the County itself replacing the prior improvements, the City will replace the prior improvements and the County will reimburse such work at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), and in accordance with the agreement attached o as Exhibit 1 ("Agreement"); and

WHEREAS, the City agrees to accept all liability, maintenance, repairs and utility responsibilities of the approved sign and landscaping improvements to be installed at the site in accordance with the Agreement; and

WHEREAS, the City is requesting that Special Permit No. S-8687.013 be further modified by FDOT to allow the City to remove the prior improvements at the site and to construct and install an approved sign and landscaping improvements at the site in accordance with the terms in the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the Agreement with Broward County pertaining to the replacement of the existing welcome sign and associated landscaping at the southwest corner of U.S. Highway 1 and Griffin Road.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are approved by the County and deemed necessary and proper for the best interests of the City.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED and ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

DANIA BEACH SIGNAGE

SW CORNER OF US 1 AND GRIFFIN ROAD

BID ADD ALTERNATE 1: GRIFFIN ROAD AND I-95

BID ADD ALTERNATE 2: DANIA BEACH BLVD. AND N. OCEAN DRIVE

EXHIBIT 5

CONSTRUCTION SET

PARTICIPANTS

OWNER/CLIENT: CITY OF DANIA BEACH
100 WEST DANIA BEACH BOULEVARD
DANIA BEACH, FL 33004
TEL: (854) 924-6800
CONTACT:

ARCHITECTS: ANTHONY ABBATE ARCHITECT PA
1350 EAST SUNRISE BOULEVARD, SUITE 121
FORT LAUDERDALE, FL 33304-2816
TEL: (854) 294-5908
CONTACT: ANTHONY ABBATE

CONTRACTOR: TBD

CIVIL ENGINEER: TBD

STRUCTURAL
ENGINEER: TBD

ELECTRICAL
ENGINEER: TBD

SURVEYOR: TBD

VICINITY MAP



ABBREVIATIONS

ABV	ABOVE	LOC	LOCATION
ACC	ACCESSIBLE	MAX	MAXIMUM
ADJ	ADJACENT	MECH	MECHANICAL
AEF	ABOVE FINISH FLOOR	MEVB	MEMBRANE
ALUM	ALUMINUM	MDF	MEDIUM DENSITY FIBERBOARD
AT	AT	MANUF	MANUFACTURER
BLDG	BUILDING	MIN	MINIMUM
BLKG	BLOCKING	MOD	MODULE
BM	BEAM	MTD	MOUNTED
B.O.	BOTTOM OF	MTL	METAL
BTWN	BETWEEN	N/A	NOT APPLICABLE
BUR	BUILT UP ROOF	N.I.C.	NOT IN CONTRACT
C	CHANNEL	NO.	NUMBER
CEM	CEMENT	NI	NEW
CFCI	CONTRACTOR FURNISHED / INSTALLED	NR	NON RATED
CJ	CONTROL JOINT	O.A.E.	OR APPROVED EQUAL
CL	CENTER LINE	O.C.	ON CENTER
CLNG	CEILING	OFCI	OWNER FURNISHED/CONTRACTOR
CLR	CLEAR	OPP	OPPOSITE
CMU	CONCRETE MASONRY UNIT	OPER	OPERABLE
COL	COLUMN	P.I.C.	POURED-IN-PLACE CONCRETE
CONC	CONCRETE	PL	PROPERTY LINE
CONST	CONSTRUCTION	PLAS	PLASTER
CONTS	CONTINUOUS	PLAS LAM	PLASTIC LAMINATE
CT	CERAMIC TILE	PLY	PLYWOOD
DBL	DOUBLE	PNL	PANEL
D.G.	DECOMPOSED GRANITE	P.O.T.	PATH OF TRAVEL
DIA	DIAMETER	PP	POWER POLE
DM	DIMENSION	PR	PAIR
DN	DOWN	PT	POINT
DR	DOOR	PTD	PAINTED
DS	DOWNSPOUT	RAD	RADIUS
DET	DETAIL	RE	REFER TO
DWGS	DRAWINGS	REF	REFRIGERATOR
DWH	DOMESTIC HOT WATER HEATER	RES	RESISTANT
EX	EXISTING	RESIL	RESILIENT
EA	EACH	REQD	REQUIRED
EJ	EXPANSION JOINT	RF	ROOF
EL (ELEV)	ELEVATION	RFTNG	ROOFING
ELC	ELECTRICAL	RM	ROOM
EQ	EQUAL / EQUAL TO	R.O.	ROUGH OPENING
EQMT	EQUIPMENT	S.C.	SOLID CORE
EXP	EXPANSION	SCHED	SCHEDULE
EXT	EXTERIOR	SCRN	SCREEN
F	FIXED	SCRN	SOLID CORE WOOD
FE	FIRE EXTINGUISHER	S.D.	STORM DRAIN
FFL	FINISHED FLOOR LEVEL	SECT	SECTION
FI	FIRE HYDRANT	SHUT	SHUT
FIN	FINISH	SHWR	SHOWER
FLR	FLOOR	SIM	SIMILAR
FLRG	FLOORING	SP	STAND PIPE
FLUOR	FLUORESCENT	SPECS	SPECIFICATIONS
F.O.PLY	FACE OF PLYWOOD	SRO	SINGLE ROOM OCCUPANCY
F.O.C.	FACE OF CONCRETE	S.S.	STAINLESS STEEL
F.O.F.	FACE OF FINISH	STL	STEEL
F.O.S.	FACE OF STUD	STOR	STORAGE
FRMG	FRAMING	STRUCT	STRUCTURE
FSR	FLAME SPREAD RATING	STRUCTL	STRUCTURAL
FURR	FURRING	SUSP	SUSPENDED
GA	GAUGE	TEMP	TEMPERED
GALV	GALVANIZED	THK	THICK
GEO	GEOTECHNICAL	THRU	THROUGH
GI	GALVANIZED IRON	T.O.	TOP OF
GLAZ	GLAZING	TYP	TYPICAL
GYP. BD.	GYPSUM BOARD	UFAS	UNIFORM ACCESSIBILITY STANDARDS
H	HOSE BIBB	U.N.O.	UNLESS NOTED OTHERWISE
H.C.	HOLLOW CORE	URNL	URNAL
H.M.	HOLLOW METAL	VER	VERIFY
HR	HOUR	VF	VERIFY IN FIELD
HT	HEIGHT	VFR	VERIFY
HW	HOT WATER	W	WITH
INSUL	INSULATION / INSULATED	WD	WASHER / DRYER
INT	INTERIOR	W/O	WITHOUT
JAN	JANITOR	WD	WOOD
JT	JOINT	WINDW	WINDOW
KIT	KITCHEN	WM	WATER METER
LAV	LAVATORY	WP.	WATERPROOFING
LDSC	LANDSCAPE	WR	WATER RESISTANT

PROJECT DESCRIPTION/ INFORMATION

(4) PERMANENT SIGNS TO BE LOCATED AT (3) SEPARATE SITES.

BASE BID SHALL INCLUDE ALL WORK AT LOCATION 1: INTERSECTION OF GRIFFIN ROAD AND US-1/FLORIDA STATE ROAD A-1-A; WITH ADD ALTERNATES FOR ALL WORK AT LOCATION 2: GRIFFIN ROAD AND I-95 (BID ALTERNATE 1), AND LOCATION 3: DANIA BEACH BOULEVARD (BID ALTERNATE 2).

SIGNS INCLUDE:
(2) PERMANENT ARCHITECTURAL LEDGE SIGNS W/ LED DIGITAL SCREENS TO BE MOUNTED ON EXISTING SIGN FOUNDATIONS.
(2) PERMANENT MONOLITHIC ARCHITECTURAL LEDGE SIGNS TO BE MOUNTED ON NEW FOUNDATIONS.

ALL WORK SHALL COMPLY WITH CURRENT EDITIONS OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE CODES AND ORDINANCES, AS REQUIRED BY THE JURISDICTIONS FOR EACH SITE.

GENERAL NOTES

- DESIGN CONCEPT ILLUSTRATES SIZES, PROFILES, AND DIMENSIONAL REQUIREMENTS OF SIGNS BASED ON SPECIFIC MODELS AND TYPES INDICATED, AS MANUFACTURED BY GABLE COMPANY. SIGN UNITS BY OTHER MANUFACTURERS MAY ONLY BE CONSIDERED IF THE TECHNOLOGY, MATERIALS, DIMENSIONS DO NOT DEVIATE FROM THE DESIGN CONCEPT AS DETERMINED BY THE ARCHITECT PRIOR TO AWARD OF CONTRACT. THE BURDEN OF PROOF OF EQUALITY IS ON THE PROPOSER.
- WORK INCLUDES: SITE PREPARATION AND TRAFFIC MANAGEMENT, TESTING SERVICES, CONCRETE FOUNDATION WORK, SIGNAGE FABRICATIONS AND INSTALLATIONS, LANDSCAPING, ELECTRICAL AND IRRIGATION, LIGHTING, MOSAIC TILE, CLEANING AND DELIVERY OF RECORD DOCUMENTS TO THE OWNER.
- SITE PREPARATION WORK INCLUDES:
A. PARTIAL DEMOLITION OF EXISTING MONUMENT SIGN STRUCTURES.
B. PARTIAL SITE CLEARING OF LANDSCAPE MATERIALS.
C. VERIFY ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK.
D. TEMPORARY DISCONNECTION OF SITE UTILITIES, INCLUDING IRRIGATION AND ELECTRICAL.
E. OWNER WILL ARRANGE TO SHUT OFF UTILITIES AS REQUIRED WHEN REQUESTED BY CONTRACTOR.
F. TESTING OF EXISTING CONCRETE FOUNDATIONS FOR SUITABILITY FOR REUSE.
G. PROTECT EXISTING IMPROVEMENTS DESIGNATED TO REMAIN FROM DAMAGE H. PROVIDE ALTERNATIVE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFICWAYS AS REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- TAKE FIELD MEASUREMENTS PRIOR TO PREPARATION OF SHOP DRAWINGS AND FABRICATION TO ENSURE PROPER SITING AND FITTING. SHOW RECORDED DOCUMENTS ON FINAL SHOP DRAWINGS. PROVIDE ENGINEERED SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK. INCLUDE PLANS, ELEVATIONS, AND LARGE-SCALE SECTIONS OF TYPICAL MEMBERS AND OTHER COMPONENTS. SHOW ANCHORS, GROUNDS, LAYOUT, REINFORCEMENTS, ACCESSORIES, AND INSTALLATION DETAILS. PROVIDE LARGE SCALE DETAILS OF WORDING AND LETTERING LAYOUTS.
- PROVIDE SETTING DRAWINGS, TEMPLATES AND DIRECTIONS FOR INSTALLATION OF ANCHOR BOLTS AND OTHER ANCHORS TO BE INSTALLED AS NECESSARY.
- PROVIDE PRODUCT DATA FOR EACH TYPE OF SIGN SPECIFIED, INCLUDING DETAILS OF CONSTRUCTION RELATIVE TO MATERIALS, DIMENSIONS OF INDIVIDUAL COMPONENTS, PROFILES, AND FINISHES, FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- PROVIDE WIRING DIAGRAMS FROM THE MANUFACTURER FOR ILLUMINATED AND DIGITAL SIGN UNITS.
- PROVIDE SAMPLES (PER INDUSTRY STANDARD) OF ALL MATERIALS FOR REVIEW AND APPROVAL OF FINISHES.
- SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS, PROVIDE PRODUCTS BY THE FOLLOWING MANUFACTURER:
A.GABLE COMPANY
B.(813) 494-0806
C.GABLECOMPANY.COM

SYMBOLS LEGEND

	GRID		ROOM NAME & NUMBER
	ELEVATION MARKER		DOOR NUMBER
	ELEVATION BULLET		WINDOW NUMBER
	SECTION MARKER		COMBO SMOKE & C.O. DETECTOR**
	WALL TYPE		FIRE EXTINGUISHER PER 01/A9.02
	INTERIOR ELEVATION MARKER		CEILING MOUNTED EXIT SIGNAGE
	DETAIL MARKER		WALL MOUNTED EXIT SIGNAGE
	NORTH ARROW (PLAN NORTH)		WALL MOUNTED MOTION SENSOR
	REVISION DELTA		CEILING MOUNTED MOTION SENSOR
	DEMOLITION NOTE MARKER		ALIGN FINISHES
	KEYNOTE MARKER		SECURITY GATED INTERCOM
	FREE-STANDING TUB		SLOPE 2% MAX UNO
	FLOOR CLEARANCES SHOWN DOTTED		FIRE SPRINKLER RISER/ STAND PIPE, CLASS 1
			FLOOR DRAIN (FD)
			AREA DRAIN
			PLANTER DRAIN
			EXIT PATH OF TRAVEL. SEE SHT. A0.40
			ACCESSIBLE PATH OF TRAVEL. SEE SHT. A0.41
			BATH ACCESSORY SCHEDULE MARKER
			MECHANICAL CEILING GRILLE, SEE MECH. DWGS.
			SHOWER
			HOSE BIBB- RECESSED PER 02/A9.02

SHEET INDEX

ARCHITECTURAL	
SHEET NO.	SHEET TITLE
A0.00	COVER SHEET
A0.50	DEMO PLAN
A1.00	SITE PLAN
A4.00	ELEVATIONS
A5.10	SECTIONS

ANTHONY ABBATE ARCHITECT PA
1350 EAST SUNRISE BOULEVARD, SUITE 121
FORT LAUDERDALE, FL 33304-2816
T. 854.294.5908 E. anthony@anthonyabbatearchitect.com
www.anthonyabbatearchitect.com

PROJECT TYPE:
SIGNAGE

PROJECT NAME:
DANIA BEACH
ENTRANCEWAY
SIGNAGE

ADDRESS:
SOUTHWEST CORNER OF
US1 AND GRIFFIN ROAD

PROJECT NUMBER:
30615

VERSION:
CONSTRUCTION SET

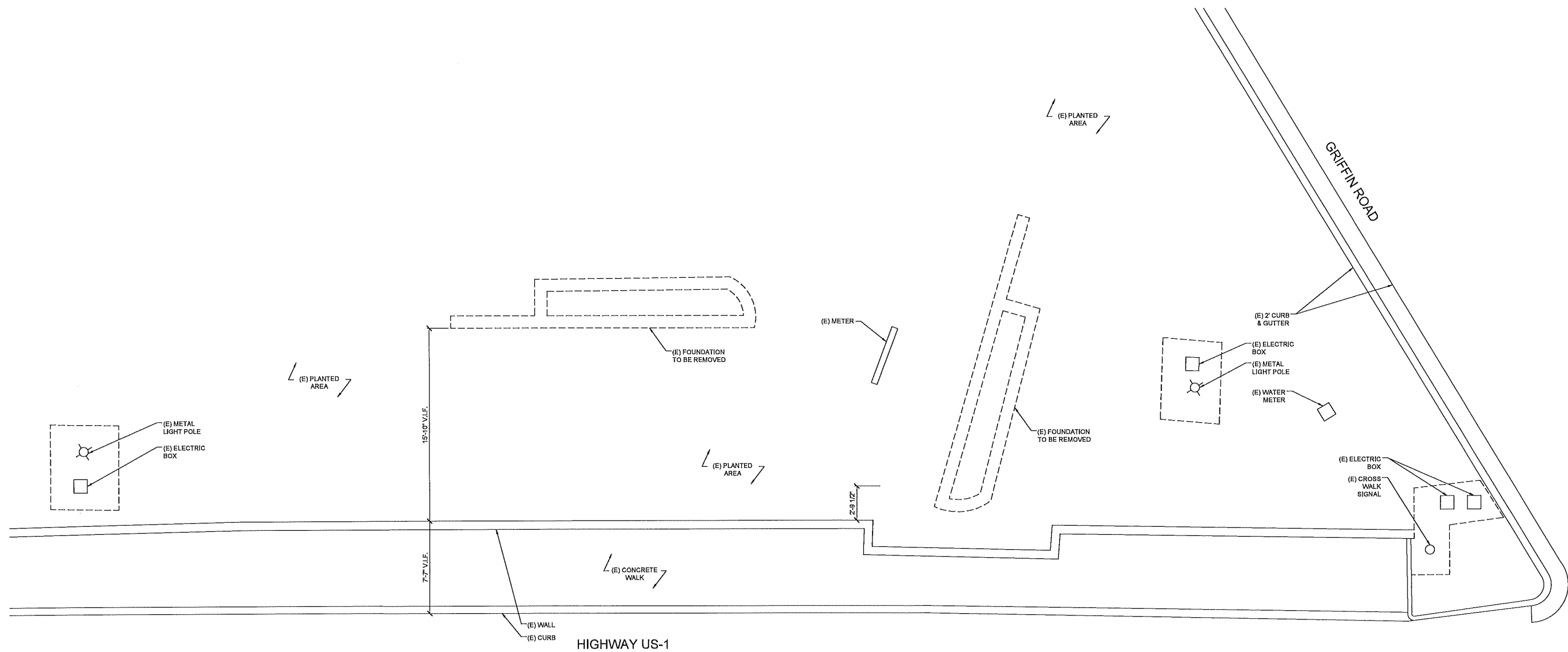
DATE:
07.20.18

SHEET TITLE:
COVER SHEET

DATE PRINTED:

A0.00

GENERAL NOTES:
1. SIGN FABRICATOR TO PROVIDE SHOP DRAWNGS TO ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.
2. ALL STRUCTURAL ENGINEERING REQUIREMENTS TO BE PROVIDED BY SIGN FABRICATOR.
3. ALL SIGN COMPONENTS AND FOUNDATIONS MUST MEET FEDERAL, STATE, AND LOCAL CODES.



SITE PLAN: US-1/GRIFFIN RD

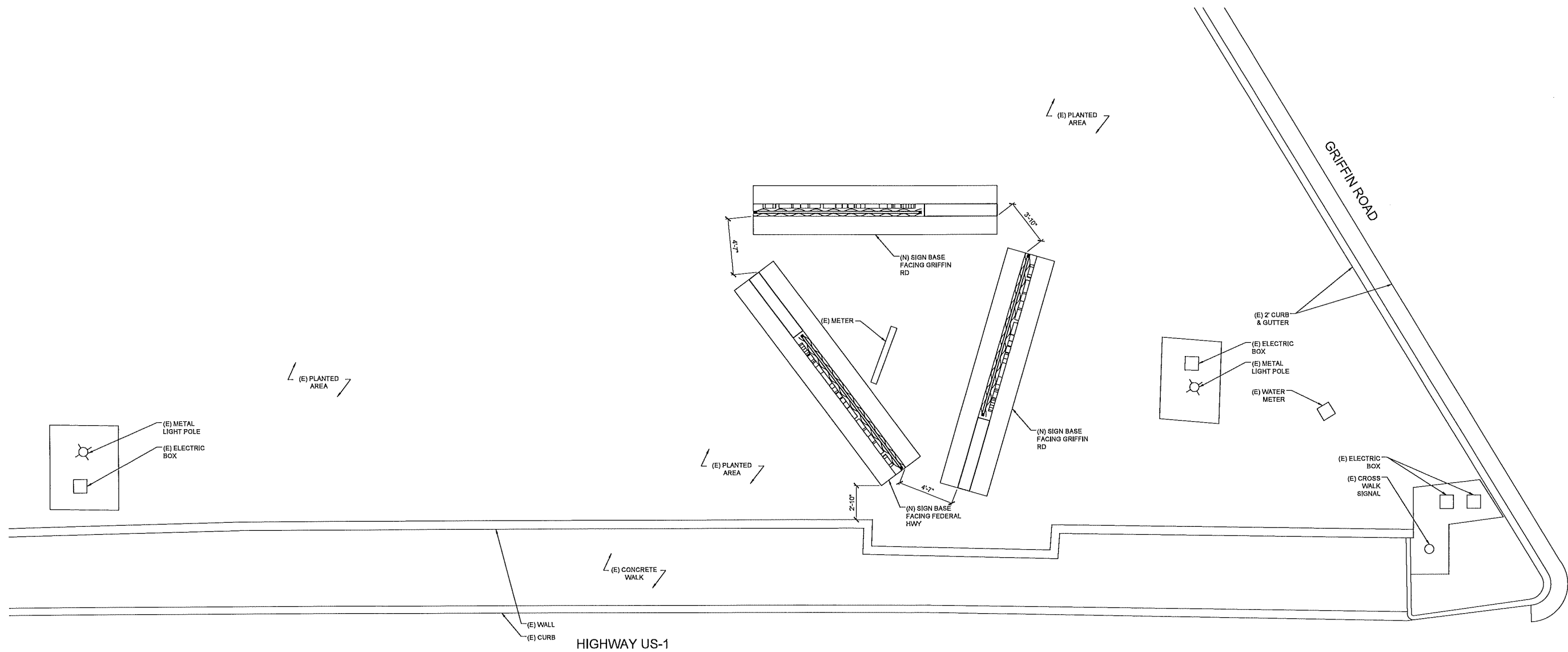
REF: -- SCALE: 1/4" = 1'-0"

ANTHONY ABBATE ARCHITECT PA
FL REG NO AR 0011825 NY REG NO 032057-1
1350 EAST SUNRISE BOULEVARD, SUITE 121
FORT LAUDERDALE, FL 33304-2816
T: 854-294-5908 E: anthony@anthonyabbatearchitect.com
www.anthonyabbatearchitect.com

PROJECT TYPE:
SIGNAGE
PROJECT NAME:
DANIA BEACH
ENTRANCEWAY
SIGNAGE
ADDRESS:
SOUTHWEST CORNER OF
US1 AND GRIFFIN ROAD
PROJECT NUMBER:
30615
VERSION:
CONSTRUCTION SET
DATE:
08.15.17
SHEET TITLE:
DEMO PLAN
METAL SIGN
DATE PRINTED:
2018-7-20

01
A0.50

GENERAL NOTES:
1. SIGN FABRICATOR TO PROVIDE SHOP DRAWNGS TO ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.
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SITE PLAN: US-1/GRIFFIN RD

REF: - SCALE: 1/4" = 1'-0"

01

ANTHONY ABBATE ARCHITECT PA
FL REG NO AR 001825 NY REG NO 032857-1
1330 EAST SUNRISE BOULEVARD, SUITE 121
FORT LAUDERDALE, FL 33304-5816
T: 954-294-5808 E: anthony@anthonyabbatearchitect.com
www.anthonyabbatearchitect.com

PROJECT TYPE:
SIGNAGE

PROJECT NAME:
DANIA BEACH
ENTRANCEWAY
SIGNAGE

ADDRESS:
SOUTHWEST CORNER OF
US1 AND GRIFFIN ROAD

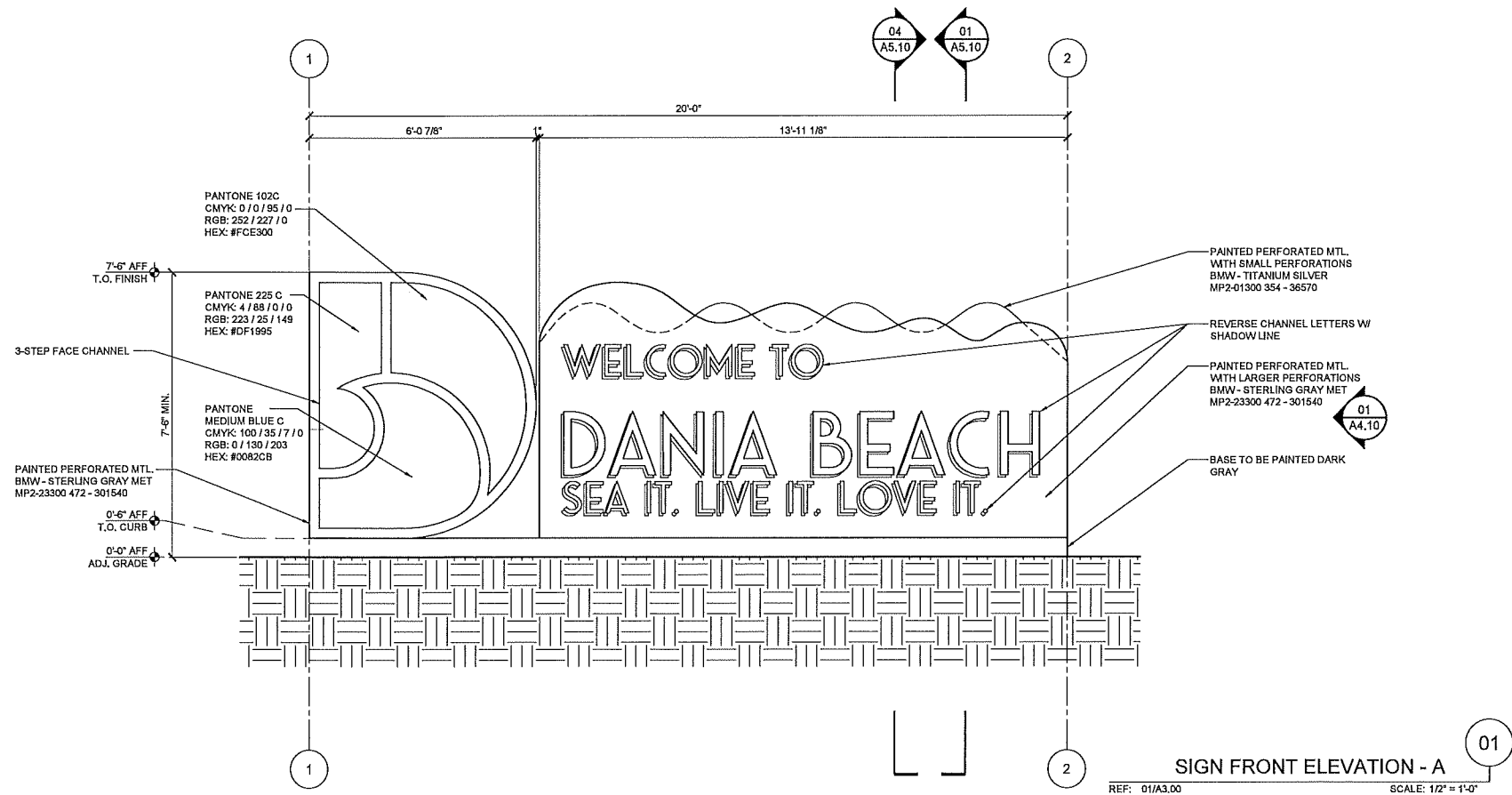
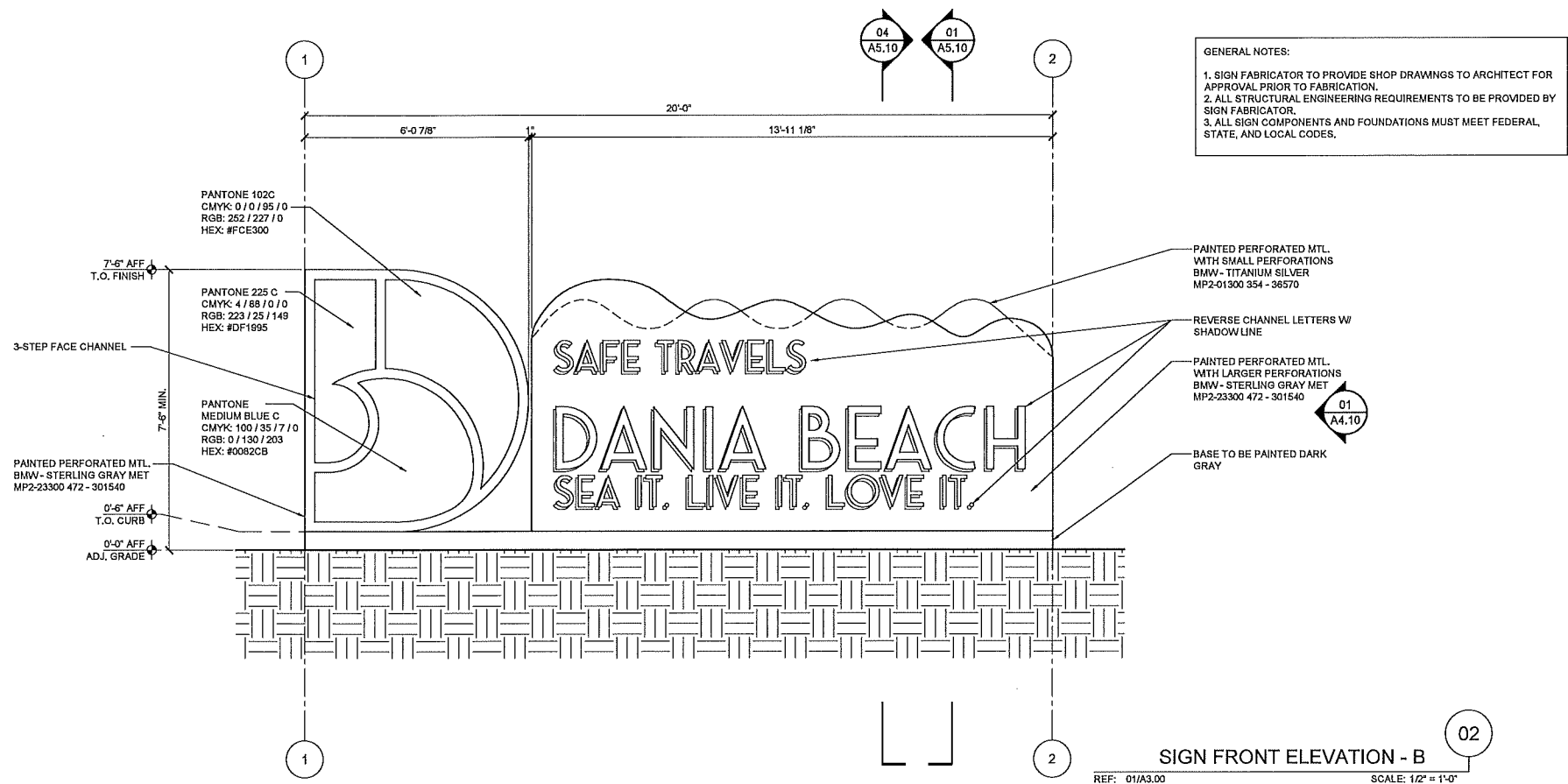
PROJECT NUMBER:
30615

VERSION:
CONSTRUCTION SET

DATE:
07.20.18

SHEET TITLE:
SITE PLAN
VIDEO SIGN
DATE PRINTED:

A1.00



ANTHONY ABBATE ARCHITECT PA
FL REG NO AR 0011825
1380 EAST SUNRISE BOULEVARD, SUITE 121
FORT LAUDERDALE, FL 33304-2816
T. 854-294-5908 E. anthony@anthonyabbatearchitect.com
www.anthonyabbatearchitect.com

PROJECT TYPE:
SIGNAGE

PROJECT NAME:
DANIA BEACH
ENTRANCEWAY
SIGNAGE

ADDRESS:
SOUTHWEST CORNER OF
US1 AND GRIFFIN ROAD

PROJECT NUMBER:
30615

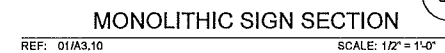
VERSION:
CONSTRUCTION SET

DATE:
07.20.18

SHEET TITLE:
ELEVATIONS
METAL SIGN
DATE PRINTED

A4.00

1. SIGN FABRICATOR TO PROVIDE SHOP DRAWNGS TO ARCHITECT FOR APPROVAL PRIOR TO FABRICATION,
2. ALL STRUCTURAL ENGINEERING REQUIREMENTS TO BE PROVIDED BY SIGN FABRICATOR,
3. ALL SIGN COMPONENTS AND FOUNDATIONS MUST MEET FEDERAL, STATE, AND LOCAL CODES.



PROJECT NUMBER:
30615

VERSION:
CONSTRUCTION SET

DATE:
07.20.18

SHEET TITLE:
SECTIONS
MONOLITHIC SIGN
DATE PRINTED

A5.10



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY & CASUALTY INSURANCE PROGRAM WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA") OF BROWN & BROWN, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY, CYBER LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH PRIA, COVERAGE FOR POLLUTION LIABILITY WITH INDIAN HARBOR INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE, FLORIDA POWER AND LIGHT COMPANY EASEMENT LIABILITY INSURANCE WITH EVANSTON INSURANCE COMPANY, STORAGE TANK INSURANCE WITH COMMERCE AND INDUSTRY INSURANCE COMPANY AND NATIONAL FLOOD INSURANCE PROGRAM FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED ELEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (\$911,467.00) FOR COVERAGE BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo 2018 - PRIA Commission Insurance Coverage Renewal Memo cd, R-2018- PRIA Brown Brown Insurance Coverage Package (Fin Review 9-18-18), Dania Beach Premium Comparison 18-19 9-14-18



CITY OF DANIA BEACH HUMAN RESOURCES/RISK MANAGEMENT

TO: Honorable Mayor Tamara James
Honorable Vice-Mayor Bill Harris
Honorable Commissioner Chickie Brandimarte
Honorable Commissioner Bobbie H. Grace
Honorable Commissioner Marco A. Salvino, Sr.

FROM: Robert Baldwin, City Manager

BY: Paula Morrell, HR/Risk Management Director

DATE: September 14, 2018

SUBJECT: 2017-2019 General Liability, Property, Auto, and Workers Compensation Insurance Renewal

As the City's insurance broker, Public Risk Insurance Agency (PRIA) proposed the initial 2017-2018 insurance renewals for the City's comprehensive insurance package including general liability, property, automobile, inland marine, dock property, National Flood Insurance Program (NFIP) premises, pollution, storage tank liability, and workers compensation insurance, and has done the same for fiscal year 2018-2019.

The Preferred Governmental Insurance Trust (PGIT) has offered the City a two-year policy effective 10/1/2017 – 09/30/2019 for the comprehensive insurance package and workers compensation policies. This offering by PGIT provides members a stable budgeting process and ease of administration. These rates for property, liability and workers compensation are guaranteed and will be maintained through 9/30/2019. Although the rates are guaranteed, the premiums have slightly changed in exposures such as payroll increases, workers compensation experience modification factors, and purchase of vehicles, equipment, and other assets.

The City and PGIT's risk management services currently include a variety of resources to heighten safety awareness for the protection of not only City personnel, but residents as well. The provisions for safety and loss control resources and claims management is critical in controlling liability, which ultimately affects long term premiums and other costs to the City. For example, the City's experience modification factor applicable to the workers compensation premium remains below 1 at a rate of .77 which remains favorable and indicates claims almost 23% below average. In fact, the City is realizing an overall decrease of 11.38% in worker's compensation premiums.

Examples of ongoing risk management services provided by the PRIA/PGIT team to support our insurance program include:

- ❖ Regular claims review conferences involving City Risk Management personnel, claims' adjusters, insurance brokers, and attorneys.
- ❖ Sr. Risk Control Consultant on-site visits and consultation for loss control.
- ❖ Extensive catalog of online training courses free of charge.

- ❖ Attorneys specializing in HR, Risk Management and Employment Law via Helpline and directly via panel counsel.
- ❖ Seminars and webinars addressing regulatory issues – including Public Records, legislative developments, and other real time risk and human resource concerns.
- ❖ TIPS matching safety incentive – up to \$5,000 per year.
- ❖ Completed Flood Audit review to be in compliance with FEMA's Stafford Act.
- ❖ Risk Analysis and consulting services concerning:
 - Vendor Insurance Requirements and compliance
 - Special Events
 - Contracts

Attached is a Premium and Coverage Comparison for 2018-2019 which details premiums, paid annually, for which approval is being requested and:

- Package: (Property, Crime, General Liability, Public Officials Liability/Employment Practices and Automobile) - \$649,903
- Workers' Compensation - \$129,089

Specialized coverages are listed below:

- Pollution Liability (Indian Harbor) - \$11,813
- Storage Tank (Commerce & Industry) - \$1,820
- Dock Property Coverage (Great Lakes)- \$59,026
- FP&L General Liability (Evanston Insurance) - \$3,985

Based on FEMA rules, there are various effective dates for the NFIP flood program during the FY 2018-2019. We are currently estimating 12 policy renewals to be within a 15% increase of the current policies.

- NFIP Flood program policies - \$55,831 (Estimated Not To Exceed)

The total premium for all lines of coverage for 10/1/18 to 9/30/19 is \$911,467 which is \$11,024 (1.22%) greater than last year's actual premiums.

Recommendation

Approve the resolution authorizing agreement for the 2017-2019 General Liability, Property, Auto, and Workers Compensation Insurance Renewals.

RESOLUTION NO. 2018-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY & CASUALTY INSURANCE PROGRAM WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA") OF BROWN & BROWN, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY, CYBER LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH PRIA, COVERAGE FOR POLLUTION LIABILITY WITH INDIAN HARBOR INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE, FLORIDA POWER AND LIGHT COMPANY EASEMENT LIABILITY INSURANCE WITH EVANSTON INSURANCE COMPANY, STORAGE TANK INSURANCE WITH COMMERCE AND INDUSTRY INSURANCE COMPANY AND NATIONAL FLOOD INSURANCE PROGRAM FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED ELEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (\$911,467.00) FOR COVERAGE BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach (the "City") currently obtains its Comprehensive Property & Casualty coverage through Public Risk Insurance Agency ("PRIA"); and

WHEREAS, upon City Commission approval on September 26, 2017, PRIA renewed the City's existing insurance package ("Package") and Workers' Compensation insurance for Preferred Governmental Insurance Trust with two (2) year policy beginning October 1, 2017 through September 30, 2019 which is advantageous for coverage, rate, and budget stability. The second year installment premiums for the Package coverages is Six Hundred Forty-Nine Thousand Nine Hundred Three Dollars (\$649,903.00), and the Workers, Compensation premium is One Hundred Twenty-Nine Thousand Eighty-Nine Dollars (\$129,089.00). These premiums will cover insurance from the period of October 1, 2018 through September 30, 2019; and

WHEREAS, it is anticipated that minor changes may occur throughout the fiscal year due to additions and deletions of assets and as a result of the annual Workers' Compensation audit; and

WHEREAS, Brown & Brown, d/b/a Public Risk Insurance Agency, continues to be responsive and provide guidance for loss control, claims handling, risk management and liability concerns on major contractual agreements, special events, construction projects, appropriate vendor insurance requirements, and bid specifications; and

WHEREAS, Brown & Brown is able to offer renewal of the current Pollution Liability coverage with Indian Harbor Insurance Company at a 4.02% increase (\$457.00) for Fiscal Year 2018-2019; and

WHEREAS, Brown & Brown is able to offer renewal of the current Dock Property Coverage with Great Lakes Reinsurance Company at a flat rate with no increase in premium for Fiscal Year 2018-2019; and

WHEREAS, Brown & Brown is able to offer renewal of the current Storage Tank policy with Commerce and Industry Insurance Company at a flat rate with no increase in premium for Fiscal Year 2018-2019; and

WHEREAS, Brown & Brown is able to offer renewal of current Florida Power & Light Company (FPL) General Liability Coverage with Evanston Insurance Company at a 5.842% increase (\$220.00) for Fiscal Year 2018-2019; and

WHEREAS, Brown & Brown is able to offer renewal of flood coverage as required under the National Flood Insurance Program (NFIP) governed by the Federal Emergency Management Agency (FEMA) with Wright National Flood Insurance Company including estimated increases of seven percent (7%); and

WHEREAS, the City Commission is being asked by City Administration to waive competitive bidding and authorize renewals with Preferred Governmental Insurance Trust, Indian Harbor Insurance Company, Great Lakes Reinsurance Company, Commerce and Industry Insurance Company, Evanston Insurance Company, and Wright National Flood Insurance Company for Fiscal Year 2018-2019; and

WHEREAS, the City Commission is further requested to authorize the City Manager to make adjustments to the premiums as necessary due to required changes in coverage resulting from additions or deletions of equipment, results of the annual Workers' Compensation audit, or other insurance requirements necessary to protect the City and its assets;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the City Commission waives competitive bidding and approves the renewal of the City's Comprehensive Insurance Package through Preferred Governmental Insurance Trust, such package to include coverage for Workers' Compensation, Property and Casualty, Crime, Employee Dishonesty, General Liability, Automobile Liability and Physical Damage, Public Officials' Liability, Employment Practices' Liability, Cyber Liability and renewal of Pollution Liability with Indian Harbor Insurance Company, renewal of Dock Property Coverage with Great Lakes Reinsurance Company, renewal of Storage Tank Coverage with Commerce & Industry Insurance Company, renewal of FP&L General Liability with Evanston Insurance Company, and renewal of NFIP Flood coverage with Wright National Flood Insurance for the period October 1, 2018 through September 30, 2019 in a total combined premium amount of Nine Hundred Eleven Thousand Four Hundred Sixty-Seven Dollars (\$911,467.00) allowing for premium adjustments to be made by the City Manager as necessary to properly protect the City and its assets. The proper City officials are authorized to execute all related documents and the City Manager and City Attorney are authorized to make minor revisions to the documents as are deemed necessary and proper and in the best interest of the City.

Section 2. That the cost of the Comprehensive Property & Casualty Insurance coverage, which anticipates an annual adjustment needed for coverage due to changes in City's risk exposures such as audited payrolls, vehicles, equipment, and real property inventory, is planned, appropriated and has been made available through appropriate allocations to various City Funds in the proposed Fiscal Year 2018 - 2019 budget.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

PREMIUM AND COVERAGE COMPARISON

Covered Party:	City of Dania Beach
Effective Date:	10/1/2018



As of 9/14/2018

LINE OF COVERAGE	2017/2018			2018/2019			Changes in Exposures	
	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	2017/2018	2018/2019
Property:	Package 2 year policy effective 10/1/2017-2019			Annual Endorsement/Billing Summary				
Preferred Gov't Ins Trust								
Blanket Buildings & Contents	\$ 45,590,856	\$ 2,500	\$ 350,396	\$ 45,618,956	\$ 2,500	\$ 350,606	Property	
Equipment Breakdown	\$ 45,590,856	\$ 2,500		\$ 45,618,956	\$ 2,500		Exposure	\$ 28,100
Excess Flood	\$ 3,000,000	\$ 2,500		\$ 3,000,000	\$ 2,500		Difference	0.06%
Named Windstorm		5%/\$15,000 minimum			5%/\$15,000 minimum			
Accounts Receivable	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500		Premium	\$ 210
Additional Expense	\$ 500,000	\$ 2,500		\$ 500,000	\$ 2,500		Difference	0.06%
Business Income	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500			
Errors & Omissions	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500			
Demolition & Increased Cost of Construction	\$ 1,000,000	\$ 2,500		\$ 1,000,000	\$ 2,500			
Inland Marine (Equipment):							Inland Marine (Equipment)	
Communications Equipment	Included in Blanket	\$ 2,500	\$ 8,453	Included in Blanket	\$ 2,500	\$ 10,453	\$ 1,546,171	\$ 1,796,171
Mobile Equipment	\$ 829,462	\$ 2,500		\$ 1,004,462	\$ 2,500		Exposure	\$ 250,000
Electronic Data Processing	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500		Difference	16.17%
Emergency Services Portable Equip	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500			
Fine Arts	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500		Premium	\$ 2,000
Other Inland Marine	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500		Difference	23.66%
Rented Borrowed Leased Equipment	\$ 50,000	\$ 2,500		\$ 50,000	\$ 2,500			
Valuable Papers	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500			
Watercraft	\$ 14,026	\$ 2,500		\$ 89,026	\$ 2,500			
Blanket Unscheduled Inland Marine	\$ 652,683	\$ 2,500		\$ 652,683	\$ 2,500			
		Sub-Total	\$ 358,849		Sub-Total	\$ 361,059	\$ 2,210	0.62%
Crime:								
Preferred Gov't Ins Trust								
Employee Dishonesty	\$ 250,000	\$ 1,000	\$ 1,346	\$ 250,000	\$ 1,000	\$ 1,346		
Theft, Disappearance & Destruction In/Out	\$ 25,000	\$ 1,000		\$ 25,000	\$ 1,000			
Computer Fraud including Funds Transfer	\$ 250,000	\$ 1,000		\$ 250,000	\$ 1,000			
Forgery/Alterations	\$ 250,000	\$ 1,000		\$ 250,000	\$ 1,000			
		Sub-Total	\$ 1,346		Sub-Total	\$ 1,346	\$ -	0.00%
General Liability:							Payroll	Payroll
Preferred Gov't Ins Trust							\$7,636,899	\$7,942,375
General Liability	\$ 1,000,000	\$ -	\$ 141,035	\$ 1,000,000	\$ -	\$ 146,677	Exposure	\$ 305,476
Employee Benefits	\$ 1,000,000	\$ -	Included	\$ 1,000,000	\$ -	Included	Difference	4.00%
							Premium	\$ 5,642
							Difference	4.00%
		Sub-Total	\$ 141,035		Sub-Total	\$ 146,677	\$ 5,642	4.00%
Automobile:							Vehicles	Vehicles
Preferred Gov't Ins Trust							69	84
Auto Liability	\$ 1,000,000	\$ -	\$ 36,838	\$ 1,000,000	\$ -	\$ 45,002	Exposure	15
Uninsured Motorist	Rejected	\$ -		Rejected	\$ -		Difference	21.74%
Collision	Symbol 2	\$ 1,000	\$ 21,855	Symbol 2	\$ 1,000	\$ 23,536	Premium	\$ 9,845
Hired Physical Damage	\$ 35,000	\$ 1,000		\$ 35,000	\$ 1,000		Difference	16.77%
Medical Payments	None			None				
		Sub-Total	\$ 58,693		Sub-Total	\$ 68,538		

PREMIUM AND COVERAGE COMPARISON

Covered Party:	City of Dania Beach
Effective Date:	10/1/2018



As of 9/14/2018

LINE OF COVERAGE	2017/2018			2018/2019			Changes in Exposures	
	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	2017/2018	2018/2019
Public Officials:							Payroll	Payroll
Preferred Gov't Ins Trust							\$7,636,899	\$7,942,375
Public Officials Liability	\$ 1,000,000	\$ 10,000	\$ 66,906	\$ 1,000,000	\$ 10,000	\$ 72,283	Exposure Difference	\$ 305,476 4.00%
Employment Practices Liability	\$ 1,000,000	\$ 10,000	Included	\$ 1,000,000	\$ 10,000	Included		
Cyber/Privacy Liability	\$ 2,000,000	\$ 10,000	Included	\$ 2,000,000	\$ 10,000	Included		
							Premium Difference	\$ 5,377 8.04%
		Sub-Total	\$ 66,906		Sub-Total	\$ 72,283		
Workers' Compensation:							Payroll	Payroll
Preferred Gov't Ins Trust		17/18 Payroll: \$7,636,899			17/18 Payroll: \$7,636,899		\$7,636,899	\$7,942,375
		Experience Mod: .86			Experience Mod: .77		Exposure Difference	\$ 305,476 4.00%
							MOD Difference	-0.05 -5.68%
Workers' Compensation	Statutory	\$ -	\$ 145,666	Statutory	\$ -	\$ 129,089	Premium Difference	\$ (16,577) -11.38%
Employers Liability	\$1m/\$1m/\$1m	\$ -	Included	\$1m/\$1m/\$1m	\$ -	Included		
		Sub-Total	\$ 145,666		Sub-Total	\$ 129,089		
Pollution:								
Indian Harbor								
Pollution	\$1,000,000/\$2,000,000	\$ 10,000	\$ 10,815	\$1,000,000/\$2,000,000	\$ 10,000	\$ 11,250		
TRIA			\$ 541			\$ 563	Premium Difference	\$ 457 4.02%
		Sub-Total	\$ 11,356		Sub-Total	\$ 11,813		
Dock Property:								
Great Lakes Reinsurance								
Docks	\$ 2,750,000	\$27,500/\$275,000	\$ 58,781	\$ 2,750,000	\$27,500/\$275,000	\$ 58,781		
		Certificate Fee	\$ 35		Certificate Fee	\$ 35		
		Inspection Fee	\$ -		Inspection Fee	\$ 175		
		Policy Fee	\$ 35		Policy Fee	\$ 35	Premium Difference	\$ 175 0.30%
		Sub-Total	\$ 58,851		Sub-Total	\$ 59,026		
Storage Tank:								
Commerce & Industry								
Storage Tank Liability	\$1,000,000/\$4,000,000	\$ 5,000	\$ 1,803	\$1,000,000/\$4,000,000	\$ 5,000	\$ 1,803		
TRIA	Included		\$ 17	Included		\$ 17	Premium Difference	\$ - 0.00%
		Sub-Total	\$ 1,820		Sub-Total	\$ 1,820		
FP&L General Liability:		10/24/17-10/1/18						
Evanston Insurance Company								
Each Occurrence	\$ 3,000,000	\$ 1,000	\$ 3,580	\$ 3,000,000	\$ 1,000	\$ 3,800		
General Aggregate	\$ 3,000,000			\$ 3,000,000				
TRIA			\$ 150			\$ 150		
		Policy Fee	\$ 35		Policy Fee	\$ 35	Premium Difference	\$ 220 5.84%
		Sub-Total	\$ 3,765		Sub-Total	\$ 3,985		
Flood:		Policies in effect as of 9/14/18					ESTIMATED	
NFIP- Wright National	Effective Dates & Limits Vary; See Schedule	\$ 52,156		ESTIMATE ONLY ; See Schedule for Details	\$ 55,831		Premium Difference	\$ 3,675 7.05%
TOTAL PREMIUM			\$ 900,443			\$ 911,467	Overall Difference	\$ 11,024 1.22%

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING EXECUTION BY CITY OFFICIALS OF A FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo E911, R-2018- E-911 Consolidated Regional Communications First Amendment to BC ILA, R-2018- E-911 Consolidated Regional Communications First Amendment to BC ILA Exhibit 1



Office of the City Manager

Date: September 20, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Colin Donnelly, Assistant City Manager

Subject: Consolidated Regional E-911 Agreement Amendment

Resolution Number 2013-095 authorized the City of Dania Beach to enter into an agreement with Broward County for a Consolidated Regional E-911 System. Broward County finds an amendment to the Agreement necessary for the operation of the Consolidated Regional E-911 system.

Recommendation

Approve the resolution authorizing Amendment No. 1 to the Consolidated Regional E-911 Agreement.

RESOLUTION NO. 2018-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY CITY OFFICIALS OF A FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County (“County”) owns and operates the regional E-911 consolidated communication system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary to the operation of public safety answering points ("PSAPs"); and

WHEREAS, the City of Dania Beach, Florida (“City”) entered into the Agreement with the County, which Agreement is known as the “Participation in the Consolidated Regional E-911 Communications System” (“Participation Agreement”), dated September 25, 2013; and

WHEREAS, pursuant to an Operator Agreement executed between the County and the Broward Sheriff's Office ("BSO"), the County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services; the County and BSO intend to amend the Operator Agreement, effective October 1, 2018, to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, LLC, a public safety consultant, to ensure compliance with the Criminal Justice Information System (CJIS) or the Florida Department of Law Enforcement (FDLE) requirements or both, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties; and

WHEREAS, the County and the City wish to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, and the demarcation points for the updated fire station alerting system;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to enter into an Amendment to the Agreement, a copy of which Amendment is attached as Exhibit “1”, and it is made a part of and incorporated into this Resolution by this reference.

Section 3. That all resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and operates the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary to the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement, effective October 1, 2018, to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

D. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, and the demarcation points for the updated fire station alerting system.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.

2. Except as modified herein, all terms and conditions of the Participation Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. Section 2.12 of the Participation Agreement is amended as follows:

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received in ~~a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

4. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard an~~ aAgreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

5. Section 4.3 of the Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with Operator to authorize the use of the Participating Community's FDLE router. To the extent requested by Operator or the County to comply with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, each Participating Community will cooperate and enter into an agency user or other agreement(s), and ensure that its employees and vendors with access to criminal justice information or systems cooperate with Operator, execute security addendums or other agreements, and routinely provide updated security and employee information, as required for CJIS compliance.

6. Section 4.4 of the Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and Operator, which includes an engagement process for the participation of public safety organizations within Broward County, County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System (the "Standards") shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement~~

between County and Operator. County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

7. The Parties have each executed the Regional Interlocal Agreement ("RILA") attached as Exhibit A to the Participation Agreement. The Parties agree the following provisions of the RILA as hereby amended as follows:

A) Section 2.19 of the RILA is amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. City agrees to comply with any enforcement actions required by these policies and procedures, **including for Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

B) Section 3.2 of the RILA is amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; **notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.**

C) Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

D) Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

8. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.

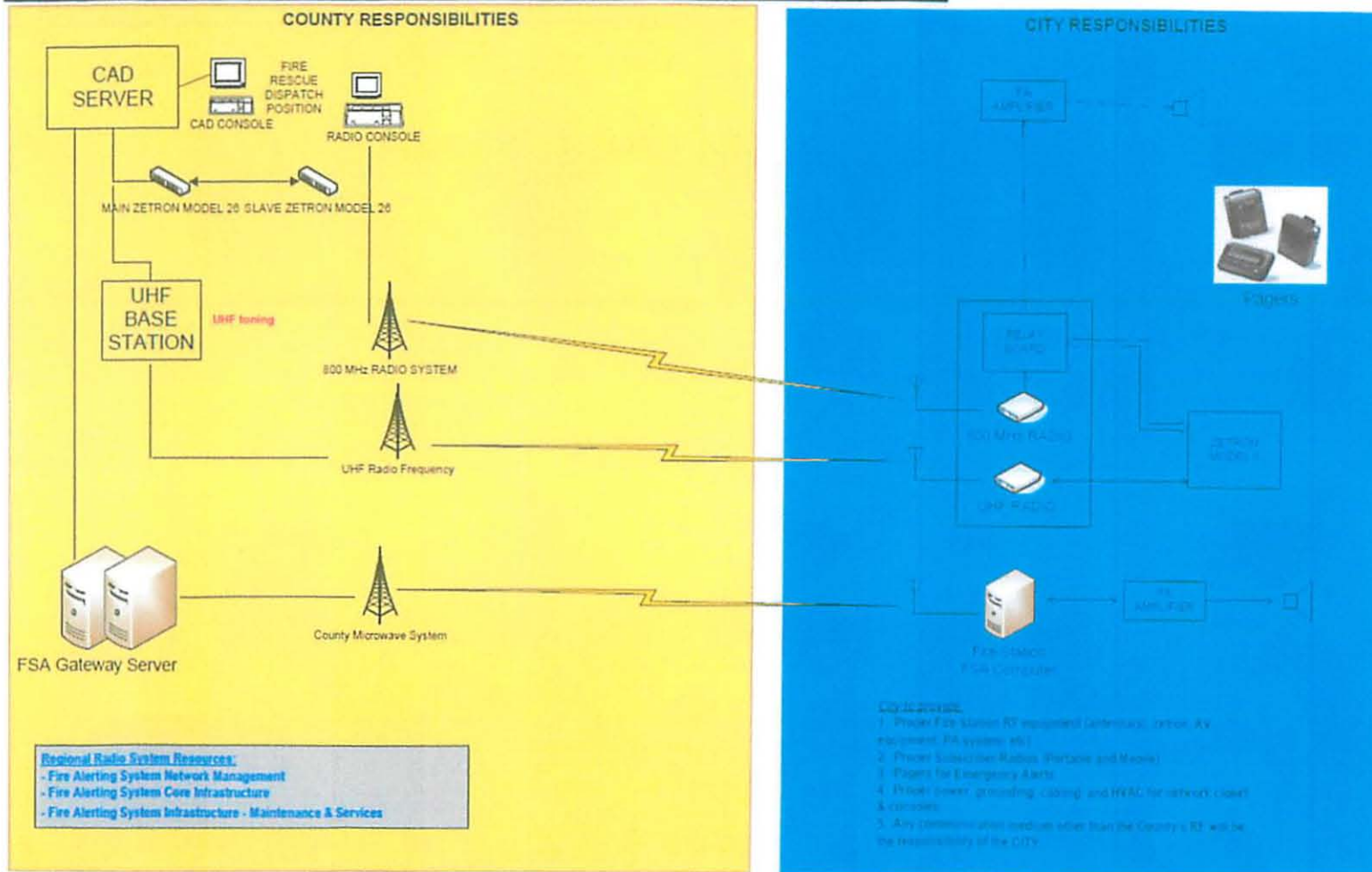
9. The effective date of this First Amendment shall be the date of complete execution by both County and Municipality.

10. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

Broward County – ILA Radio Network Fire Station Alerting System DMARC

RPSI – Fire Station Alerting System
Logical Network Design Overview Broward County Radio System
Broward County/City Responsibilities



IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2018, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2018

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
8/23/2018
First Amendment Participation Agreement
#232020.1

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

**I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:**

City Attorney

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION BY CITY OFFICIALS OF AN ADDENDUM TO AN AGREEMENT WITH THE BROWARD COUNTY SHERIFF'S OFFICE TO PURCHASE P25 RADIOS AS PART OF THE REGIONAL INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS WHERE THE COST IS ESTIMATED AT SEVEN HUNDRED FOURTEEN THOUSAND TWENTY FIVE DOLLARS AND EIGHTY NINE CENTS (\$714,025.89);

Purchasing Requests ONLY

Dept:

Acct #:

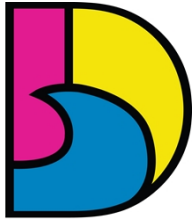
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - BSO Contract Addendums P25 Radio Purchasev2, R-2018- BSO P25 Radios Purchase, BSO Radios Contract Addendum Exhibit A, BSO City Radio Allocations Backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH CITY MANAGER MEMORANDUM

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Nicki Satterfield, Director of Finance

Date: September 25, 2018

Subject: Broward Sheriff's Office Addendum - Purchase of P25 Radios

Background

The City entered into an interlocal agreement with Broward County with regards to E911 Regional Communications. As part of the Regional system Broward County is converting the current police and fire rescue radio system to a new P25 Radio system.

Broward Sheriff's Office is seeking to amend the contract for police and fire rescue services to formalize the City's agreement to participate in the financing of these radios.

The cost is \$714,025.89 to be financed over a three year period. This cost will be included as part of the City's annual consideration for police and fire rescue services beginning in fiscal year 2019-2020. Broward County was able to obtain a 2.33% interest rate with Motorola and a three term will allow participating municipalities to spread out the costs.

Recommendation

Administration recommends Commission approval of the attached resolution and seeks permission to execute the addendums with the Broward Sheriff's Office.

NS/cd

RESOLUTION NO. 2018-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION BY CITY OFFICIALS OF AN ADDENDUM TO AN AGREEMENT WITH THE BROWARD COUNTY SHERIFF'S OFFICE TO PURCHASE P25 RADIOS AS PART OF THE REGIONAL INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS WHERE THE COST IS ESTIMATED AT SEVEN HUNDRED FOURTEEN THOUSAND TWENTY FIVE DOLLARS AND EIGHTY NINE CENTS (\$714,025.89); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the Federal Government, State of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, Broward County is converting the current police and fire rescue radio system to a new P25 Radio system; and

WHEREAS, the City and Broward County entered into a Regional Interlocal Agreement whereby the County will fund the infrastructure of the new system; and

WHEREAS, the parties are desirous of clarifying their responsibilities; and

WHEREAS, the Broward Sheriff's Office is seeking to amend the contract for police and fire rescue services attached as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are approved, made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an amendment to the Broward Sheriff's Office Agreement for Police and Fire Rescue Services for the purchase of P25 radios to be financed over a three year period as reflected in Exhibit "A".

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Amendment as are deemed necessary and proper and in the best interests of the City.

Section 4. That funds for this purchase will be funded through annual appropriations over a three (3) year period and included as part of the Broward Sheriff's Office annual consideration to the City beginning in Fiscal Year 2019-2020.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

ADDENDUM
TO
POLICE SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DANIA BEACH
AND
THE SHERIFF OF BROWARD COUNTY

THIS ADDENDUM is made and entered into this _____ day of _____, 2018 by and between the City of Dania Beach, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "CITY") and the Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF").

W I T N E S S E T H:

WHEREAS, the CITY has contracted with the Sheriff of Broward County to provide police services to the CITY; and

WHEREAS, Broward County is converting the current police and fire rescue radio systems to a new P25 Radio System;

WHEREAS, the CITY and Broward County entered into a Regional Interlocal Agreement whereby the County will fund the infrastructure of the new system up to the demarcation point of the dispatch consoles and CITY will fund the purchase of the mobile and portable radios in use in the CITY;

WHEREAS, the parties are desirous of clarifying their responsibilities regarding the new P25 Radio system conversion.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. SHERIFF shall coordinate the purchase of all radios utilized by SHERIFF personnel assigned to the District. It is the intent of SHERIFF to purchase the radios in Fiscal Year 2019. SHERIFF owns and maintains the current radios in use in the District. SHERIFF will maintain ownership of the P25 radios to allow for ease of resource tracking and management. In the event that the agreement for law enforcement or fire rescue and emergency services is terminated, BSO agrees to transfer to the CITY the ownership of the P25 radios then in use in the CITY. CITY agrees to pay SHERIFF for any outstanding balance for the radios prior to the transfer of ownership.

3. Article 6, CONSIDERATION shall be amended to include the following:

6. p. There will be no fiscal impact to the CITY for the purchase of the P25 radios during Fiscal Year 2019. Thereafter, CITY shall pay the cost of the purchase of the P25 radios assigned to the CITY. The payment for the radios shall be prorated over a thirty six (36) month period beginning in Fiscal Year 2020. The cost of the P25 radios will be in addition to the annual consideration paid by CITY for police services.

4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated below.

SHERIFF OF BROWARD COUNTY

Scott J. Israel
Sheriff

Date: _____

Approved as to form and legal sufficiency subject to execution by the parties:

By: _____
Ronald M. Gunzburger, General Counsel

CITY OF DANIA BEACH

Tamara James, Mayor

Date: _____

Robert Baldwin, City Manager

Date: _____

ATTEST:

Tom Schneider, City Clerk

(SEAL)

Approved as to form:

Thomas Ansbro, City Attorney

ADDENDUM
TO
FIRE RESCUE SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF DANIA BEACH
AND
THE SHERIFF OF BROWARD COUNTY

THIS ADDENDUM is made and entered into this _____ day of _____, 2018 by and between the City of Dania Beach, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "CITY") and the Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF").

W I T N E S S E T H:

WHEREAS, the CITY has contracted with the Sheriff of Broward County to provide Fire Rescue services to the CITY; and

WHEREAS, Broward County is converting the current police and fire rescue radio systems to a new P25 Radio System;

WHEREAS, the CITY and Broward County entered into a Regional Interlocal Agreement whereby the County will fund the infrastructure of the new system up to the demarcation point of the dispatch consoles and CITY will fund the purchase of the mobile and portable radios in use in the CITY;

WHEREAS, the parties are desirous of clarifying their responsibilities regarding the new P25 Radio system conversion.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. SHERIFF shall coordinate the purchase of all radios utilized by SHERIFF personnel assigned to the District. It is the intent of SHERIFF to purchase the radios in Fiscal Year 2019. SHERIFF owns and maintains the current radios in use in the District. SHERIFF will maintain ownership of the P25 radios to allow for ease of resource tracking and management. In the event that the agreement for law enforcement or fire rescue and emergency services is terminated, BSO agrees to transfer to the CITY the ownership of the P25 radios then in use in the CITY. CITY agrees to pay SHERIFF for any outstanding balance for the radios prior to the transfer of ownership.

3. Article 6, CONSIDERATION shall be amended to include the following:

6. J. There will be no fiscal impact to the CITY for the purchase of the P25 radios during Fiscal Year 2019. Thereafter, CITY shall pay the cost of the purchase of the P25 radios assigned to the CITY. The payment for the radios shall be prorated over a thirty six (36) month period beginning in Fiscal Year 2020. The cost of the P25 radios will be in addition to the annual consideration paid by CITY for police and/or fire rescue services.

4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated below.

SHERIFF OF BROWARD COUNTY

Scott J. Israel
Sheriff

Date: _____

Approved as to form and legal sufficiency subject to execution by the parties:

By: _____
Ronald M. Gunzburger, General Counsel

CITY OF DANIA BEACH

Tamara James, Mayor

Date: _____

Robert Baldwin, City Manager

Date: _____

ATTEST:

Tom Schneider, City Clerk

(SEAL)

Approved as to form:

Thomas Ansbro, City Attorney

Updated as of 9/05/2018

POLICE	Cost Per Unit	Dania Beach	
Motorola DLE APX6000 non-encrypted radio (Patrol Deputies)	\$4,971.20	50	\$ 248,560.00
Motorola DLE APX6000 encrypted radio (Specialized Units)	\$5,894.60	0	\$ -
Motorola DLE APX8000 encrypted Multi-Band radio (SWAT/K9)	\$7,626.80	1	\$ 7,626.80
Motorola DLE APX900 Radio (Auxiliary Radio)	\$2,321.17	5	\$ 11,605.85
Motorola DLE APX6000 civilian radio (CSA)	\$4,660.93	4	\$ 18,643.72
Motorola DLE APX900 (Civilian Support Personnel)	\$2,447.34	0	\$ -
Motorola DLE APX non-encrypted radio (Vacant Deputy PCN)	\$4,971.20	8	\$ 39,769.60
Motorola DLE APX civilian radio (Vacant Civilian PCN)	\$4,660.93	1	\$ 4,660.93
Motorola DLE APX spare encrypted (Spare for Specialized Units)	\$5,122.40	0	\$ -
Motorola DLE APX spare non-encrypted (Spare for Deputies)	\$4,199.00	6	\$ 25,194.00
Motorola DLE APX non-encrypted radio (Spare Auxiliary)	\$2,201.00	1	\$ 2,201.00
Motorola DLE APX6500 in-vehicle radio (In-car radios)	\$4,066.40	1	\$ 4,066.40
Motorola DLE base station radio (District Office/Front Desk)	\$3,952.47	2	\$ 7,904.94
Motorola DLE APX P25 radio flashes (Required Firmware Update)	Varies	12	\$ 9,818.40
Motorola DLE APX P25 Already Compliant (For Reference Only)		5	
Motorola DLE multi-unit charger (Battery/Radio Charger)	\$887.50	1	\$ 887.50
POLICE TOTALS			\$ 380,939.14
FIRE			
Motorola FR APX8000 radio (Firefighters)	\$6,874.19	33	\$ 226,848.27
Motorola FR APX8500 in-vehicle radio (Fire Truck)	\$5,868.66	14	\$ 82,161.24
Motorola FR APX8500 control station (Fire Station Radio)	\$5,711.67	2	\$ 11,423.34
Motorola FR Dual-Band consolette (Fire Station Dispatch Console)	\$5,883.20	2	\$ 11,766.40
Motorola FR multi-unit charger (Battery/Radio Charger)	\$887.50	1	\$ 887.50
FIRE TOTALS			\$ 333,086.75
Total POLICE + FIRE			\$ 714,025.89

7/16/2018

Original Cost		Variance	
50	\$ 248,560.00	0	\$ -
0	\$ -	0	\$ -
1	\$ 7,626.80	0	\$ -
5	\$ 12,161.95	0	\$ (556.10)
4	\$ 18,643.72	0	\$ -
0	\$ -	0	\$ -
8	\$ 39,769.60	0	\$ -
1	\$ 4,660.93	0	\$ -
0	\$ -	0	\$ -
6	\$ 25,194.00	0	\$ -
1	\$ 2,310.80	0	\$ (109.80)
1	\$ 4,066.40	0	\$ -
2	\$ 7,904.94	0	\$ -
12	\$ 9,818.40	0	\$ -
5		0	\$ -
1	\$ 887.50	0	\$ -
	\$ 381,605.04		\$ (665.90)
33	\$ 226,848.27	0	\$ -
14	\$ 82,161.24	0	\$ -
2	\$ 11,423.34	0	\$ -
2	\$ 11,766.40	0	\$ -
1	\$ 887.50	0	\$ -
\$	333,086.75	\$	-
			Cost decreased by:
	\$ 714,691.79	\$	(665.90)

SOW A-4 Subscriber Equipment

1. OVERVIEW

There are an estimated 7,930 subscriber radios that will need to be replaced across primary system users to ensure compliance with a P25 Phase II 700/800 MHz system. Subscriber Equipment shall be available for purchase by the County as well as any municipality, local government or public safety entity on the Broward system.

As defined in Section 5.6 of the Agreement, any Eligible Purchaser may purchase Subscriber Equipment or Subscriber Equipment Maintenance set forth in this SOW A-4 in accordance with the terms of the Agreement. All such Subscriber Equipment shall meet the General Requirements set forth in Section 1.2 herein, and shall be warranted in accordance with Section 1.3 herein. Provider shall provide, to the extent elected by any Eligible Purchaser, Subscriber Equipment Maintenance in accordance with Section 1.4 herein. Eligible Purchasers may elect to terminate any Subscriber Equipment Maintenance elected hereunder on at least ninety (90) days prior notice, and may acquire new or recommence previously terminated Subscriber Equipment Maintenance with no penalty or additional cost other than set forth herein.

Eligible Purchasers are not limited to the specific products or features specified herein, but can configure and select items from Provider's entire APX product line with the same applicable discounts set forth in Section 3.0 herein to meet their agencies specific needs. Anything indicated herein as "Optional" may be elected in the sole discretion of the Eligible Purchaser at the pricing set forth herein, subject to inclusion of the applicable services by Broward County at the System level, if applicable.

2. SUBSCRIBER EQUIPMENT REQUIREMENTS

2.1 GENERAL REQUIREMENTS

All Subscriber Equipment must meet the following general requirements:

- A. All Subscriber Equipment shall be of high quality and intended to provide high reliability under heavy use in severe environments. Subscriber Equipment shall be FCC type accepted in accordance with the Commission's Part 90 rules and regulations.
- B. All Subscriber Equipment shall meet MIL-STD-810 C, D, E, and F.
- C. All Subscriber Equipment shall be software programmable.
- D. All Subscriber Equipment shall support the following operating modes:
 - 1. Conventional analog frequency modulation (FM) network
 - 2. Conventional analog FM off-network (talk around)

3. Conventional P25 Phase I network
 4. Conventional P25 Phase I off-network (talk around)
 5. Trunked P25 Phase I network
 6. Trunked P25 Phase II network
- E. All Subscriber Equipment shall be programmed for operation on the P25 Phase II 700/800 MHz system that will be implemented through this contract.
- F. All fielded subscriber equipment that will be programmed to operate on the County's new system must undergo preventive maintenance to restore the radio to the manufacturer's specifications at the time the radio is programmed to operate on the new system.
- G. To support a seamless cutover to the new system, subscribers shall be installed prior to system cutover and programmed with talkgroups from both the old and new systems. Once cutover to the new system has been completed, talkgroups from the old system shall be removed (second touch).
- H. Any fielded radios programmed to operate on the new system must undergo Preventive Maintenance (PM) to restore the radio to the original operating specifications at the time the codeplug is updated.

2.2 PORTABLE RADIOS REQUIREMENTS

A. Features:

1. Full compliance with P25 Phase I and P25 Phase II features and operation
2. PTT button
3. Top-mounted on/off volume knob
4. Talkgroup/channel selector
5. Emergency button, protected from inadvertent activation
6. Alphanumeric display (on applicable models), minimum of eight characters
7. Transmit indicator
8. OPTIONAL – Over-the-air programming (OTAP) and associated fixed equipment
9. OPTIONAL – Over-the-air rekeying (OTAR) and associated fixed equipment
10. OPTIONAL – Subscriber radio GPS and associated fixed equipment
11. OPTIONAL – Radio management license

B. Battery:

1. Provider shall provide batteries without cadmium. Options include the following:

- a. Nickel-Metal Hydride (NiMH)
 - b. Lithium-ion
 - c. Batteries certified as intrinsically safe.
2. Batteries shall provide a minimum operational use of 12 hours based on a 5-5-90 duty cycle.
3. Recharge time to full capacity shall not exceed one hour.
- C. Accessories:
 1. AES encryption
 2. Data cables
 3. Battery chargers:
 - a. Single-bay battery charger
 - b. Multiple-bay battery charger
 - c. Vehicular charger
 4. Alternate antennas
 5. Remote speaker microphone
 6. Remote speaker microphone with antenna
 7. Headset:
 - a. Wired
 - b. Wireless/Bluetooth
 8. Carrying cases/belt clips

2.3 MOBILE RADIOS/CONTROL STATIONS REQUIREMENTS

- A. Mobile radios shall be supplied complete with microphone, external speaker, cables, fusing, mounting hardware, coaxial cable, and antennas to provide for a complete installation.
- B. Control station radios shall be supplied complete with desk microphone, speaker, cables, coaxial cable, and antennas to provide for a complete working package.
- C. Control stations should include up to 100 feet of ½" LDF plenum rated coaxial cable with associated RF surge suppressor, ground kits, mounting hardware, and an omnidirectional antenna to be mounted on the roof.
- D. Control station configurations shall be offered with both a deskset console setup with built-in power supply, and as a mobile radio with a DC power supply.

E. Features:

1. Full compliance with P25 Phase I and P25 Phase II features and operation
2. Remote speaker microphones
3. Front-mounted on/off volume knob
4. Talkgroup/channel selector
5. Emergency button, protected from inadvertent activation
6. Alphanumeric display
7. Transmit indicator
8. Dash- and remote-mount configurations
9. OPTIONAL – Over-the-air programming (OTAP) and associated fixed equipment
10. OPTIONAL – Over-the-air rekeying (OTAR) and associated fixed equipment
11. OPTIONAL – Subscriber radio GPS and associated fixed equipment
12. OPTIONAL – Control station combiners for configurations supporting 4/8/12/16/32 ports

F. Accessories:

1. AES encryption
2. Cables:
 - a. Data cables
 - b. Extension cables
 - i) Adapters
 - ii) Power cables
3. Antennas
4. 7.5- and 13-watt external speakers
5. Public address kits
6. Remote speaker microphones
7. Desktop microphone (control stations only)
8. GPS functionality and associated fixed network hardware
9. Mobile data interface

3. SUBSCRIBER WARRANTY

Provider shall warrant all Subscriber Equipment purchased prior to P25 System Final Acceptance by Broward County or by any Eligible Purchaser for three years from date of purchase at no additional cost. Any Subscriber Equipment purchased on or after Final Acceptance shall be warranted for at least one year from date of purchase.

Notwithstanding the above, the following warranties and support are included at no additional cost in the following items (for clarity, the purchaser may elect to purchase additional support, if elected by the purchaser):

- APX radios: 1 year Service from the Start - Lite.
- Accessories standard warranty: 1 year Service from the Start - Lite.
- Batteries: 18 months warranty
- Extended warranty is available up to 5 years, as an option, as elected by the purchaser.

Provider shall repair any radio that fails due to manufacturer defects within the applicable warranty period at no additional cost to the County or Eligible Purchaser.

4. SUBSCRIBER EQUIPMENT MAINTENANCE

Motorola Subscriber Equipment Maintenance is provided by technicians or certified Motorola partners backed up by Motorola's technically elite team of System Technologists and our Central Systems Engineering teams. Motorola is committed to:

- Unequaled, best-in-class customer service response for critical communication solutions.
- Highly qualified and trained employees and partners focused on service delivery.
- Stable, trained and committed partners able to provide more readily deployable resources.
- A highly trained and certified technician base working our customers' radios.

Motorola Solutions delivers the quality service and enhanced customer support critical to every customer relationship. Motorola Solutions will:

- Continually improve the quality of service delivery through ongoing continuous improvement plans where goals are established, met, sustained and then re-established to push forward.
- Recognize and reward partners that continuously invest in their abilities to provide quality service to our customers.
- Audit points of presence to be sure they continue to meet the standards of the Subscriber Equipment Maintenance.
- Develop training roadmaps for both our bench and field technicians.

Motorola's Radio Support Center will either repair locally or will ship the repaired within five days or less from receipt of the radio submitted for repair to help get units back into customer hands as quickly as possible. The Eligible User will be responsible for shipment to Motorola and associated costs, and Motorola will be responsible for return shipping and associated costs.

Motorola will only use highly-qualified, dedicated and financially stable service delivery partners dedicated to the user's satisfaction.

Users can rest assured that technical support queries are dealt with promptly to ensure minimal downtime is incurred. Motorola Solutions technical experts work with the Motorola Solutions partner to isolate, diagnose and resolve potential issues, reducing the risk of the issue escalating. When it comes to repair, users' devices will be handled by one of Motorola

Solutions' certified repair technicians. State-of-the-art diagnostics equipment, repair tools, and an extensive inventory of replacement parts help us to provide expert repair on your ASTRO 25 devices. In addition, Motorola Solutions service centers are fully certified to comply with ISO9001 and TL9000 standards using proven, repeatable processes to help ensure your repair is completed right the first time and every time.

Any Motorola Solutions' service depots and field centers must meet the following requirements, designed to drive key service behaviors and performance critical to your confidence in Motorola:

- Calibration of equipment – Test equipment used by field and bench service technicians must be calibrated on a regular basis in accordance with manufacturer recommendations. This requirement is audited on a regular basis.
- Information Security Policy – Service technicians and partners have a robust policy to secure the information assets of its company, all other companies it does business with and all customers of Motorola Solutions. This policy must ensure that the our service team's technical resources are properly protected, that the integrity and privacy of confidential information is maintained, that information resources are available when they are needed and that users of these resources understand their responsibilities. Naturally, our depots follow Motorola Solutions' Information Security policies.
- Technician and installer certification – Technicians and installers must meet minimum certification requirements. The necessary certifications can vary depending on specific customer needs in the marketplace.
- Insurance/environmental health & safety Policy – All service partners must meet environmental, health and safety standards and must maintain standard business and liability insurance.
- Contract-specific benefit criteria – When a service partner provides services contracted by Motorola Solutions as part of a specific contract or series of contracts, the benefits of associated technical training, technical manuals and technical call center support will be provided for those products or series of products supported by such contract.

Motorola's personnel or subcontractors providing Subscriber Equipment Maintenance possess general technician and installer certifications obtained through Electronics Technicians Association International (ETA-I). Motorola Solutions has also developed a series of certifications geared specifically to Motorola Solutions platforms and equipment. Certifications are only achieved once a technician has successfully completed specific training programs and passed the certification exams. Motorola Solutions technical professionals are trained to specifically meet the needs of every customer's radio subscriber needs, specifically: creating templates, building codeplugs, programming, installation services and support services. Each user agency in Broward County can rest assured their needs, operational goals, security protocols and responsiveness will be met by our team of professionals:

5. SUBSCRIBER MAINTENANCE OPTIONS

Eligible Purchasers may select from any combination of the following for some, none, or all of their purchased Subscriber Equipment:

5.1 PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTA SERVICE FROM THE START - LITE:

Service from the Start - LITE provides board level service for the covered equipment. Services are performed at the Radio Support Center (RSC). In addition to board level service for the covered equipment, *Service From the Start- LITE* includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service from the Start – LITE also includes:

- Normal wear and tear repair coverage.
- 5-day repair turnaround time from Eligible Purchaser notification of defect to receipt of replacement or repaired device
- Expert technical support (7x24x365).
- Software maintenance and updates.

Service From the Start Lite includes the following to be provided by Motorola:

- Test and restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service (Federal Express). Motorola will pay the outbound freight charges (return to Customer).
- Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- Perform covered services as requested by Customer on the Motorola repair request form.
- If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

5.2 PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTTE SERVICE FROM THE START - COMPREHENSIVE:

Service from the Start (SFS) Comprehensive provides all component level service for the covered equipment. Services are performed at the Radio Support Center.

In addition to all the Services identified in Service from the Start – LITE, Service from the Start – Comprehensive also includes repair or replacement of cracked housings, frames, covers, crushed components, shields, missing components, circuit boards, warp circuit boards, damage to LCD screens, electrical damage, water/chemical corrosion, and contaminants visible which cannot be cleaned up reliably.

5.3 PORTABLE MOBILE, CONTROL STATION AND CONSOLETTTE SUBSCRIBER LOCAL SUPPORT:

Subscriber Local Support provides an operational check of equipment that is covered under a service agreement. An operational check is an analysis of the equipment to identify external or internal defects. If the equipment has an external defect, or can be restored without opening the radio case, the equipment will be restored and returned to customer. If the equipment has an internal defect, or is not serviceable without opening the radio case, then the equipment will require additional service and will be shipped to the Motorola Depot for repair utilizing the Service from the Start or Service from the Start Comprehensive support. Subscriber Local Support is provided locally by a Motorola Authorized Service facility.

5.4 LOCAL SUPPORT:

User Agency may elect to combine subscriber support services, which are Service from the Start (Lite or Comprehensive) with Local Support. Radios will be repaired locally except when shipment is necessary to Motorola Depot. This type of service may reduce the turnaround time for radio repair.

5.5 PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTTE SUBSCRIBER PICK UP AND DELIVERY:

Pick Up and Delivery is an option to our Subscriber Support Services, where Motorola Solutions provides pick up and deliver services for subscribers. This service reduces the time and expense for the agencies to ship, deliver and pick up subscribers.

5.6 PORTABLE, MOBILE, CONTROL STATION AND CONSOLETTTE SUBSCRIBER PREVENTATIVE MAINTENANCE:

Subscriber Preventative Maintenance (PM) provides for an operational test to ensure the customer's equipment meets and continues to meet the manufacturer's specification. This service will be provided during standard business days at the Motorola Authorized service facility.

5.7 PORTABLE, MOBILE, CONTROL STATION AND PREVENTIVE MAINTENANCE PLAN:

Preventive maintenance plan to restore the radio to the manufacturer's specifications at the following recurring intervals:

- a. 6 months
- b. 1 year
- c. 2 years

5.8 INDIVIDUAL SUBSCRIBER SUPPORT OPTIONS

In addition to the above, Eligible Purchasers may purchase added services and coverage beyond the warranty period on a per-request fee structure, including:

- 1. Programming of a radio to update the radio's firmware (firmware purchased separately)
- 2. Reprogramming of existing radios operated by users on the Broward County system to operate on the new P25 Phase II system, including
 - a) Updating radio firmware (flash) to support P25 Phase II operation and any other required feature sets
 - b) Retuning radio with the updated codeplug and fleetmap for the new system
 - c) Retuning radio to update codeplug and fleetmap to remove the legacy radio system talkgroups (second touch).

6. SUBSCRIBER EQUIPMENT

APX™ SERIES P25 TWO-WAY RADIOS

The APX series incorporates many new features key to ensure the safety of users, including further audio quality enhancements, ruggedization, intuitive displays and controls, and features critical to ensuring the safety of first responders and citizens throughout the County.

All the proposed portable and mobile radios are fully-compliant to the County's requirements, and offer additional capabilities and features that exceed the County's requirements.

The APX radios will work seamlessly with Broward County's current radio network and the ASTRO P25 System. This is critical to enable a seamless and more efficient user cutover as each agency will be able to use a single radio supporting operation on both the legacy and new P25 system.

Broward County and Authorized Third Party Users will be able to leverage text messaging, location services and other data enrichments that will provide increased redundancy and information sharing with Broward County's first responders.

APX Series Radios include:

- The ability for the radio to be easy-to-use/accessible [APX Ergonomics].
- The ability to talk and hear clearly in loud environments [APX Audio].
- The ability to communicate in more places [APX Coverage].
- The ability to perform in extreme situations [APX Durability].

Motorola Solutions created the APX series to redefine safety in mission critical radio communication. Every feature and function on an APX two-way radio is designed with its users in mind—from the rugged, easy-to-operate design, to the loudest, clearest audio. The result is improved safety for all mission critical users—from the firefighter in a burning building, to the police officer serving a high-risk warrant, to the paramedic racing to provide urgent medical attention. Motorola Solutions has application-tailored radios and accessories designed specifically with each of these users in mind.

Motorola Solutions' APX series portable and mobile radios provide a number of advantages over other 3rd party vendors' equipment, including but not limited to:

- Enhanced Audio (Dual-Mic/High Noise/Wind porting/increased power of speakers and RSM).
- Configurable Audio and Radio Profiles.
- Ergonomics (Size/Weight/User Interface/Color/Top Display).
- Ruggedness (Scale/Ball Drop/Dunk Tank/Endoskeleton).
- Features (Integrated GPS/Bluetooth/Man-down/Text Messaging Service).
- Phase II TDMA and software updates to include other functionalities.
- Data applications (database access, status message, location, text, POP25, OTAR, etc.).
- Best in class Noise Suppression and Audio Capabilities.

- Mission-Critical Grade Bluetooth.
- SCBA Integration.
- Text Messaging and Integrated Solutions.
- GPS/AVL API and Integrated Solutions.
- Enhanced Data with 12x data throughput for Biometrics, Telemetry, etc.
- End-to-End Encrypted Voice + Data.
- Next Generation Solutions and applications: BOLO on APX Radios, Geo-Fencing, and more...

APX Audio Design Advantages

- Adaptive Dual-mic Noise Cancelling Technology.
- Adaptive Noise Reduction Algorithms that perform in Analog & Digital Operation.
- Adjustable Audio Parameters to optimize performance in various noise environments.
- Significantly lower audio distortion for better intelligibility.
- Automatic Gain Control or analog noise suppression:
 - Non-AGC Portables may experience interoperability problems in mixed fleets due to fluctuating audio levels.

APX Feature Advantages

- P25 Radio Authentication.
- FIPS 140-2 Level 3 Certified Encryption Module.
- Demonstrated P25 Phase 2 TDMA operation.
- Secure Bluetooth.
- APX Bluetooth Near Field Pairing technology enables fast, simple, and secure encrypted pairing with any Bluetooth enabled APX.
- APX features Superior Roaming, Fastest Site Switching and ability to specify Site Priority (most/least preferred).
- Integrated Voice & Data with Text Messaging capabilities in P25 Digital operation
- Integrated GPS inside the radio.
- Man-Down automatic emergency notification in the event of user injury + GPS notification of user location upon Man-Down alarm.
- Motorola Solutions OTAP advantages:
 - Voice priority during OTAP: Users can initiate Push To Talk calls during OTAP data sessions.
 - Presence Notification + Batch Programming – which facilitates system management and improves administrative efficiency so that Radio IP addresses do not need to be entered manually one radio at a time.
 - User selected reboot following OTAP data sessions so that critical voice calls are not interrupted.
 - Pause/resume data feature with differential write: Permits OTAP data package to pick up where it left off when interrupted by voice communications – competing solutions must start over when interrupted + must be write entire software package regardless of similarity to existing software.

- Data roaming: Users can roam and maintain data session.
- P25 CAP certified on Motorola Solutions infrastructure and a wide variety of 3rd party infrastructure.
- Personnel Accountability applications with APX portables for fire-scene/SWAT team staff safety within buildings.
- More Programmable Front Buttons, Side buttons Home & Data Buttons, and Navigation Pad than competing radios.
- Support of both Tactical + Trunking OTAR.
- Customizable Channel Announcements.
- RFID option.

APX Ergonomics Advantages

- Ergonomic spacing between controls.
- Large, accessible emergency button.
- Oversized ergonomic knobs for ease of use for users with gloves.
- 3-Position Toggle and 2-Position Concentric Switches.
- Top Display for easy viewing of channel/zone information, even when on the user's hip.
- Large Color LCD Display For Better Viewing and Enables Intelligent Lighting.
- Radio Profiles/Intelligent Lighting Bar.
- Shielded PTT button.
- Universal PTT is textured with locator ridges, enabling quicker blind operation in high-stress situations.
- Multiple keypad/display options in APX models to permit customizing to agency use cases
- Light weight.
- Blind Operation/Operate by feel.

APX Ruggedization Advantages

- Gorilla Glass ^(TM) Lens – Tempered glass for displays which provides a wider viewing angle, plus greater scratch and heavy impact resistance than competing radios, plus prevents distorted view with polarized lenses.
- APX Endoskeleton Design Provides Improved Submersibility and Ruggedness for Internal Components.
- MIL Spec Conformance with best-in-industry shock, submerged water and scratch resistance.
- IP ratings up to optional IP67.
- Conformance to Motorola Solutions Internal 12M specifications which are even more stringent than MIL Spec.
- Motorola Solutions Accelerated Life Tests.

APX RF Performance Advantages

- APX radios significantly outperform competing radios in key RF metrics ensuring superior talk-in/talk-out capability. Motorola Solutions' best in class RF specifications for better performance in challenging/fringe coverage.
- Intermodulation Distortion/Rejection (Higher dB → better performance):
 - APX hardware is optimized to reduce Intermodulation Distortion with a spec that is 2 times better than some competitors.
 - This dramatically increases the radios coverage performance in high RF traffic environments (Cities/Urban Centers).
- Sensitivity (Lower the μ V → better performance):
 - Lowest possible signal strength that a radio can intelligibly detect in a given environment (the lower the (μ V) number the better).
 - Allows the radio to receive signals in difficult coverage areas such as inside buildings.
- Selectivity/Adjacent Channel Rejection (Higher dB → better performance):
 - Radio's ability to hear only the voice traffic from the desired channel, and reject other signals that are very close to that frequency.
 - Specification helps considerably when operating near other transmitters, especially in urban environments with high RF traffic.
- Audio Distortion (Lower the % distortion → better performance):
 - Measurement of the amount of audio distortion produced at a given output power level.
 - Less distortion equals clearer/crisper voice being heard from the radio especially at high audio volume.
- FM Hum and Noise (Higher dB → better performance):
 - Measurement of the radio noise floor of both Transmitter and Receiver.
 - Lower noise floor of the radio means greater the likelihood that a low-level audio signal will come through, such as when the talker is whispering.

APX Mobile Control-Head Interface Advantages

- Quick & easy to operate Siren Controls, Pursuit Knob, Light Switches, and PA Button.
- Mission critical display lens is resistant to high force impacts – competing solutions using resistive touch-screens require a soft top layer which is much more vulnerable to wear and tear, and can be easily damaged by sharp edges.
- Large Programmable One Touch Consolidated Action Buttons.
- Quick & Easy Brightness, Night Mode, and Covert Mode controls.
- Concave/Convex Integrated DEK Buttons enable easy Blind Operation.
- Tri-color Backlighting (Green, Orange & Red) for Intelligent Lighting.
- Superior IP 56 ratings for better water resistance than competing mobile control head interfaces.
- Motorola Solutions' O5 Control Head provides 5 programmable soft key buttons and 5 scroll-through menus enable up to 24 total programmable soft keys + 4-way navigation button.

- Motorola Solutions' O7 Control Head provides 4 programmable soft key buttons and 5 scroll-through menus enable up to 24 total programmable soft keys + 4-way navigation button + DTMF keypad w/pre-configured Siren/Lights/PA/Gun Lock controls.
- Motorola Solutions' O9 Control Head provides the largest available LCD display in the industry, with 5 programmable soft key buttons and 5 scroll-through menus enable up to 24 total programmable soft keys + 4-way navigation button + full 12 Button DTMF keypad, a data applications button, and Quick & easy to operate Siren Controls, Pursuit Knob, Light Switches, and PA Button controls.

Motorola Solutions' APX series of portable and mobile mission-critical grade radios provide best-in-industry performance via the above summary of unique quality differentiators, along with many other additional detailed attributes and features.

APX RADIO APPLICATIONS

APX ADVANCED DATA FEATURES

The Motorola Solutions APX Advanced Data solution set and features provide the following unique capabilities within the P25 radio industry:

- 200 Character free-form text messaging.
- Send messages to text groups.
- Choose from 150 pre-defined Quick-Access messages.
- Store-and-forward message delivery.
- System supports up to 20,000 active users.
- Up to 50,000 outbound text messages per hour.

Integrated GPS Capability

The entire APX family of portable and mobile radios offer the County users and agencies the ability to locate and track each field unit from a central location. The integrated GPS receiver in the APX transmits the outdoor location of an individual or vehicle to map-based location software that will interface with PremierOne CAD.

Text Messaging

Text messaging offers freeform and canned messaging between field users and dispatch operators. This enables selected field users to not only communicate with one another and with dispatch operators via voice transmission, but also through discreet texts. Information (such as addresses, license plates, phone numbers) communicated out via text messaging results in fewer repeat voice communications improving efficiency. Through PremierOne and the MCC7500 dispatch consoles text messaging is available for group texting situations. Motorola Solutions ASTRO 25 7.17 release offers group text from the MCC7500 without the need of additional infrastructure. In the 7.17 release the transmission of the text will occur on the control channel of the ASTRO 25 infrastructure.

POP25 Over the Air Programming (OTAP)

All proposed radios can optionally provide the County with the functional and cost benefits of Motorola Solutions' Programming-Over Project 25 (POP25) over-the-air programming (OTAP) technology. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air.

Broward County's radio users will be able to continue working in the field while their radios are updated to the most current configuration. Voice communications have priority during programming. Please reference Motorola Solutions OTAP advantages in prior section. OTAP is an optional feature available on all proposed portable and mobile radios.

Outdoor Location Solution

Motorola Solutions' Outdoor Location Solution is offered on the ASTRO 25 Trunking Integrated Voice & Data (IV&D) System. It uses Global Positioning System (GPS) Satellites to provide the location of personnel and vehicles which can be fed to a map based location application to provide dispatch operators with an invaluable tool for managing and tracking personnel and resources. The ability to locate users in a mission critical situation dramatically increases user safety while improving resource allocation and responsiveness.

ASTRO Outdoor Location Server: Unified Network Services (UNS)

The Motorola Solutions Unified Network Services (UNS) application acts as a gateway for the location, telemetry, and presence information from the ASTRO radios and transfers data to back office applications. It simplifies the integration process for developers by receiving in disparate GPS protocols and translating them into a unified protocol out to the third party application. Additionally, it provides for intelligent routing of messages to the devices, and thus lowers traffic over the network.

ASTRO Presence

The Presence functionality within UNS provides the presence and absence information of subscriber radios to any compatible data applications located in the Customer Enterprise Network (CEN).

It interfaces with data applications and subscriber radios using User Datagram Protocol/Internet Protocol (UDP/IP). This allows the dispatcher to know whether or not a subscriber unit is powered on or off or located somewhere within the radio network.

Location Application Programming Interface (API)

The ASTRO 25 Location Application Programming Interface (API) contains all the necessary interface documentation that a third party application developer needs to receive location, telemetry, and presence data from the UNS. The API pushes data messages containing location, telemetry, and presence information in near real time to the third-party application and allows support for remote commands through a set of messages that can be sent to the mobile units.

ASTRO 25 Enhanced Data

ASTRO 25 voice systems have been building to portable grade coverage specifications for several years. The ASTRO 25 system provides all of the components and the wide-area system coverage necessary to perform a mobile and portable GPS reporting function. Motorola Solutions understands the customer's needs to poll for location data more frequently. Constant tracking of the locations of all field personnel has been a need for the Public Safety sector for a long time. Next generation of ASTRO 25 Integrated data benefits will provide the following benefits:

- Provide outdoor location data for all of the users with a faster polling rate.
- Increased AVL and telemetry capacity as compared to Classic P25 Integrated Data.
- Ability to have "protected", data only, Enhanced Data channels.
- Ability to prioritize data over non Emergency voice calls on Enhanced Data channels.

Enhanced Data exceeds today's P25 standards of 50 radios reporting at a 2 minute cadence. It has the potential to pull GPS coordinates for 500 radios per enhanced data channel at a 2 minute cadence (or 150 at 30 seconds, or 75 at 15 seconds). This is up to 12 times more efficient than the P25 standard and critical for optimum performance. Please note that this reporting rate of 30 seconds per user is based on specific channel criteria such as user loading, channel availability and other message traffic on the Enhanced Data channel(s).

PremierOne CAD Integration

ASTRO 25, APX series radios and PremierOne CAD have true integration benefits to benefit all users such as:

- APX Texting:
 - Send and receive messages to APX radios.
 - Query databases from APX radios.
 - Receive dispatch information to APX radios.
 - Administer Status updates with APX radios.
- Unit Location:
 - Allows APX radios to be placed onto CAD MAP.
 - GPS Cadence received directly with PremierOne CAD.
 - GPC location services work with Portable and Mobile radios:
 - ◆ Ability to track vehicles and individuals.
- GeoFence creation aids in incident command.

APX RADIO MANAGEMENT AND PROGRAMMING

Motorola Solutions' Radio Management is an optional solution unique to Motorola Solutions APX subscriber radios and Motorola Solutions ASTRO 25 infrastructure that comprehensively manages radio configuration and subscriber radios, and will dramatically reduce the Total Cost of Ownership.

Key Radio Management Features include:

- Radio Inventory.
- Centralized Radio Configuration and Codeplug Management.
- Automated Radio Updates of BOTH Codeplugs and Software Flash Versions.
- Only Motorola Solutions Infrastructure can Batch Program Motorola Solutions APX Radios over a P25 System.
- No Missed Calls with OTAP due to Voice Priority with Motorola Solutions' Infrastructure.

Motorola Solutions' Radio Management tool simplifies the configuration and management of radios. With an order of a Motorola Solutions radio, an electronic order with the serial number is generated. The serial numbers from the electronic order can then be entered into the Radio Management application. The radios associated with the serial number can then be assigned a codeplug template in the Radio Management Application, and a job can be scheduled to program the radios. Once the radios arrive, a group of radios can be programmed at one time. Radio Manager will track which radios have been successfully programmed.

When codeplug updates occur, the radio codeplug database is stored on a cloud server. This allows remote programmers to access and program radios, and share codeplug templates across multiple radios. Changes to codeplug templates can be automatically applied to all affected radios. Radio programming jobs can be scheduled ahead of time. The programming of radios can occur via a USB port on a PC on the LAN/WAN network or with Over The Air Programming (OTAP) on an ASTRO 25 radio network.

The APX Radio Management application can program up to 16 radios at one time and track which radios have been successfully programmed, providing a clear view of the entire radio fleet and a codeplug history for each radio.

Radio Management batch programming of APX radios via OTAP can only occur with a Motorola Solutions ASTRO® 25 Project 25 system, which has voice priority over data, so a user's call, emergency notifications or critical communications will not be interrupted with OTAP. Should an OTAP session be interrupted with communications, programming will resume after the call without the need to restart, expediting the process.

APX INTEROPERABILITY AND COMPATIBILITY

Motorola Solutions APX subscribers offer the highest degree of interoperability and compatibility.

Trunking Support

All Motorola Solutions high-performance mobile and portable radios are compatible with the Project 25 Phase II standards for TDMA digital trunking. They all support conventional analog and digital operation, as well as trunked digital operation in the same radio. In addition, they support Project 25 features for interoperability with systems from both Motorola Solutions and other manufacturers. They are ideally suited to situations where County users and agencies need instant interoperability on different systems.

Backwards and Forwards Compatibility

Motorola Solutions' current P25 radio portfolio is designed with both backwards and forwards compatibility. The radios in our portfolio have been designed to operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, and can also operate on systems using Motorola Solutions Project 16 analog trunking, SMARTNET, SmartX and SmartZone technology.

Project 25 Phase 1 FDMA and Phase 2 TDMA Operation

The APX mobile and portable radios can operate in both Project 25 Phase 1 FDMA and optionally Project 25 Phase 2 TDMA trunking modes.

Using Motorola Solutions' unique Dynamic Dual Mode (DDM) capability, APX radios can dynamically switch between FDMA and TDMA without the user having to change channels. This provides interoperability on demand with existing and future networks.

Interoperability in 700/800 MHz and VHF Frequencies

APX multi-band radios can operate on both 700/800 MHz, VHF and UHF frequencies to enable instant interoperable communications for improved coordination, response, and first responder safety. In addition, this provides an easy way to seamlessly transition from the County's legacy SmartZone system to a new ASTRO 25 system.

In mission critical situations, agencies from different jurisdictions often operate on different frequency bands – requiring personnel to carry two radios in order to communicate with one another. With dual/all-band APX portable and mobile radios, the County users and agencies can purchase one radio for instant communication over multiple frequency bands. This eliminates the need for field users to carry multiple radios, and reduces the amount of equipment that must be maintained and installed.

APX COMPLIANCE TO STANDARDS

Motorola Solutions recognizes the importance of P25 standards development and follows the P25 standard documents to ensure interoperability of our system and subscriber equipment with system and subscriber equipment of other P25 compliant manufacturers.

Motorola Solutions' ASTRO 25 network and APX subscribers conform to all applicable P25 specifications as outlined in Motorola Solutions P25 Conformance documents.

MOTOROLA SOLUTIONS APX TECHNOLOGY - DETAILS

APX Series Vocoder — Audio Engineering Design Principles

Motorola Solutions' audio engineering design begins with Digital Signal Processor (DSP) technology, with added custom high-power loudspeakers and precise acoustic microphones to achieve outstanding noise cancelling, exceptional loudness and clarity, and unparalleled intelligibility for mission critical communications.

Motorola Solutions APX series vocoders use the new AMBE+2 Vocoder per the P25 Phase 2 standard.

- P25 vendors utilize the IMBE or the AMBE+2 vocoders from DVSI.
- AMBE+2 is a new vocoder and is required for all new P25 Radios.
- AMBE+2 Comes with Noise Suppression Algorithm.
- IMBE and AMBE+2 are fully compatible.

APX Durability

Durability is central to the design of Motorola Solutions radios – For example, due to the way the battery slides into the frame of the radio instead of simply clipping onto the back, Motorola Solutions APX portable radios can survive larger drops and not lose power.

In addition to standardized testing, Motorola Solutions has meticulously engineered these radios to survive the harshest of durability and environmental tests, including: numerous drops onto concrete with the same radio, vibration, extreme temperature fluctuations, humidity, electric discharge, repeated button presses, screen impacts, and more.

These tests are all performed sequentially with the same radio having to go through and pass all test before a passing grade is achieved. All this cumulates into a rugged radio that the County's first responders can rely on no matter the circumstances.

Motorola Solutions public safety radios meet applicable Military Specifications 810, C, D, E, F, and G. Using MacroBlend housing material, they are designed to survive severe shock and vibration, and exposure to damaging environments such as temperature shock, salt fog, UV radiation, dust, blowing rain, and electrostatic discharge (ESD).

Motorola Solutions radios are tested and exposed to extreme conditions to simulate years of abuse. We also perform functional and parametric testing to verify that the radios still work after they are exposed to the environment. Our testing standards and methods include:

- Military Specification MIL-STD 810 C, D, E, F, G.
- European "IP" specs.
- Motorola internal 12M specifications.
- Motorola Accelerated Life Tests.

Motorola Solutions' internal 12M specifications are more stringent than industry-standard testing. For example, Military Specifications for a drop test calls for the unit to be dropped onto a plywood surface. Motorola Solutions' drop tests utilize a steel landing surface, which increases the severity of the test. It is Motorola Solutions procedure that each test unit should be subjected to every environmental test, rather than using a different unit for each test. This ensures that our radios perform to specification regardless of the amount and type of abuse they receive.

Motorola Solutions goes well above and beyond standard durability testing and performs a large suite of APX Accelerated Life Tests on each model subscriber radio. A subset of these tests include:

- Temperature Cycle (-30 to +60 C/3 Days).
- Temperature Shock (-40 to +85 C/2 Hours).
- Portable and Mobile Vibration.
- 40G Crash Test for Mobile Mounting.
- Electrostatic Discharge.
- Solar Radiation (120F/Vehicle Dash/8 Hours).
- Portable Drop (4 Feet/Steel Plate/All Sides/64x).
- Steel Ball Drop (1 Meter).
- Water Immersion (2 Meters/2 Hours).
- Salt Fog.
- Dust Chamber (MS Limestone, 2 Hours).
- Driven Rain (60 Kmph).
- Truck Bed Packaging Vibration and Drop Test (Freeze/6 Sides/8 Corners).

Motorola Solutions performs rigorous testing and subjects each model radio to unrealistically harsh conditions for one reason – to ensure that the County's users responders can trust their radio to perform when they need it most.

APX ADVANCED HARDWARE FEATURES

Motorola Solutions offers a large number of standard and optional hardware features to enhance the usability of APX radios for the County's users. These hardware features include:

GPS Location

Integrated GPS receiver can transmit the outdoor location of an individual or vehicle to map-based location software. Motorola Solutions APX series radios feature GPS internal to the portable radio – users do not depend on an external RSM for GPS to function.

Enlarged Buttons

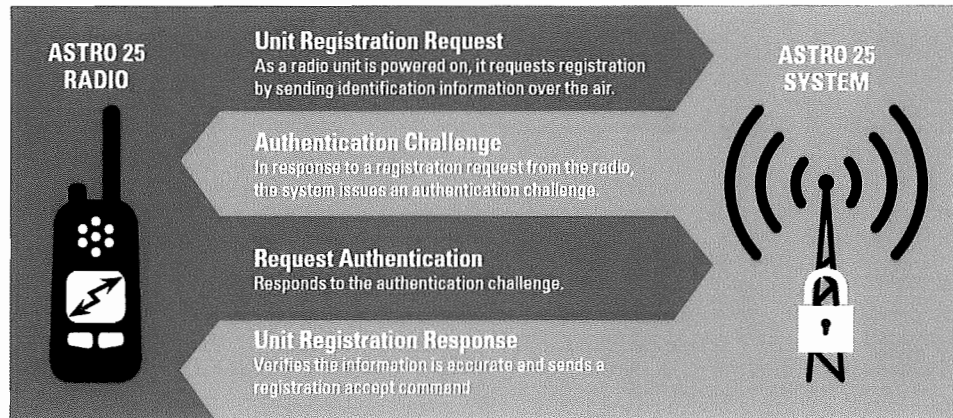
Enlarged and ergonomic emergency button, PTT button, display, and keypad controls. Increased spacing between controls increases ease of use for users. Optional XE series for added robustness and ergonomics with gloves.

Color Display

Resists scratches, wear and tear, and tested for durability against cracks. Optimized to provide contrast without glare and provide increased viewing from angles.

Radio Authentication

Providing an extra, secure level of verification every time a radio registers onto a system.



Mission Critical Wireless

A unique Bluetooth solution that provides an encrypted link to high performance accessories and applications to support different mission critical environments. Supports commercial off the shelf (COTS) and personal area network (PAN) devices. Motorola Solutions APX series radios include Bluetooth functionality for the County users and agencies. No additional costs are required for the County's users and agencies to utilize Bluetooth functionality.

APX ADVANCED SOFTWARE FEATURES

Motorola Solutions offers a large number of standard and optional software features to enhance the usability of APX radios for the County's users and agencies. A handful of these software features are summarized below.

Radio Profiles

Radio profiles enable users to customize their radios' interface to their environments and activities, including the radio's default audio level, lighting and tone alerts. For example, a user in bright sunlight or high-noise environments can increase the lighting or audio level or if the user is conducting ongoing, covert surveillance, they can create a profile that provides lower lighting with subdued alert tones and audio.

Intelligent Lighting

Motorola Solutions APX radios can offer a high resolution display that uses color and lighting to indicate radio mode, potential emergencies, or specific events. Intelligent lighting is a standard feature that enables users to see critical information at a glance, regardless of the amount of ambient lighting.

In addition, the following software features are available:

- **Text Messaging** – Offers a freeform or canned messaging solution so you can efficiently and discreetly send and receive messages to and from subscribers or dispatch operators.
- **Unified Call List** – Consolidates all call lists underneath one unified list so you can easily access all information associated with a particular contact.
- **Voice Announcement** – Allows users to navigate through channels, talkgroups, and zones in the radio while an audible, pre-recorded voice file provides a description of the selected channel or zone. Standard feature on all model radios.
- **P25 TDMA Capable** – Provides twice the voice capacity, so you can add more users to your system without the need for additional frequencies or infrastructure.
- **Multiband Operation** – Multiple frequency bands supported with best-in-class transceiver specifications and performance.
- **Seamless Scan** – Seamless scanning of multiple protocols including FDMA and TDMA systems and multiple RF bands.
- **Enhanced Data** – Enhanced Data provides up to 12x higher data throughput than traditional classic P25 Data. Enhanced Data supports rapid GPS reporting cadences with up to 150 radio users reporting GPS status every 30 seconds – in a single radio channel. Provides for substantial savings on infrastructure cost for Land Mobile Radio data communications, and enables new higher-throughput data applications on mobile radios.
- **Site-Selectable Alert** – Continuous tones sent to alert sites of evacuation of sites, vehicle stops, fire-hall alerting, or other pre-determined actions.

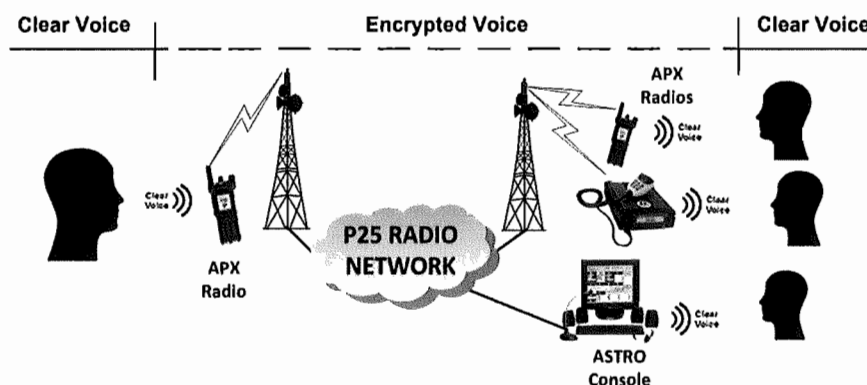
APX END-TO-END VOICE ENCRYPTION

The Subscriber Equipment offers unsurpassed encryption and information privacy mechanisms, going beyond the required standards. The Motorola Solutions APX family of radios all utilize the Motorola Advanced Cryptographic Engine (MACE). The MACE has the capability to not only store the County's encryption keys but will also protect those keys from being accessed by unauthorized users through physical or electronic means. This capability allows the APX Family of Radios to meet Federal Information Processing Standard Publication (FIPS) encryption standards FIPS 140.2 Level 3 and FIPS 197. The radios support multi-algorithm Project 25 and legacy encryption capabilities, including AES and optionally DES / DES-XL / DES-OFB / DVP-XL / ADP for increased interoperability with other systems.

Encryption and decryption services are provided by the system's secure endpoints: consoles, logging interfaces, and field radio units. Communications remains completely secure between the source and the destination. No decoding of information occurs at any other intermediate point along the communications path, ensuring a much higher level of security. Encryption keys are distributed to consoles and subscribers, and that is the only place the audio is decrypted

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To increase the effectiveness of encryption, users have the ability to be able to update encryption keys while radios and their users can stay in the field. Motorola Solutions' over-the-air rekeying (OTAR) feature offers the users the benefit of real-time, ongoing security for deployed APX subscribers.

APX END-TO-END DATA ENCRYPTION

The optional Encrypted Integrated Data (EID) feature adds security to data sent between a radio and an agency data application (eg. data server, wireless applications, GPS location updates, etc). In other words, any packet data flowing to or from a radio are ciphered and then deciphered in the radio and Customer Enterprise Network (CEN) premises. This solution ensures that agency data sent wirelessly is secure and immune to compromise throughout the entire route, secured using AES or other selected APX encryption algorithm from end to end.

APX TRANSMITTER AND RECEIVER PERFORMANCE

Motorola Solutions APX portables and mobiles offer industry-leading transmitter and receiver performance specifications. The end result is simple – increased coverage and better audio for end users.

Paired with a Motorola Solutions trunked simulcast radio system, users can be assured of uncompromising coverage and audio performance from APX subscribers.

APX 4000 PORTABLE RADIOS

The APX 4000 provides users with a feature-rich portable radio with a unique form factor in a compact and rugged design. The APX 4000 operates on both Project 25 Phase 1 and Phase 2 TDMA trunking systems. The radio also operates on analog and Project 25 conventional systems. The APX 4000 is the smallest and lightest P25 Phase 2 TDMA radio on the market.

The APX 4000 portable can be ordered in two different models; the APX 4000 Model 2 (front display and limited keypad) and a Model 3 (front display with full keypad). The portable can support a variety of software capabilities & features to best meet your user's needs.

The APX 4000 offers the voice and data capabilities with a color display and speaker in a compact, rugged design.

APX 4000 Model 2 Features

- Top-mounted orange display.
- Three programmable side buttons for easy access features.
- Push-to-talk button designed for easy activation.
- Rugged GCAI accessory connector for improved audio accessories.
- Alphanumeric display featuring 3-line x 14-character, 1 line of icons, and 1 line of soft menu.
- 3 x 2 keypad to navigate through menus.
- Cellular-style user interface and color display.
- Easy access emergency button.
- Meets Military Specs 810 (C, D, E, F and G).

APX 4000 Model 3 Features

The Model 3 has all the features as the Model 2 with the addition of a 3 x 6 keypad with up to 24 programmable soft keys utilizing the navigational button.

*Due to its unique design the APX 4000 portable radio is compatible with existing APX remote speaker microphones (RSM), display RSM, and existing APX customer programming software (CPS) and programming cables. It is not compatible with public safety microphones (PSM) and supports a different set of batteries and chargers than the APX6000 and APX8000 radios.

The APX 4000 portable supports the following APX advanced feature sets.

Advanced Data Capabilities

With Integrated Voice & Data (IV&D), the APX 4000 can be utilized for various applications:

- **Programming over Project 25 (POP25)** – Motorola Solutions' POP25 solution allows subscriber radios to be programmed over the air via ASTRO 25 systems, while remaining in the field.
- **Text Messaging** - Text messaging offers a free form or canned messaging solution so that users can efficiently send and receive messages to and from subscribers or dispatch operators.
- **Integrated GPS** – The Integrated GPS receiver can transmit the outdoor location of the portable to a map-based location application.

Technology Rich

The APX 4000 radios are designed with advanced hardware components that allow for the following features:

- **Multiple Protocols for Enhanced Interoperability** – The APX Series radios support Analog, Digital Conventional, P25 Phase 1 FDMA, and P25 Phase 2 TDMA.
- **Seamless Scan** – Seamless scanning of multiple protocols including FDMA and TDMA systems.

Advanced Software Features

The advanced software features listed below allow for easy and efficient usability and configuration of the subscribers:

- **Intelligent Lighting** – Intelligent lighting uses color to notify the user of the radio mode, triggered emergencies, or specific events. Color alerts provide information at a glance.
- **Radio Profiles** – Radios can be configured with multiple user-selected or automated operating behaviors, such as audio level, lighting and tones. Whether on surveillance or working in bright sunlight, the user can customize settings as needed with these radio profiles.
- **Unified Call List** – Consolidates all call lists underneath one unified list. Users can easily access all information associated to a particular contact.
- **Adaptive Dual-Microphone Noise Reduction** – An intelligent dual-microphone noise cancellation implemented to aggressively reduce background noise, source location, or microphone used during the transmission.

APX 4500 MOBILE RADIO

The APX 4500 brings together powerful technology in a compact, rugged, mobile radio. Its control head can be used in either dash-mount or remote-mount configurations, and offers the following user interface features:

- O2 control head support.
- Can be ordered with a 3 x 6 keypad microphone accessory with three programmable soft keys.
- Four programmable soft key buttons and five scroll-through menus with up to 20 programmable soft keys, utilizing the navigational button on the keypad microphone only.
- Dual function knob that supports both channel selection and volume control.
- Recessed orange emergency button.
- Meets Military Specs 810 (C, D, E, F and G).

Outlined below is a list of the various features and benefits specific to the APX 4500 mobile.

Enhanced Interoperability

The APX 4500 series supports the following system and operational modes, and capabilities:

- Motorola SmartZone trunking.
- Project 25 Phase 1 FDMA trunking.
- Project 25 Phase 2 TDMA trunking.
- 12.5/20/25 kHz bandwidth receiver – analog capable.
- 12.5 kHz bandwidth receiver – digital capable.

The APX 4500 is a single-band mobile offering that supports operation on either Motorola SMARTNET/SmartZone trunking or APCO Project 25 (FDMA and TDMA)

trunked systems. However, it cannot be programmed to support both 3600 & 9600 system types at the same time.

Operating Modes and Features

The APX 4500 series supports 512 talkgroups/modes as well as the following features and functionality:

- Conventional channels.
- Talk-around channels.
- Supports up to 20 trunking systems, and 100 personalities.
- Scan and priority scan available.
- Dynamic regrouping capable.
- Call-alert paging and individual call.
- Transmit or receive by Unit ID or alias.
- Features share the unified call list.

Encryption Capabilities

The APX 4500 supports multiple encryption algorithms including software-based and FIPS-approved UCM-based solutions.

- AES.
- Single-algorithm/multi-key support.
- Minimum of 48 encryption keys/radio with the multi-key option.
- Hardware and software encryption (ADP).
- FIPS 140-2 Level 3 certification with AES encryption module.

Data Capabilities

The APX 4500 uses ASTRO 25 infrastructure's Integrated Voice & Data capabilities to support the following optional data applications:

- Over-the-Air Programming (POP25).
- Integrated GPS for personnel location.
- Text Messaging.

APX 6000 PORTABLE RADIOS

The APX 6000 is Motorola's fourth-generation P25 portable and was designed with direct input from first responders. Engineered with high performance technology and utilizing innovative designs, the APX 6000 provides users with an ergonomic and rugged device that delivers superior audio performance with real-time information in a smaller package. The APX 6000 is easy to use, allowing personnel to focus on their job at hand, rather than the technology. In addition, the APX 6000 equips first responders with the clearest audio of any Motorola Solutions portable on the market.

The APX 6000 comes standard with IP67 submersibility (1m/30mins) and is upgradable to Delta T submersibility (2m/2hrs). The APX 6000 offers yellow or green color housing options, as well as the standard black housing.

The APX 6000 offers voice and data capabilities with a color display, top display, keypad, and best-in-class audio in a compact rugged design. Its unique T-Grip form factor provides secure and easy handling. The APX 6000 portable can support a variety of software capabilities and feature sets to best meet your radio user's needs, and is available in three different models:

- Model 1.5 (top display).
- Model 2.5 (Dual-Display and limited Keypad).
- Model 3.5 (dual display with full keypad)

APX 6000 Model 1.5

The Model 1.5 is equipped with the following features:

- A monochrome LCD top-mounted display with 1 line/8 characters and one row for icons.
- Large angled Volume On/Off knob and large Channel selector knob for easy gloved operation.
- Top-mounted orange emergency button.
- Three programmable side buttons for easy feature access.
- Large Universal Push-to-Talk button backlit for easy activation.
- Rugged GCAI accessory connector for improved audio accessories.
- Meets Military Specs 810 (C, D, E, F and G).

APX 6000 MODEL 2.5

The Model 2.5 has all the features that are included in Model 1.5, with the addition of the following:

- Alphanumeric display with 4-line, 14-characters and 2 rows for icons.
- 3 x 2 keypad to navigate through menus.
- Cellular style user interface and color display.
- Easy Access Emergency Button.

APX 6000 MODEL 3.5

The model 3.5 has all the features that the model 2.5 has with the addition of the following features:

- 4-line, 14-character, with 2 rows for icons alphanumeric display.
- 3 x 6 keypad, with up to 24 programmable soft keys.

APX 6000 offers various benefits, feature sets and capabilities. Outlined below is a list of the various features and benefits specific to all APX 6000 portable radios.

System Compatibility and Supported Operation Modes

The portables support the following system and operation modes and capabilities:

- Clear or encrypted APCO Project 16 SMARTNET/SmartZone systems.
- Project 25 Phase 1 FDMA and Phase 2 TDMA trunking systems.
- 3600 and/or 9600 band trunking interoperability.
- 12.5/30/25 kHz bandwidth receiver – analog systems.
- 12.5 kHz bandwidth receiver – digital systems.
- 6.25e TDMA.

Operating Modes and Features

The APX 6000 portables supports up to 870 talkgroups/modes. In addition, the following features and functionality are offered:

- Conventional channels.
- Talk-around channels.
- Can support up to 35 trunking systems, and 200 personalities.
- Scan and Priority Scan available.
- Dynamic Regrouping capable.
- Call-Alert Paging and Individual Call:
 - Transmit or Receive by Unit ID or Alias.
 - Features share the Unified Call List.
- Maximum of 1500 aliases.

Unsurpassed Encryption Capabilities

The APX 6000 supports single encryption algorithm, including both software-based and FIPS approved UCM based solutions:

- Multi-Algorithm/Multi-Key Support.
- Tactical OTAR and P25 OTAR capability
- Minimum of 64 Encryption Keys/Radio.
- Hardware and Software Encryption:
 - 40kbit RSA Software Encryption (ADP).
 - Type III/IV Hardware UCM Encryption.
 - FIPS140 Certification with Encryption Module.

Optional Data Capabilities

With the integrated voice & data (IV&D) standard option the APX 6000 can support the following data applications:

- Over-the-Air Programming (POP25).
- Integrated GPS for personnel location.
- Text Messaging.

APX 6500 MOBILE RADIO

The APX 6500 P25 mobile allows users to choose from 4 control heads; mid- and high-power models and multiple installation configurations in an easy-to-install design.

APX 6500 mobiles support multiple configurations to best support installation requirements and user needs.

- Easy and efficient serviceability – The high-power mobile's new trunion design provides secure engagement, it also includes a new handle design that allows the radio to be removed without having to remove the cables.
- Enhanced Interoperability – System Compatibility & Supported Operation Modes.



APX 6500 Mobile Radio

The mobiles support the following system and operation modes and capabilities:

- Clear or encrypted APCO Project 16 SMARTNET/SmartZone systems.
- Project 25 Phase 1 FDMA and Phase 2 TDMA trunked systems.
- 3600/9600 systems interoperability.
- 12.5/20/25 kHz bandwidth receiver – analog capable.
- 12.5 kHz bandwidth receiver – digital capable.
- 6.25e TDMA.

The APX 6500 supports up to 870 talkgroups/modes, as well as the following features and functionality:

- Conventional channels.
- Talk-around channels.
- Can support up to 50 trunking systems, and 100 personalities.
- Scan and Priority Scan available.
- Dynamic Regrouping capable.
- Call-Alert Paging and Individual Call:
 - Transmit or Receive by Unit ID or Alias.
 - Features share the Unified Call List.
- Maximum of 1500 aliases.

The APX 6500 supports multiple encryption algorithms, including software based and FIPS approved UCM based solutions.

- ADP/AES/DES/DES-XL/DES-OFB/DVP-XL.
- Multi-Algorithm/Multi-Key Support.
- Over the Air Encryption Key Management OTAR.
- Tactical OTAR and P25 OTAR capability
- 96 Encryption Keys/Radio.
- Hardware and Software Encryption:
 - 40kbit RSA Software Encryption (ADP).
 - Type III/IV Hardware UCM Encryption.

- FIPS140 Certification with UCM Module.

The APX 6500 uses ASTRO 25 infrastructure's Integrated Voice & Data capabilities to support the following optional data applications:

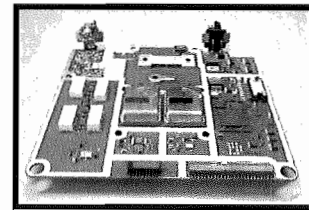
- Over-the-Air Programming (POP25).
- Integrated GPS for personnel location.
- Text Messaging.

APX 7500 MOBILE RADIO

The APX 7500 offers all of the communications features and benefits of our APX line of radios in an easy-to-install design.

Reliable Construction

The APX 7500 mobile platform dramatically improves reliability by reducing the number of discrete parts and connectors. Side connectors with hard gold contacts molded into plastic eliminate loose wires and parts, and radial silicone seals protect the internal components. The radio housing is ultrasonically welded to distribute impacts over the entire area of the radio and additional adhesive layers and gaskets prevent water intrusion.



The APX has hard gold contacts molded into plastic to eliminate loose wires and parts

Easy Vehicular Installation and Serviceability

There are two models of the APX 7500: the APX 7500 Mid-Power and APX 7500 High Power. The Mid-Power version is designed to maintain the same mounting footprint as the XTL mobile radio. This makes them easy to install and allows reuse of mounting holes and cables. The High Power version's trunion was completely redesigned to include installation guides and rails, better engagement into the tray, and enhanced handle grip. This enables the radio to be removed and installed easily and quickly, without removing the cables.

All APX 7500 mobile radios can be equipped with 12 character RFID optional tags, which provide a fast, accurate way of obtaining valuable asset tracking information without having to uninstall the radio.

Multiple Control Heads

Each APX 7500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available on the APX7500: the O2, O3, O5, O7, and the O9.

APX 7500 CONSOLETTES

Motorola's APX 7500 consolette, shown in Figure 1 provides high-tier mobile features, designed in a compact, specialized housing, with a built-in power supply.



Figure 1: Full Front Panel w/O5/Keypad/Clock/VU—L999 Model

APX 7500 Consolettes

The APX 7500 mobile supports a control station configuration including:

- Base-mount with enclosure.
- Desktop use or rack mountable.
- AC or DC powered with power cable.
- Internal speaker.
- Tone remote, digital remote or local control.
- Full front panel display with keypad, clock, and VU meter (L999 model).
- Limited front panel display with clock and VU meter (L998 model).

Consolettes are ideal for local law enforcement, utility, and transportation users who need a low cost desktop control station or wireless dispatch solution. These consolettes can also be used as an emergency backup station, a low-cost dispatch center for local agencies, and as a fire station alerting system. They are offered in local, tone remote, and digital remote control configurations.

Please note that the consolette AC power supply does not contain circuitry for charging a battery to provide back-up power for the consolette. Motorola Solutions recommends operating the consolette via AC power and UPS, or by DC power from an external DC power system with battery back-up power.

APX 8000 PORTABLE RADIO

With four RF bands and multi-mode system access, the APX 8000 allows users to communicate across borders using a single device. Use analog MDC 1200 or digital P25 mode, conventional or trunked operation, SMARTNET or SmartZone legacy systems, clear or secure - all across 7/800MHz, VHF and UHF Range 1 & 2 bands.

Adaptive Audio Engine

Whether it's loud or windy, whether you whisper or yell, the APX 8000 adaptive audio engine and ultra-loud speaker brings clarity into every conversation. The radio dynamically changes the level of noise suppression, microphone gain, windproofing, and adaptive speaker equalization to consistently produce the loudest, clearest audio in any environment.

Comfortable Design

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, from your holster to your grip. The aggressive T-shape makes the radio easier to grip, even with wet or slippery hands. It contains four radio bands and a flexible, all-band antenna.

Rugged and Durable

The APX 8000 has a water-tight seal, drop-resistant dual battery latch, pressure-tested tempered glass display, and a shock-absorbing aluminum alloy endoskeleton, ensuring that the APX 8000 is ready for unpredictable environments. It can survive 2 meter water submersion for 2 hours, the MIL-STD 810 C, D, E, F, G procedures, and Motorola's renowned Accelerated Life Test.

Models Available for the APX8000

The APX 8000 is available in three models.



Model 1.5
Top Display



Model 2.5
**Top and Front Display with
Limited Keypad**



Model 3.5
**Top and Front Display
with Full DTMF Keypad**

The **Top Display** (Model 1.5) features:

- Up to 3000 Channels.
- Full Bitmap Top Display:
 - 1 line of icons.
 - 1 line x 8 characters of text.
 - Multi-color backlight.
- No keypad.
- Buttons & Switches:
 - Large PTT Button.
 - Angled On/Off volume control.

- Orange emergency button.
- 16-position top-mounted rotary switch.
- 2-position concentric switch.
- 3-position toggle switch.
- 3 programmable side buttons.

The **Top and Front Display with Limited Keypad** (Model 2.5) includes all the features of the Model 1.5, plus the following:

- Full Bitmap Display:
 - 2 lines of icons.
 - 4 lines x 14 characters of text.
 - 1 menu line x 3 menus.
 - White backlight.
- Backlit Keypad:
 - Home and Data buttons.
 - 3 soft keys.
 - 4 direction navigation key.

Finally, the **Top and Front Display with Full DTMF Keypad** (Model 3.5) includes all the features of the Model 2.5, with the addition to a 4x3 DTMF keypad.

APX XE PORTABLE RADIOS

APX Variants: XE (Extreme Edition) Series Product Advantages

The XE Mission Extreme feature addition to the APX radio line provides Fire Departments with the level of ruggedization and survivability needed in the especially harsh environments seen by Fire first responders. Motorola Solutions has included several key new innovative features to enhance personnel safety.

The APX XE series of radio solutions provides extreme rugged and ergonomic design with innovative features developed specifically for the fire market to enhance personnel safety in extreme environments.

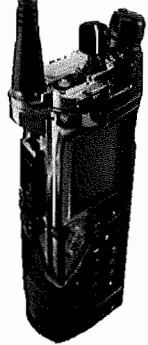
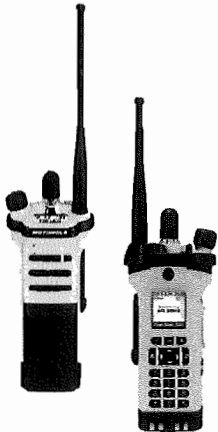
Fire-Centric Audio Enhancements

- New Extreme One Sided Audio Profile:
 - A unique audio profile with noise reduction algorithms and filters specifically designed for the most challenging of noise environments.
- Enhanced Dual Microphone noise-cancelling.
- Adaptive and fast acting dual-sided design that allows effective noise reduction regardless of what microphone the user is talking into.
- Loudest Audio Output with least distortion.
- Large 1Watt Rated Speaker that delivers clarity 50% louder than typical P25 Radios.

Fire-Centric Ergonomic Enhancements

- Protective Bumper Ring.
- Exaggerated Knobs and Controls.
- PTT/Side Button design changes for Improved Gloved Operation:
 - Larger Ridge/Increased Texture.
 - Larger programmable side buttons.

APX XE™ - DESIGNED TO BE STRONG AND SAFE FROM THE INSIDE OUT

RUGGED BODY DESIGN	• High-strength aluminum alloy chassis • Sealed endoskeleton keeps liquids out • Durable plastic outer housing resists high-impact shocks and drops • Ensure the right radio goes with the right responder with optional colored housing	 APX ENDOSKELETON CUTAWAY 
ROBUST SPECIFICATIONS	• Meets or exceeds stringent MIL-STD specifications • High impact display for quick, easy reading • Rugged option available	
EXTREME ERGONOMIC DESIGN	• Exaggerated controls provides assurance and ease of use for gloved hands • Rugged design to withstand harsh environments • Enlarged top display with intelligent lighting provides information at a glance • Superior RF and Factory Mutual (FM) specifications	
EXTREME AUDIO	• Extreme Audio Profile delivers increased noise suppression in loud Fireground environments • 2 microphone design for exceptional noise cancelling • Equipped with latest AMBE digital voice vocoder • 1w speaker class d amplification provides loudest radio on the market*	
INNOVATIVE TECHNOLOGY	• Project 25 Phase 2 technology provides twice the voice capacity • Multiband operation for seamless interoperability* • Backwards and forwards compatible with all Motorola ASTRO Mission Critical radio systems • Mission Critical Wireless and GPS capable • Capable to support future to support applications such as man down	

- Rubber over mold for improved grip.
- Redesigned speaker grill for improved water porting.
- Larger emergency button.
- Taller top display for larger fonts.

Video Demonstrations of APX XE Series Performance

The following URL provides a video presentation which illustrates the advantages of APX XE series radio equipment with compelling live demonstrations of APX audio performance:
<http://video.motorolasolutions.com/video.aspx/motorola-s-apx-xe-remote-speaker-microphone/1094198138001>.

In an effort to deliver optimal intelligible audio in the presence of high background noise, the use of “Best Practices” as defined by the International Association of Fire Chiefs (IAFC) along with optimal Customer Programming Software (CPS) audio settings in the radio, have also shown to be very beneficial in delivering improved communications.

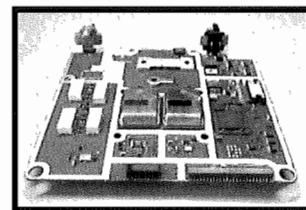
The following URL provides additional best practices for Fire agency users with Motorola APX XE series radios which have been presented to the International Association of Fire Chiefs:
<http://video.motorolasolutions.com/video.aspx/say-it-loud-and-clear/2203239567001>.

APX 8500 MOBILE RADIO

The APX 8500 offers all of the communications features and benefits of our APX line of radios in an easy-to-install design. The APX 8500 includes four RF bands and multi-mode system access. The APX 8500 is designed to communicate across borders using a single device. The interoperability of the APX 8500 allows users to employ analog MDC 1200 or digital P25 mode, conventional or trunked operation, SMARTNET or SmartZone legacy systems, clear or secure; all across 7/800MHz, VHF and UHF Range 1 & 2 bands.

Reliable Construction

The APX 8500 mobile platform dramatically improves reliability by reducing the number of discrete parts and connectors. Side connectors with hard gold contacts molded into plastic eliminate loose wires and parts, and radial silicone seals protect the internal components. The radio housing is ultrasonically welded to distribute impacts over the entire area of the radio. Additional adhesive layers and gaskets prevent water intrusion.



The APX has hard gold contacts molded into plastic to eliminate loose wires and parts

Easy Vehicular Installation and Serviceability

The APX 8500 is a mid-power version mobile radio, designed for ease of installation. All APX 8500 mobile radios are equipped with 12 character RFID tags, which provide a fast, accurate way of obtaining valuable asset tracking information without having to uninstall the radio.

Multiple Control Heads

Each APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available: the O2, O3, O5, O7 and O9. The O2, O3, and O7 are available in dash mount and remote mount configurations. The O3 and O9 are available in remote mount configurations only, and have a screen and keypad for detailed data inputs.

APX ACCESSORIES

Remote Speaker Microphones (RSMs)

Motorola Solutions APX RSMs and PSMs deliver audio that is clearer, easier to understand, and up to 50% louder than XTS-series RSMs. That's because they have the same speaker found in our APX portable radios – for the best-in-class accessory audio available.

Some RSMs feature leading-edge IMPRES technology which communicates with the APX radio to help suppress ambient noise, improve voice intelligibility, and amplify loudness — even in noisy situations and difficult weather. Broward County agencies can rely on Motorola Solutions RSMs to carry on a conversation clearly even with traffic rushing by or pumper trucks running.

Shows Information Instantly

Select from a variety of models, including RSMs with a display. These easy-read screens let users see zone and channel information at-a-glance. Since the display mirrors the one on top of the portable, it delivers the information users need, when they need it. Many of our RSMs/PSMs give users immediate access to radio controls – from volume and channel selector to emergency and programmable buttons.

Reduce Background Noise

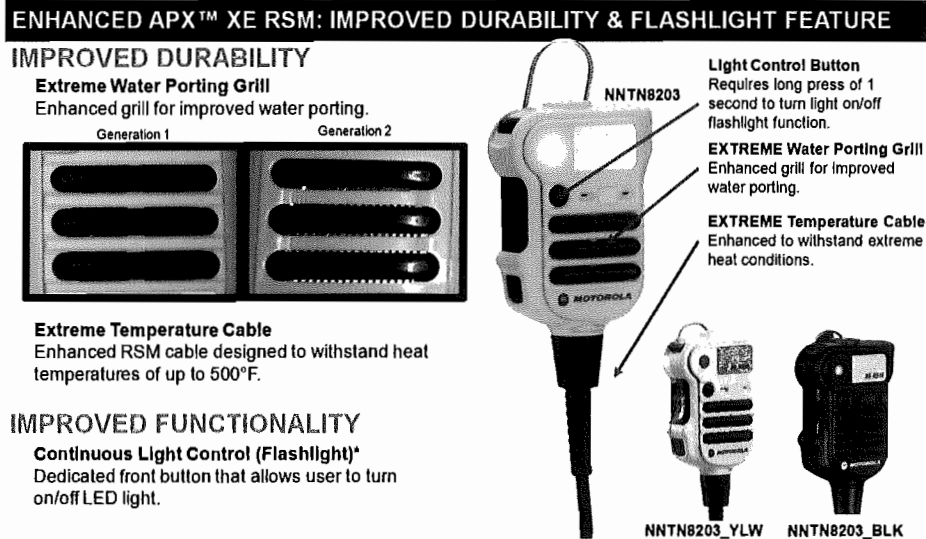
The Windporting feature on select RSMs/PSMs is specifically designed for windy outdoor environments. Windporting dramatically reduces the noise caused by howling winds and harsh weather. In addition, it prevents water from clogging the microphone and distorting transmissions. In a domed stadium or an open-air event, noise-canceling acoustics on select RSM models negate background noise so your voice comes through loud and clear anytime you speak into the microphone. Whatever the work condition, there's a microphone made for each unique situation.

Endures Adverse Conditions

Many of our RSMs and PSMs meet tough specs – IP57 submersibility ratings – to withstand water immersion longer. Even if users drop them in a puddle or wear them in the rain, they'll stay connected. Our rugged accessories take toughness further – exceeding IP57 standards for submersibility and providing an optimal level of water protection. If you're on the fireground and your RSM gets drenched by a hose, it will stand up. Display RSMs sport the first rugged, submersible audio jack so you can receive discreet communications with a separate earpiece accessory and not worry about water damaging your connection.

APX XE Remote Speaker Microphone

Firefighter safety is critical to us. Motorola Solutions has teamed up with first responders around the world to develop a rugged remote speaker microphone (RSM) that complements our APX XE radios and withstands the harshest conditions. The APX XE RSM is part of our complete portfolio of fire-specific radios and accessories, with ultra-rugged features, advanced ergonomics and special innovations to improve responder safety. From exaggerated controls to exceptional noise suppression, it's made for the noisiest, nastiest days.



Everything about the XE RSM is designed for easy use on the fireground. From exaggerated controls, you can operate with bulky gloves to an asymmetrical shape so you can find the controls you need without looking. The large emergency button is easy to locate, but shielded so it's not accidentally activated. The prominent push-to-talk button is easy to find and press with gloves on. The easily accessible, programmable buttons and a volume switch on the corner of the RSM that "rocks up and down" to distinguish it from other controls.

The XE RSM is available in three different housing colours to meet your specific needs and includes a large metal D-ring that flips up or down so you can attach it any way you want on your turnout gear. A high visibility strobe light activates when the emergency button is pressed, this strobe has been verified by firefighters in training conditions to be visible in smoke up to 10 feet. In addition, if the RSM is sprayed with a hose or dropped in a pool of water, you will see what rugged specs and a unique water-draining speaker design really mean.

Noise Suppression at its Best

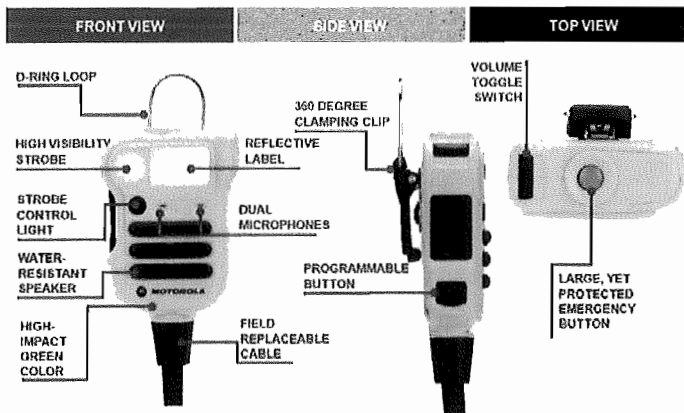
The XE RSM is the first accessory with dual microphones that locate the talker and cancel out background noise. It suppresses noise so effectively, you can be heard in the loudest environments—over roaring fire, pumper trucks and wailing sirens. A large speaker delivers the loudest, clearest accessory audio available—50% louder and clearer than our existing XTS RSMs—so transmissions are clear and intelligible, not distorted or garbled. Because the XE RSM

leverages the exceptional noise suppression technology of our best-in-class APX radios, you can be heard and be clearly understood in all types of extremes.

EVERYDAY TOUGHNESS, TAKEN FURTHER	NEW XE-500 RSM FEATURES
EXTREME ERGONOMIC DESIGN I HEAR YOU, EVEN WHEN YOU CAN'T HEAR YOURSELF BUILT FOR SAFETY AND DURABILITY	• Channel change knob designed for easy access • Extra large emergency button with embedded orange lighting • Transmit LED to match radio transmit LED • Excellent audio with 5 MIC DINC X Noise Suppression for clear audio in traffic noise, crowds, sirens and other loud environments • Clear and crisp audio in rain and wind • Reduced TX idle noise • Withstands heat shock conditions of 500°F (260°C) for at least 5 minutes • Drains water from any wearing position • Waterproof built to IP68, 2 meters 2 hours (Delta T) • Microphone protected from dirt • Improved XE-treme temp cable – surpasses competing vendor RSM cables • Intrinsic Safety Rating: XE-500 RSM - UL (TIA4950) UL RATED XE-500 RSM PMMN4106  UL RATED XE-500 RSM PMMN4106_BLK 

XE RSM

THE RIGHT FIT AND FEEL FOR FIREFIGHTERS



APX XE RSM

A REMOTE SPEAKER MIC DESIGNED FOR FIREFIGHTERS

EXTREME ERGONOMIC DESIGN

- Asymmetrical form factor allows user to orient without looking
- Protected PTT with strong tactile feedback
- Large volume toggle switch
- 360 degree durable clamping clip and large d-ring hook
- Rugged specifications to withstand harsh environments

BEST-IN-CLASS AUDIO

- 1st RSM to feature 2-microphone design for exceptional noise cancelling
- Larger 1w speaker provides 50% louder audio than existing XTS RSMs
- Optimized to perform with best-in-class APX portable family

BUILT FOR SAFETY AND DURABILITY

- High impact green color
- Reflective label on front for increased visibility
- Emergency activated strobe light viewable up to 10' feet in thick smoke
- Compatible with ALL APX portables



APX Extreme Performance (XP) RSM

Designed with mission critical law enforcement users in mind, the APX XP RSM suppresses noise so effectively, you can be heard over traffic noise, crowds and sirens. Its unique dual-microphone design tracks the talker's voice so that you can keep your eye on what is in front of you while still talking on the microphone.

A digital signal processor (DSP) algorithm helps suppress background noise so you can be heard clearly regardless of the noise around you. It includes a flexible 360-degree rotatable shoulder clip, designed specifically to fit comfortably on the police uniform epaulet. A D-ring provides an additional attachment option. This IMPRES RSM is the thinnest RSM in the APX portfolio and is specifically designed for tough mission critical use – buttons are enlarged for easy access, yet recessed to avoid accidental activation.

Mission Critical Wireless - Bluetooth Accessories

Motorola's APX 4000, 6000, and 8000 portable radios ship standard with Bluetooth functionality enabled. Broward County users can use COTS Off-The-Shelf Bluetooth accessories or Motorola Mission Critical Wireless accessories to meet their operational needs.

APX BLUETOOTH SUPPORT FOR TODAY

Mission Critical Wireless

Proprietary wireless Bluetooth protocol for Motorola Certified Accessories.

- MCW Wireless POD
- Discrete covert accessories



APX BLUETOOTH SUPPORT FOR THE FUTURE

Bluetooth COTS

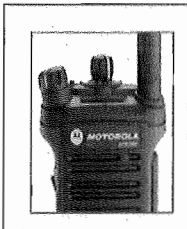
- Supports COTS protocol for wireless audio accessories.
- Allows for 3rd party integration support for IP data devices.

PAN (Personal Area Network)

- Up to 7 simultaneous BT Connections (6 Data + 1 Audio)
- Connection range: 10 meters (33 ft), line of sight.



SECURE BLUETOOTH SOLUTION



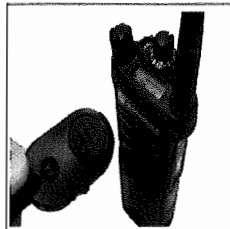
SECURE PAIRING (128-bit Encryption)

Proximity based 128 bit Encrypted Pairing that takes less than 2s.
Ready to talk in less than 6s



STRONG ENCRYPTION

Voice Connection is secure with 96 bit LQ encryption



FAST PTT

No additional latency when using the Bluetooth PTT vs. actuating the PTT directly from the radio

Motorola Solutions Mission Critical Wireless Advantages

- **CRITICAL VOICE ON DEMAND** – With enhanced security, quick pairing and fast push-to-talk (PTT), our APX Mission Critical Wireless portfolio stands out in meeting these most critical criteria. When you use our accessories with Bluetooth-enabled APX radios, you can be sure every data transmission and every word gets through.
- **JUST “TOUCH” AND GO** – Our accessories pair with just a “touch” and usually connect in less than 10 seconds – even around other Bluetooth devices. Grab an earpiece or earbuds, place the PTT pod within an inch of any APX portable and securely pair. There’s no need to enter codes or navigate through menus.
- **EVERY TRANSMISSION IS SECURE** – While the APX radio is pairing, a Bluetooth ID and a strong 128-bit key are exchanged to encrypt the Bluetooth link.

Body-Worn Cameras/Video Speaker Mics DEMS Si500

Motorola Solutions latest innovation addresses the need for body cameras. Motorola Solutions has integrated a camera device with the APX radio creating a Video Speaker Microphone (VSM). This innovation reduces the need for additional devices for all types of responders that seek a body camera solution. Motorola Solutions is completing beta tests currently and will be releasing this product in Q3 of 2016. The advanced body cameras and cloud storage solution offers any of Broward County users the ability to leverage their current investments of APX radios, PremierOne CAD and an ASTRO 25 radio network to the fullest.

Body-Worn Camera Complete Solutions with Command Central Vault Cloud Storage

Our Solutions combines the power of Si500 VSMs with CommandCentral Vault which provides foundation for anybody-worn program.

- CommandCentral Store.
- CommandCentral Manage.
- CommandCentral Judicial.
- Flexible storage models:
 - 100GB of storage per user per year.
 - Combine all storage into one large bucket of storage for all to share.

Si500 Video Speaker Microphone

Sight and Sound Simplified—Si500

Motorola's Si Series Video Speaker Microphones (VSM) (Figure 2), enables agencies to trim down the number of devices needed for public safety personnel to do their job effectively. An extension of the high-performing Motorola APX™ radio, the Si Series is a smart interface with an integrated remote speaker microphone and body-worn camera in one. It assures the reliable voice and mission critical sight, sound and security your officers need to work more safely. The Si500 VSM combines voice communications, video, still images, and emergency alerting into one compact and easy-to-use device.



Figure 2: Si500 Video Speaker Microphone

Extend the Power of APX, Best-in-Class Performance

Like our industry-leading APX radios, every feature and function of the Si500 VSM is designed with your safety in mind: from best-in-class audio to purpose-built ergonomics.

The Si Series VSM is Ultra-rugged, IP67 and MIL-STD rated for harsh environments

The new Adaptive Audio Engine that automatically adjusts audio settings based on the user's wearing position and environment. With five integrated microphones and a loud 0.5-watt rated speaker, it provides the same audio quality of the APX™ 6000 portable radio.

Si500 Key Features

- 100+dB Audio delivers APX audio quality.
- Five integrated microphones with adaptive audio technology.
- Articulating camera optimizes your recording field of view based on officer body type and posture.
- 0.5 Lux low light performance.
- Pre-buffering to capture events prior to recording (video and/or audio).
- Automatic recording with the press of the emergency button on VSM or APX radio and with external Bluetooth sensor triggers.
- 32GB storage on the device.
- Integrated Wi-Fi for wireless video download.
- Video metadata captures time, date, and location via GPS with APX subscriber connectivity.
- Flexible energy solutions (see Figure 3, 4 and 5.

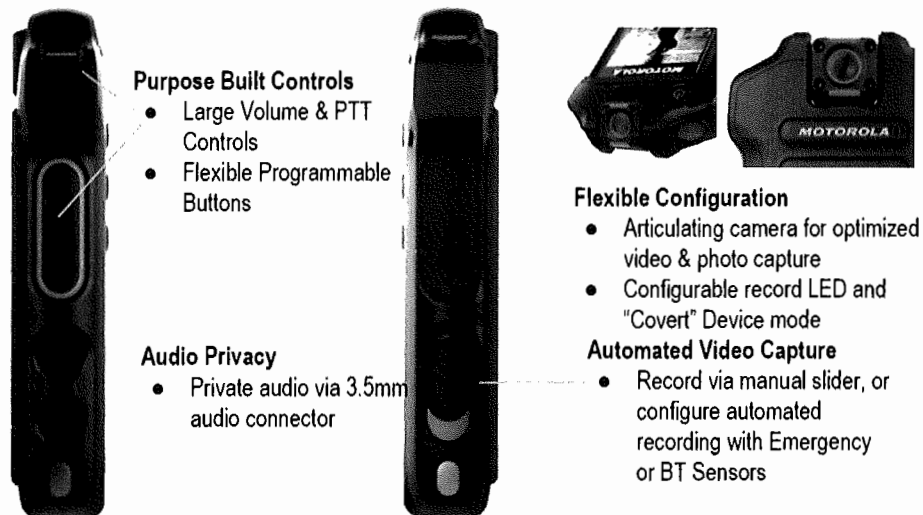


Figure3: Ergonomics of the Si500 VSM

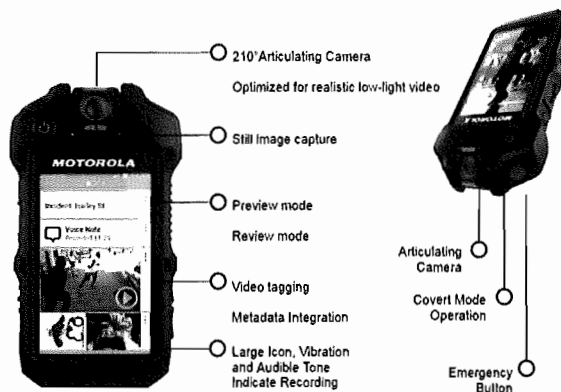


Figure 4: Video Functionality of the Si500 VSM

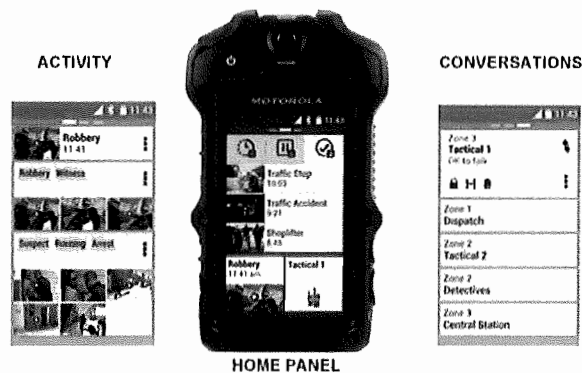


Figure 5: Radio Functionality of the Si500 VSM

CommandCentral Vault

CommandCentral Vault is a cloud-based content management solution to securely store, review, manage and share all forms of digital evidence. It provides a single place to aggregate evidence from multiple sources such as fixed video, social media, body-worn cameras (such as the Si500/300), audio notes and other multimedia sources.

Supporting both automatic and manual uploads combined with end-to-end streamlined content management enables agencies to simplify workflows and the overhead of dealing with increasing amounts of content.

CommandCentral Vault is fully integrated with Motorola's Si500 VSM and supports other sources of body-worn camera video evidence.

Simplified Storage

Multimedia captured from the Si500 is seamlessly transferred into CommandCentral Vault via secure Wi-Fi network connection. Multimedia stored in CommandCentral Vault can be automatically tagged and grouped with associated call to service event from CAD and further associated to a record ID or case within your Records Management System (RMS). This will dramatically reduce manual administrative workload from the staff as compared to other systems where you would have to manually enter in this information.

CJIS Security

CommandCentral Vault uses a CJIS Government Cloud to store all content securely and is contractually committed to meeting CJIS requirements. Secure uploading of multimedia content eliminates the hassle, maintenance and security challenges of an on-site storage solution.

CommandCentral Vault Key Features

- CJIS-capable government cloud storage.
- Automated redaction, eliminating tedious frame-by-frame process.
- Dynamic watermarking to prevent unauthorized screen capturing and sharing.
- Secure chain of custody with cryptographically signed content, preventing manipulation.
- Role-based access.
- Advanced end-to-end content management: capture, review, manage, and share.
- Simplified multi-media storage and transfer from Si500/Si300 as well as external ingestion of video, photographs, and documents into the case folder.

CommandCentral Vault Capabilities

Streamlined Workflow and Redaction

CommandCentral Vault enables users to quickly and easily search, review, annotate, mark, provide additional tags and playback content with a geospatial view to quickly identify when and where content was captured. It significantly streamlines the redaction process allowing users to simply select an object or individual and automatically apply the logic across the entire video, saving hours of administrative time.

Agency administrative personnel also have complete control over what capabilities users have to comply with their policies.

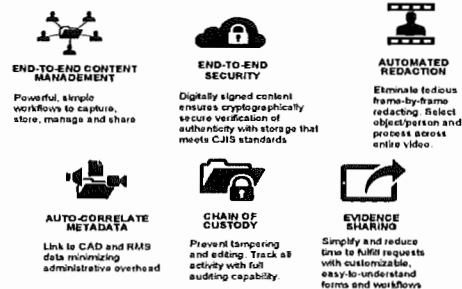
Simple Sharing

CommandCentral Vault provides streamlined end-to-end content management from the moment an incident is recorded by an officer to when it may be requested internally or externally from your government enterprise. Rapid prioritization and fulfillment saves time and delivery of content is fast and secure. From judicial requests to citizen FOIA requests, CommandCentral Vault provides customizable agency forms, workflow, and queuing tools to simplify sharing.

Maintain Chain of Custody

CommandCentral Vault ensures end-to-end security of stored content, and original content is never edited to reduce challenges to the chain of custody. Full auditing allows your agency to track all activity on content from the moment it's stored and classified. CommandCentral Vault—Store Module

The CommandCentral Store module is the baseline package provided by CommandCentral Vault and is offered on a per user license basis. It provides licensed users the ability to seamlessly upload content from multiple sources,



including body-worn devices via secure Wi-Fi. Cloud storage that meets CJIS standards is included as well as the ability to perform the following actions on stored content:

- Annotate images and video to provide additional context during review.
- Automatic association of stored content with CAD/RMS data to group related case files and provide faster search for case related content.
- Review content and associated metadata with geospatial mapping playback.
- Chain of custody controls to preserve and verify original content.
- Mark content to adhere to retention policies.

CommandCentral Vault—Manage Module

With the optional Manage module your agency can select to enhance content management capabilities. With the Manage module your entire agency (per user licensing does not apply) is provided all the capabilities with the baseline Store module, including:

- Agency-wide content search for permitted users.
- Enhanced review functionality with playback speed controls.
- Additional administrative content restriction controls.
- Automated redaction based on facial and/or object recognition.

CommandCentral Vault—Judicial Module

With the optional judicial module your agency can rapidly share evidence and other content with legal personnel reducing administrative overhead and delays. With the Judicial module your entire agency (per user licensing does not apply) is provided all the capabilities of the Store and Manage modules, including:

- Creating video clips to provide specific evidence related to a judicial request.
- Restricted distribution to ensure only permitted individual have access to necessary content.
- Secure links to requested content to maintain chain of custody.

CommandCentral Vault—Public Information Request, FOIA Module

In addition to Store capabilities you receive:

- A secure, agency-branded web portal to enable FOIA requests from the public.
- The ability to collect payments for FOIA requests.
- The ability to tailor customizable workflow forms to your agency needs.
- Automated redaction based on facial and/or object recognition.

Batteries and Battery Chargers

Motorola Solutions created our patented IMPRES technology as an integral part of our two-way radio batteries and chargers. Users who rely on IMPRES call it innovative and indispensable. We call IMPRES the intelligent way to communicate – offering enhanced performance and exceptional capabilities for your radio, your battery and its charger, and your users.

IMPRES Smart Energy System

Our innovative IMPRES battery charging and reconditioning system streamlines and automates battery maintenance. It draws on our exclusive technology that enables communication between battery and charger to help lengthen battery life and extend talk time.

Automates Battery Maintenance

Users want to be sure they can get the most out of every battery by maximizing its life. IMPRES automates battery reconditioning, adapting the intervals to each battery's usage pattern. IMPRES batteries and chargers have the capability to exchange data. This allows the IMPRES charger to evaluate the usage pattern of an IMPRES battery and determine the optimum reconditioning interval, thus optimizing battery life.

Eliminates Overcharging

IMPRES batteries can be left in their IMPRES chargers for extended periods without heat damage from the charger. If radios are accidentally left in the charger – overnight, over a weekend or longer – there should not be any worry about shortening the battery's life. Because the IMPRES charger automatically monitors battery capacity, batteries are safely charged to the right capacity and always ready to go.

Better Data for Better Decisions

IMPRES batteries store critical usage information. Each two-line IMPRES charger display presents data at a glance, so users and administrators can make informed decisions about battery replacement. Data includes key information such as battery capacity, time remaining to complete charging, and each battery's unique serial number. If you are operating a large fleet of batteries, IMPRES Battery Data Reader is a valuable diagnostic tool to evaluate individual IMPRES batteries. Furthermore, IMPRES Battery Fleet Management collects and consolidates that data automatically, so you can quickly and easily identify when batteries need to be replaced.

Tested Tough and Proven Tough

All Motorola IMPRES batteries are Proven Tough. Time after time, in lab test after test – for Drop, Vibration and ESD (Electrostatic Discharge) – they withstand shocks, knocks, drops and shakes and outperform the leading brands. If your radio is banged on a ride, rattled by heavy equipment or shocked by static electricity, you can depend on IMPRES batteries to stay true and stand tough.

IMPRES Advantages include:

- Batteries are charged based on kit number.

- Accommodates a mixed fleet of batteries transitioning from non-IMPRES to IMPRES systems.
- Continuous monitoring of charge temperature.
- Negative pulse charge algorithm.
- Intelligent charge control allows batteries to be stored in a charger indefinitely.
- Eliminates unnecessary reconditioning that reduces life.
- Maximizes battery life.
- Enables extended warranties.

Battery Recharge Time

Under typical charge cycles, most batteries will be charged in an hour with a rapid charge. Motorola's IMPRES chargers are specifically designed to match current drain profiles of the APX portable to maximize battery life and performance over time. Max battery charge rate (min time) is governed by the cell's ability to absorb charge. The cell manufacturers spec the max charge rate and we follow their recommendations to maximize cell life.

3.0 Pricing

All Subscriber Equipment and Subscriber Equipment Maintenance shall be offered and available to the County and all Eligible Purchasers at the prices listed in the following pages, minus the applicable discount listed below. Radio pricing excludes the costs for installation and unit programming. No minimum quantity requirements apply unless expressly stated below. In the event more than one discount rate applies, only the higher discount rate will be applied.

Discount	Duration of Availability	Discounted Product(s)	Discount Rate
Standard Discount	Duration of Agreement	P25 configured subscriber radios	25%
		Subscriber accessories	23%
Migration Incentive	For two (2) years after the Effective Date of Agreement	P25 configured subscriber radios	40%
		Subscriber accessories	29%
Volume Discounts: 500-999	Duration of Agreement	P25 configured subscriber radios	30%
		Subscriber accessories	25%
Volume Discounts: 1000-1999	Duration of Agreement	P25 configured subscriber radios	33%
		Subscriber accessories	27%
Volume Discounts: 2000 and greater	Duration of Agreement	P25 configured subscriber radios	40%
		Subscriber accessories	29%

SUBSCRIBER PROGRAMMING, INSTALL AND POST WARRANTY MAINTENANCE PRICING**RADIO MANANEMENT AND PROGRAMMING SOFTWARE AND EQUIPMENT**

DESCRIPTION	LIST \$	DISC %	DISC \$
RVN5224AE APX PORTABLE & MOBILE PROGRAMING SOFTWARE (3YR SUBSCRIPTION)	\$399.99	0%	\$399.99
HKN6184C MOBILE PROGRAMMING CABLE, USB	\$52.00	23%	\$40.04
PMKN4012B MOBILE PROGRAMMING CABLE	\$77.00	23%	\$59.29
T7914 RADIO MANAGEMENT ONLINE	\$0.00	20%	\$0.00
UA00049AA ADD: RADIO MANAGEMENT LICENSES ONLINE (PER RADIO)	\$100.00	20%	\$80.00

DESCRIPTION	QTY	PRICE
RADIO PROGRAMMING or REFLASHING RADIO (EXLUDES THE COST OF FLASH)		
MOBILE PER RADIO	<51	\$70.00
MOBILE PER RADIO	51-100	\$54.00
MOBILE PER RADIO	>500	\$46.00
PORTABLE PER RADIO	<51	\$70.00
PORTABLE PER RADIO	51-100	\$54.00
PORTABLE PER RADIO	>500	\$46.00

BUILDING TWO WAY RADIO PROGRAMMING TEMPLATES	QTY	PRICE
250 mode template with excel template	1	\$620.00

REPROGRAMMING EXISTING RADIOS (EXCLUDE THE COST OF FLASH)

RETUNING RADIO WITH UPDATED CODEPULUG AND FLEETMAP	QTY	PRICE
PORTABLE & MOBILE	<51	\$70.00
PORTABLE & MOBILE	51-100	\$54.00
PORTABLE & MOBILE	>500	\$46.00

RETUNING RADIO, UPDATE CODEPLUG AND FLEETMAP AND REMOVE LEGACY SYSTEM PROGRAMIING (2 TOUCH)

PORTABLE & MOBILE	<51	\$140.00
PORTABLE & MOBILE	51-100	\$108.00
PORTABLE & MOBILE	>500	\$92.00

DASH MOUNT RADIOS (Standard Sedan or Light Trucks)	QTY	PRICE
INSTALLATION	1	\$200.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$47.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	\$65.00

REMOTE/ TRUNK MOUNT RADIOS (Standard Sedan or Light Trucks)	QTY	PRICE
INSTALLATION	1	\$270.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$65.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	\$80.00

DASH MOUNT RADIOS (Ambulance or Fire Truck type vehicles)	QTY	PRICE
INSTALLATION	1	\$465.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$165.00
SECONDARY REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$65.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	\$195.00
SECONDARY REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	\$65.00

REMOTE MOUNT (Ambulance or Fire Truck type vehicles) CUSTOMER PRICING	QTY	PRICE		
SINGLE CONTROL HEAD TYPE INSTALLATION	1	\$465.00		
DUAL CONTROL HEAD TYPE INSTALLATION REQUIRE SURVEY TO ENSURE CUSTOMER EXPECTATION IS PROPERLY MET	1	QUOTED		
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (SINGLE CONTROL HEAD)	1	\$165.00		
REMOVAL WITHOUT NEW OR RE-INSTALLATION (SINGLE CONTROL HEAD)	1	\$270.00		
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (DUAL CONTROL HEAD)	1	\$170.00		
REMOVAL WITHOUT NEW OR RE-INSTALLATION (DUAL CONTROL HEAD) \$	1	\$285.00		
CONTROL STATIONS	QTY	PRICE		
INSTALLATION: (Includes penetration of (1) wall 50 ft of 1/2 inch cable, installation of cable, connectors, yagi RF antenna type antenna)	1	\$500.00		
REMOVAL	1	\$195.00		
	LITE <500	LITE <500	COMPRE HENSIVE <500	COMPRE HENSIVE >500
PORTABLE SUBSCRIBER SERVICE FROM THE START				
APX4000	\$50.40	\$49.00	\$98.40	\$96.60
APX6000	\$50.50	\$49.00	\$98.40	\$96.60
APX8000	\$70.50	\$69.00	\$118.00	\$116.75
PORTABLE SUBSCRIBER LOCAL SUPPORT	<500	>500		
APX4000	\$66.00	\$64.35		
APX6000	\$66.00	\$64.35		
APX8000	\$78.00	\$76.05		
PORTABLE SUBSCRIBER PICK UP AND DELIVERY	<500	>500		
APX4000	\$24.00	\$23.40		
APX6000	\$24.00	\$23.40		
APX8000	\$24.00	\$23.40		
	LITE <500	LITE <500	COMPRE HENSIVE <500	COMPRE HENSIVE >500
MOBILE SUBSCRIBER SERVICE FROM THE START				
APX4500	\$74.40	\$72.45	\$122.40	\$120.60
APX6500	\$74.40	\$72.45	\$122.40	\$120.60
APX7500	\$95.20	\$92.84	\$127.63	\$125.08
MOBILE SUBSCRIBER LOCAL SUPPORT	<500	>500		
APX4500	\$42.00	\$40.95		
APX6500	\$42.00	\$40.95		
APX7500	\$54.00	\$52.65		

MOBILE SUBSCRIBER PICK UP AND DELIVERY	<500	>500		
APX4500	\$36.00	\$35.10		
APX6500	\$36.00	\$35.10		
APX7500	\$36.00	\$35.10		
CONTROL STATION SERVICE FROM THE START	LITE <500	LITE <500	COMPRE HENSIVE <500	COMPRE HENSIVE >500
APX4500	\$116.40	N/A	N/A	N/A
APX6500	\$116.40	N/A	N/A	N/A
APX7500	\$149.20	N/A	N/A	N/A
APX8500	\$149.20	N/A	N/A	N/A
CONTROL STATION LOCAL SUPPORT	<500	>500	<500	>500
APX4500	N/A	N/A	N/A	N/A
APX6500	N/A	N/A	N/A	N/A
APX7500	N/A	N/A	N/A	N/A
APX8500	N/A	N/A	N/A	N/A
<i>MOTOROLA WILL WORK WITH ANY AGENCY IF SERVICES ARE DESIRED</i>				
CONSOLETTA SERVICE FROM THE START	LITE <500	LITE <500	COMPRE HENSIVE <500	COMPRE HENSIVE >500
APX7500 CONSOLETTA	\$95.20	\$92.84	N/A	N/A
CONSOLETTA LOCAL SUPPORT	<500	>500	<500	>500
APX7500 CONSOLETTA	\$54.00	\$52.65	N/A	N/A
<i>MOTOROLA WILL WORK WITH ANY AGENCY IF SERVICES ARE DESIRED</i>				
PORTABLE PREVENTATIVE MAINTENANCE 1x ANNUAL	<500	>500		
APX4000	\$50.40	\$49.00		
APX6000	\$50.50	\$49.00		
APX8000	\$70.50	\$69.00		
PORTABLE PREVENTATIVE MAINTENANCE BIENNIAL	<500	>500		
APX4000	\$95.75	\$93.35		
APX6000	\$95.75	\$93.35		
APX8000	\$133.95	\$130.60		
PORTABLE PREVENTATIVE MAINTENANCE 1x EVERY 2 YEAR	<500	>500		
APX4000	\$50.40	\$49.00		
APX6000	\$50.50	\$49.00		
APX8000	\$70.50	\$69.00		
MOBILE, Control Station, or Consolette SUBSCRIBER PREVENTATIVE MAINTENANCE ANNUAL	<500	>500		
APX4500	\$74.40	\$72.45		

APX6500	\$74.40	\$72.45		
APX7500	\$95.20	\$92.84		
MOBILE, Control Station, or Consolette SUBSCRIBER PREVENTATIVE MAINTENANCE BIENNIAL	<500	>500		
APX4500	\$148.80	\$145.08		
APX6500	\$148.80	\$145.08		
APX7500	\$190.40	\$185.64		
MOBILE, Control Station or Consolette SUBSCRIBER PREVENTATIVE MAINTENANCE 1x EVERY 2 YEAR	<500	>500		
APX4500	\$74.40	\$72.45		
APX6500	\$74.40	\$72.45		
APX7500	\$95.20	\$92.84		

APX 1000 PORTABLE RADIOS						
STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, BLUETOOTH, WHIP ANTENNA, 1900MAH BATTERY, 3 YEAR WARRANTY						
MODEL	DESCRIPTIONS	QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
H84UCD9PW5 N	APX 1000 7/800 MHZ MODEL 1.5 PORTABLE	1	25%	\$2,875.00	\$2,156.25	\$1,725.00
H84UCF9PW6 N	APX 1000 7/800 MHZ MODEL 2 PORTABLE	1	25%	\$3,075.00	\$2,306.25	\$1,845.00
H84UCH9PW7 N	APX 1000 7/800 MHZ MODEL 3 PORTABLE	1	25%	\$3,275.00	\$2,456.25	\$1,965.00
OPTIONS(not limited to):		QTY		LIST \$	25% DISC \$	40% DISC \$
G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	25%	\$100.00	\$75.00	\$60.00
QA09008	ADD: GROUP SERVICES	1	25%	\$150.00	\$112.50	\$90.00
H869	ENH: MULTIKEY	1	25%	\$75.00	\$56.25	\$45.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
QA09012	ADD: MISSION CRITICAL GEOFENCING	1	25%	\$150.00	\$112.50	\$90.00
QA01767	ADD: P25 LINK LAYER AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
QA2749	IMPRES LIION 2350MAH	1	25%	\$85.00	\$63.75	\$51.00
QA04146	ALT: IMPRES LIION 2800MAH	1	25%	\$100.00	\$75.00	\$60.00
QA01767	ADD: P25 LINK LAYER AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
H885	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$90.00	\$90.00	\$90.00
Q887	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$162.00	\$162.00	\$162.00

APX 4000 SINGLE BAND PORTABLE RADIOS

STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, BLUETOOTH, WHIP ANTENNA, 1900MAH BATTERY, 3 YEAR WARRANTY

MODEL	DESCRIPTION	QTY	STD DISC%	LIST \$	25% DISC \$	40% DISC \$
H51UCF9PW6 N	APX 4000 7/800 MHZ <u>MODEL 2</u> PORTABLE	1	25%	\$3,988.00	\$2,991.00	\$2,392.80
H51UCH9PW7 N	APX 4000 7/800 MHZ <u>MODEL 3</u> PORTABLE	1	25%	\$4,417.00	\$3,312.75	\$2,650.20
OPTIONS(not limited to):		QTY	STD DISC%	LIST \$	25% DISC \$	40% DISC \$
G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	25%	\$75.00	\$56.25	\$60.00
QA01767	ADD: P25 LINK LAYER AUTHENTICATION	1	25%	\$75.00	\$56.25	\$60.00
QA03399	ADD: ENHANCED DATA	1	25%	\$112.50	\$84.38	\$90.00
QA04447	ADD: APX GEOFENCE	1	25%	\$112.50	\$84.38	\$90.00
QA09008	ADD: GROUP SERVICES	1	25%	\$112.50	\$84.38	\$90.00
H04	ADD: TACTICAL REKEY WITH MULTIKEY	1	25%	\$262.50	\$196.88	\$210.00
H869	ENH: MULTIKEY	1	25%	\$247.50	\$185.63	\$198.00
Q629	ENH: AES ENCRYPTION	1	25%	\$356.25	\$267.19	\$285.00
H499	ENH: SUBMERSIBLE (DELTA T)	1	25%	\$187.50	\$140.63	\$150.00
QA04934	ALT: IMPRES LI-ION 2500MAH RUGGED UL BATTERY	1	25%	\$37.50	\$28.13	\$30.00
QA02750	ALT: IMPRES LI-ION 2800MAH BATTERY	1	25%	\$100.00	\$75.00	\$60.00
H885	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$90.00	\$67.50	\$90.00
Q887	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$162.00	\$121.50	\$162.00

APX 6000 PORTABLE RADIOS						
STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, BLUETOOTH, WHIP ANTENNA, 2650MAH BATTERY, 3 YEAR WARRANTY						
MODEL	DESCRIPTION	QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
H98UCD9PW5 N	APX6000 7/800 MHZ <u>MODEL 1.5</u> PORTABLE	1	25%	\$5,175.00	\$3,881.25	\$3,105.00
H98UCF9PW6 N	APX6000 700/800 <u>MODEL 2.5</u> PORTABLE	1	25%	\$5,496.00	\$4,122.00	\$3,297.60
H98UCH9PW7 N	APX6000 700/800 <u>MODEL 3.5</u> PORTABLE	1	25%	\$5,925.00	\$4,443.75	\$3,555.00
XTREME (XE) DELTA T/UL OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
QA02006	ENH: APX6000XE RUGGED RADIO (standard UL battery NNTN8930 comes with option)	1	25%	\$800.00	\$600.00	\$480.00
QA05575	ALT: LIION IMPRES2 4500MAH UL/CSA	1	25%	\$165.00	\$123.75	\$99.00
OPTIONS(not limited to):		QTY	DISC%	LIST \$	DISC \$	40% DISC \$
QA01843	ADD: MANDOWN OPERATION	1	25%	\$150.00	\$112.50	\$90.00
QA09006	ADD: ADAPTIVE NOISE SUPPRESSION & 3 WATT SPEAKER UPGRADE	1	25%	\$150.00	\$112.50	\$90.00
G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	25%	\$100.00	\$75.00	\$60.00
QA01767	ADD: P25 LINK LAYER AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
QA00631	ADD: DVRS PSU ACTIVATION	1	25%	\$100.00	\$75.00	\$60.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
QA09012	ADD: MISSION CRITICAL GEOFENCING	1	25%	\$150.00	\$112.50	\$90.00
QA09008	ADD: GROUP SERVICES	1	25%	\$150.00	\$112.50	\$90.00
H869	ENH: MULTIKEY	1	25%	\$330.00	\$247.50	\$198.00
Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	1	25%	\$799.00	\$599.25	\$479.40
Q629	ENH: AES ENCRYPTION	1	25%	\$475.00	\$363.75	\$285.00
Q498	ASTRO 25 OTAR W/ MULTIKEY (INCLUDES H04 TACTICAL)	1	25%	\$740.00	\$555.00	\$444.00
H04	ADD: TACTICAL REKEY WITH MULTIKEY	1	25%	\$350.00	\$262.50	\$210.00
QA06304	ATL: IMPRES 2 LIION 4500MAH - UL/CSA RUGGED	1	25%	\$100.00	\$75.00	\$45.00
QA05574	ALT: LIION IMPRES 2 UL/CSA 2650MAH	1	25%	\$110.00	\$82.50	\$66.00
H64	ALT: PUBLIC SAFETY YELLOW HOUSING	1	25%	\$25.00	\$18.75	\$15.00
QA01427	ALT: IMPACT GREEN HOUSING	1	25%	\$25.00	\$18.75	\$15.00
QA09001	ADD: WI-FI CAPABILITY	1	25%	\$300.00	\$225.00	\$180.00
H499	ENH: SUBMERSIBLE (DELTA T)	1	25%	\$150.00	\$112.50	\$90.00
HA00022AB	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$90.00	\$90.00	\$90.00
Q887	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$162.00	\$162.00	\$162.00

APX 8000 PORTABLE RADIOS

STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, BLUETOOTH, WHIP ANTENNA, 3100MAH BATTERY, 3 YEAR WARRANTY

MODEL	DESCRIPTIONS	QTY	LIST \$	25% DISC \$	40% DISC \$
H91TGD9PW5 N	APX 8000 <u>ALL BAND MODEL 1.5 PORTABLE</u>	1	\$8,547.00	\$6,410.25	\$5,128.20
DUAL BAND		1	\$7,747.00	\$5,810.25	\$4,648.20
SINGLE BAND		1	\$6,947.00	\$5,210.25	\$4,168.20
H91TGD9PW6 N	APX 8000 <u>ALL BAND MODEL 2.5 PORTABLE</u>	1	\$8,753.00	\$6,564.75	\$5,251.80
DUAL BAND		1	\$7,953.00	\$5,964.75	\$4,771.80
SINGLE BAND		1	\$7,153.00	\$5,364.75	\$4,291.80
H91TGD9PW7 N	APX 8000 <u>ALL BAND MODEL 3.5 PORTABLE</u>	1	\$9,062.00	\$6,796.50	\$5,437.20
DUAL BAND		1	\$8,262.00	\$6,196.50	\$4,957.20
SINGLE BAND		1	\$7,462.00	\$5,596.50	\$4,477.20
XTREME (XE) DELTA T/UL OPTIONS(not limited to):		QTY	LIST \$	25% DISC \$	40% DISC \$
QA02006	ENH: APX8000XE RUGGED RADIO (standard UL battery PMNN4504 comes with option)	1	\$800.00	\$600.00	\$480.00
QA05595	ALT: LIION 4100MA TIA4950 UL	1	\$130.00	\$97.50	\$78.00
OPTIONS(not limited to):		QTY	LIST \$	25% DISC \$	40% DISC \$
QA01843	ADD: MANDOWN OPERATION	1	\$150.00	\$112.50	\$90.00
G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$100.00	\$75.00	\$60.00
QA01767	ADD: P25 LINK LAYER AUTHENTICATION	1	\$100.00	\$75.00	\$60.00
QA09012	ADD: MISSION CRITICAL GEOFENCING	1	\$150.00	\$112.50	\$90.00
QA00631	ADD: DVRS PSU ACTIVATION	1	\$100.00	\$75.00	\$60.00
QA09008	ADD: GROUP SERVICES	1	\$150.00	\$112.50	\$90.00
H869	ENH: MULTIKEY	1	\$330.00	\$247.50	\$198.00
Q498	ASTRO 25 OTAR W/ MULTIKEY (INCLUDES H04 TACTICAL)	1	\$740.00	\$555.00	\$444.00
H04	ADD: TACTICAL REKEY WITH MULTIKEY	1	\$350.00	\$262.50	\$210.00
QA03399	ADD: ENHANCED DATA	1	\$150.00	\$112.50	\$90.00
Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	1	\$799.00	\$599.25	\$479.40
Q629	ENH: AES ENCRYPTION	1	\$475.00	\$356.25	\$285.00
QA09001	ADD: WIFI CAPABILITY	1	\$300.00	\$225.00	\$180.00
H64	ALT: PUBLIC SAFETY YELLOW HOUSING	1	\$25.00	\$18.75	\$15.00
QA01427	ALT: IMPACT GREEN HOUSING	1	\$25.00	\$18.75	\$15.00
H499	ENH: SUBMERSIBLE (DELTA T)	1	\$150.00	\$112.50	\$90.00
QA05573	ALT: LIION IMPRES 2 5100MAH DELTA T	1	\$135.00	\$101.25	\$81.00
QA05571	ALT: LIION 4850MAH IMPRES DELTA T	1	\$115.00	\$86.25	\$69.00
HA00022AB	ADD: 3 YEAR SERVICE FROM THE START	1	\$110.00	\$110.00	\$110.00
Q887	ADD: 5 YEAR SERVICE FROM THE START	1	\$213.00	\$213.00	\$213.00

APX 1500 MOBILE RADIOS (standard whip antennas and control head cables)						
STANDARD RADIO BUNDLE: P25, TDMA, IV&D, GPS, PALM MIC, 7.5 WATT SPEAKER, 3DB LOW PROFILE ANTENNA , 3 YEAR WARRANTY						
MODEL	DESCRIPTIONS	QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
M36URS9PW1 N	APX1500 7/800 02 CONTROL HEAD, DASH MOUNT	1	25%	\$3,881.00	\$2,910.75	\$2,328.60
CONTROL STATION OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
G91	ADD: CONTROL STATION POWER SUPPLY	1	25%	\$289.00	\$201.75	\$161.40
W665	ADD: CONTROL STATION OPERATION	1	25%	\$70.00	\$52.50	\$42.00
W382	ADD: CONTROL STATION DESK GCAI MIC	1	25%	\$169.00	\$126.75	\$101.40
OPTIONS (not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
GA01767	ADD: APX MOBILE RADIO AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
G335	ADD: ANT 1/4 WAVE 762-870MHZ	1	25%	\$14.00	\$10.50	\$8.40
G831	ADD: SPKR 15W WATER RESISTANT	1	25%	\$60.00	\$45.00	\$36.00
G996	ENH: OVER THE AIR PROVISIONING	1	25%	\$100.00	\$75.00	\$60.00
G683	ADD: ONE TOUCH STATUS MESSAGING	1	25%	\$75.00	\$56.25	\$45.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
GA00226	ADD: GPS ANTENNA	1	25%	\$75.00	\$56.25	\$45.00
GA09008	ADD: GROUP SERVICES	1	25%	\$150.00	\$112.50	\$90.00
GA01202AA	ADD: APX GEOFENCE MOBILE	1	25%	\$150.00	\$112.50	\$90.00
G24	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$131.00	\$131.00	\$131.00
GA00318	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$246.00	\$246.00	\$246.00

APX 4500 MOBILE RADIOS (standard whip antennas and control head cables)						
STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, PALM MIC, 7.5 WATT SPEAKER, 3DB LOW PROFILE ANTENNA , 3 YEAR WARRANTY (IF REMOTE MOUNT 17FT CABLE)						
MODEL	DESCRIPTIONS	QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
M22URS9PW1 N	APX4500 7/800 <u>02 CONTROL, HEAD DASH MOUNT</u>	1	25%	\$4,381.00	\$3,285.75	\$2,628.60
M22URS9PW1 N	APX4500 7/800 <u>02 CONTROL HEAD, REMOTE MOUNT</u>	1	25%	\$4,493.00	\$3,369.75	\$2,695.80
CONTROL STATION OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
G91	ADD: CONTROL STATION POWER SUPPLY	1	25%	\$269.00	\$201.75	\$161.40
W665	ADD: CONTROL STATION OPERATION	1	25%	\$70.00	\$52.50	\$42.00
W382	ADD: CONTROL STATION DESK GCAI MIC	1	25%	\$169.00	\$126.75	\$101.40
OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
GA00631	ADD: DVRS MSU ACTIVATION	1	25%	\$250.00	\$187.50	\$150.00
G201	ADD:IMPACT GREEN COLOR HOUSING (O2)	1	25%	\$25.00	\$18.75	\$15.00
G335	ADD: ANT 1/4 WAVE 762-870MHZ	1	25%	\$14.00	\$10.50	\$8.40
G831	ADD: SPKR 15W WATER RESISTANT	1	25%	\$60.00	\$45.00	\$36.00
G996	ENH: OVER THE AIR PROVISIONING	1	25%	\$100.00	\$75.00	\$60.00
G683	ADD: ONE TOUCH STATUS MESSAGING	1	25%	\$75.00	\$56.25	\$45.00
GA01767	ADD: APX MOBILE RADIO AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
GA00226	ADD: GPS ANTENNA	1	25%	\$75.00	\$56.25	\$45.00
GA01202AA	ADD: APX GEOFENCE MOBILE	1	25%	\$150.00	\$112.50	\$90.00
GA09008	ADD: GROUP SERVICES	1	25%	\$150.00	\$112.50	\$90.00
G843AH	ADD: AES ENCRYPTION	1	25%	\$475.00	\$356.25	\$285.00
W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	25%	\$330.00	\$247.50	\$198.00
G618	ADD: CBL REMOTE MOUNT 10 FEET	1	25%	\$10.00	\$7.50	\$6.00
G610	ADD: CBL REMOTE MOUNT 30 FEET	1	25%	\$25.00	\$18.75	\$15.00
G24	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$131.00	\$131.00	\$131.00
GA00318	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$246.00	\$246.00	\$246.00

APX 6500 MOBILE RADIOS (standard whip antennas and control head cables)

STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, 05 CONTROL HEAD, PALM MIC, 7.5 WATT SPEAKER, 3DB LOW PROFILE ANTENNA, 3 YEAR WARRANTY (IF REMOTE MOUNT 17FT CABLE)

MODEL	DESCRIPTIONS	QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE <u>05</u> <u>CONTROL HEAD, DASH MOUNT</u>	1	25%	\$5,640.00	\$4,230.00	\$3,384.00
M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE <u>05</u> <u>CONTROL HEAD, REMOTE MOUNT</u>	1	25%	\$5,812.00	\$4,359.00	\$3,487.20
CONTROL STATION OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
G91	ADD: CONTROL STATION POWER SUPPLY	1	25%	\$269.00	\$201.75	\$161.40
W665	ADD: CONTROL STATION OPERATION	1	25%	\$70.00	\$52.50	\$42.00
W382	ADD: CONTROL STATION DESK GCAI MIC	1	25%	\$169.00	\$126.75	\$101.40
DUAL CONTROL HEAD OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
GA00092	ADD: DUAL-CONTRL HD HARDWARE (must add additional mic, cables & speakers)	1	25%	\$570.00	\$427.50	\$342.00
OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
QA00631	ADD: DVRS PSU ACTIVATION	1	25%	\$100.00	\$75.00	\$60.00
GA00631	ADD: DVRS MSU ACTIVATION	1	25%	\$250.00	\$187.50	\$150.00
G335	ADD: ANT 1/4 WAVE 762-870 MHZ	1	25%	\$14.00	\$10.50	\$8.40
G831	ADD: SPKR 15W WATER RESISTANT	1	25%	\$60.00	\$45.00	\$36.00
G996	ENH: OVER THE AIR PROVISIONING	1	25%	\$100.00	\$75.00	\$60.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
GA01202AA	ADD: APX GEOFENCE MOBILE	1	25%	\$150.00	\$112.50	\$0.00
GA01767	ADD: APX MOBILE RADIO AUTHENTICAT	1	25%	\$100.00	\$75.00	\$60.00
GA09008	ADD: GROUP SERVICES	1	25%	\$150.00	\$112.50	\$90.00
GA00226	ADD: GPS ANTENNA	1	25%	\$75.00	\$56.25	\$45.00
G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	25%	\$740.00	\$555.00	\$444.00
W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	25%	\$330.00	\$247.50	\$198.00
G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	1	25%	\$799.00	\$599.25	\$479.40
G843	ADD: AES ENCRYPTION APX	1	25%	\$475.00	\$356.25	\$0.00
G618	ADD: REMOTE MOUNT CBL 10 FEET	1	25%	\$10.00	\$7.50	\$6.00
G610	ADD: REMOTE MOUNT CBL 30 FEET	1	25%	\$25.00	\$18.75	\$15.00
GA879	ADD REMOTE MOUNT CBL 115 FEET	1	25%	\$55.00	\$41.25	\$33.00
G72	ADD: O3 HAND HELD CONTROL HEAD	1	25%	\$946.00	\$709.50	\$567.60
GA00805AA	ADD: O7 CONTROL HEAD	1	25%	\$632.00	\$474.00	\$379.20
GA00245AA	ADD: O9 CONTROL HEAD	1	25%	\$1,200.00	\$900.00	\$720.00
G24	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$131.00	\$131.00	\$131.00
GA00318	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$246.00	\$246.00	\$246.00

APX 7500 MOBILE RADIOS (standard whip antennas and control head cables)						
STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, PALM MIC, 7.5 WATT SPEAKER, ANTENNA (7/800 3DB LOW PROFILE, 1/4 WAVE WHIP VHF/UHF) , 3 YEAR WARRANTY (REMOTE MOUNT 17FT CABLE, CONSOLETTES DC POWER)						
MODEL	DESCRIPTION	QTY	DISC %	LIST \$	25% DISC \$	40% DISC \$
M30TSS9PW1 N	APX7500 <u>DUAL BAND MID POWER, 05 CONTROL HEAD, DASH MOUNT</u>	1	25%	\$7,360.50	\$5,520.38	\$4,416.30
M30TSS9PW1 N	APX7500 <u>DUAL BAND, MID POWER, 05 CONTROL HEAD, REMOTE MOUNT</u>	1	25%	\$7,532.50	\$5,649.38	\$4,519.50
M30TSS9PW1 N	APX7500 <u>DUAL BAND, HIGH POWER 05, CONTROL HEAD, REMOTE MOUNT</u>	1	25%	\$8,078.50	\$6,058.88	\$4,847.10
CONTROL STATION OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
G91	ADD: CONTROL STATION POWER SUPPLY	1	25%	\$269.00	\$201.75	\$161.40
W665	ADD: CONTROL STATION OPERATION	1	25%	\$70.00	\$52.50	\$42.00
W382	ADD: CONTROL STATION DESK GCAI MIC	1	25%	\$169.00	\$126.75	\$101.40
MULTIPLE CONTROL HEAD OPTIONS(not limited to):				LIST \$	25% DISC \$	40% DISC \$
GA00092	ADD: DUAL-CONTRL HD HARDWARE(must add additional mic, cables & speakers)	1	25%	\$570.00	\$427.50	\$342.00
GA00093	ADD: APX7500 TRI-CONTROL HARDWARE(must add additional mic,cables & speakers)	1	25%	\$1,000.00	\$750.00	\$600.00
GA00094	ADD: APX QUAD-CONTROL HARDWARE(must add additional mic, cables & speakers)	1	25%	\$1,300.00	\$975.00	\$780.00
CONSOLETTES RADIOS (no antenna, line or combiners in bundle, only radio and internal configurations):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
L30URS9PW1 N	APX7500 SINGLE BAND CONSOLETTES	1	25%	\$7,548.00	\$5,661.00	\$2,732.40
LIMITED FRONT PANEL		1	25%	\$8,028.00	\$6,021.00	\$288.00
FULL FP W/05/KEYPAD		1	25%	\$8,337.00	\$6,252.75	\$473.40
L30TSS9PW1 N	APX7500 CONSOLETTES DUAL BAND CONSOLETTES	1	25%	\$8,548.00	\$6,411.00	\$2,732.40
LIMITED FRONT PANEL		1	25%	\$9,028.00	\$6,771.00	\$288.00
FULL FP W/05/KEYPAD		1	25%	\$9,337.00	\$7,002.75	\$473.40
CONSOLETTES OPTIONS(not limited to):		QTY	DISC%	LIST \$	25%DISC \$	40% DISC \$
DSCOL54160	VHF OMNIMEANDER COLLINEAR DIRECTIONAL ANTENNA	1	8%	\$ 1,921.00	\$1,767.32	\$1,152.60
DSCOL4570	UHF OMNI COLLINEAR DIRECTIONAL ANTENNA	1	8%	\$ 912.00	\$839.04	\$547.20
DSANT790F2	7/800 OMNI COLLINEAR DIRECTIONAL TELEWAVE ANTENNA	1	8%	\$ 1,012.00	\$931.04	\$607.20
100 FT 1/2 SUPERFLEX CABLE AND CONNECTORS		1	8%	\$585.90	\$539.03	\$351.54
OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
GA01767	APX MOBILE RADIO AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
GA00631	ADD: DVRS MSU ACTIVATION	1	25%	\$250.00	\$187.50	\$150.00
GA00805	ADD: APX 07 CONTROL HEAD.	1	25%	\$632.00	\$474.00	\$379.20
G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	25%	\$43.00	\$32.25	\$25.80
W484	ALT: ANT 3DB GAIN 762-870MHZ	1	25%	\$38.00	\$28.50	\$22.80
G296	ADD: 1/4 WAVE WHIP ROOF TOP 136-144	1	25%	\$13.50	\$10.13	\$8.10
G300	ADD:1/4 WAVE ROOF TOP ANT VHF	1	25%	\$13.50	\$10.13	\$8.10
G430	ADD: ANT 5.0DB 445-470 MHZ	1	25%	\$110.00	\$82.50	\$66.00
G426	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	1	25%	\$25.00	\$18.75	\$15.00
G510	ADD: ANT LOW PROFILE 450-512 MHZ	1	25%	\$50.00	\$37.50	\$30.00
W432	ADD: AUXILARY SPKR 13W (3.2OHM)	1	25%	\$71.50	\$53.63	\$42.90
G996	ENH: OVER THE AIR PROVISIONING	1	25%	\$100.00	\$75.00	\$60.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
GA01202	ADD: APX GEOFENCE MOBILE	1	25%	\$150.00	\$112.50	\$90.00
GA00226	ADD: GPS ANTENNA	1	25%	\$75.00	\$56.25	\$45.00
W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	25%	\$330.00	\$247.50	\$198.00
G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	25%	\$740.00	\$555.00	\$444.00
G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	1	25%	\$799.00	\$599.25	\$479.40
G843	ADD: AES ENCRYPTION APX	1	25%	\$475.00	\$356.25	\$0.00
G609	ADD: REMOTE MOUNT CBL 50 FEET	1	25%	\$35.00	\$26.25	\$21.00

G607	ADD:CBL REMOTE MOUNT 75 FEET	1	25%	\$45.00	\$33.75	\$27.00
G879	ADD:REMOTE MOUNT CBL 115 FEET	1	25%	\$55.00	\$41.25	\$33.00
G78	ADD: 3 YEAR SERVICE FROM THE START	1	0%	\$168.00	\$168.00	\$168.00
GA00318	ADD: 5 YEAR SERVICE FROM THE START	1	0%	\$319.00	\$319.00	\$319.00

APX 8500 MOBILE RADIOS (standard whip antennas and control head cables)

STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, PALM MIC, 7.5 WATT SPEAKER, ANTENNA (7/800 3DB LOW PROFILE, 1/4 WAVE WHIP VHF/UHF, ALL BAND ANTENNA) , 3 YEAR WARRANTY (REMOTE MOUNT 17FT CABLE)

MODEL	DESCRIPTION	QTY	DISC %	LIST \$	25% DISC \$	40% DISC \$
M37TSS9PW1 N	APX8500 <u>ALL BAND</u> , MID POWER, <u>05 CONTROL HEAD, DASH MOUNT</u> MOBILE RADIO	1	25%	\$8,324.00	\$6,243.00	\$4,994.40
DUAL BAND		1	25%	\$7,524.00	\$5,643.00	\$4,514.40
SINGLE BAND		1	25%	\$6,724.00	\$5,043.00	\$4,034.40
M37TSS9PW1 N	APX8500 <u>ALL BAND</u> , MID POWER, <u>05 CONTROL HEAD REMOTE MOUNT</u> MOBILE RADIO	1	25%	\$8,496.00	\$6,372.00	\$5,097.60
DUAL BAND		1	25%	\$7,696.00	\$5,772.00	\$4,617.60
SINGLE BAND		1	25%	\$6,896.00	\$5,172.00	\$4,137.60
CONTROL STATION OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
G91	ADD: CONTROL STATION POWER SUPPLY	1	25%	\$269.00	\$201.75	\$161.40
W665	ADD: CONTROL STATION OPERATION	1	25%	\$70.00	\$52.50	\$42.00
W382	ADD: CONTROL STATION DESK GCAI MIC	1	25%	\$169.00	\$126.75	\$101.40
MULTIPLE CONTROL HEAD OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
GA00092	ADD: DUAL-CONTRL HD HARDWARE(must add additional mic, cables & speakers)	1	25%	\$570.00	\$427.50	\$342.00
GA00093	ADD: APX7500 TRI-CONTROL HARDWARE(must add additional mic,cables & speakers)	1	25%	\$1,000.00	\$750.00	\$600.00
GA00094	ADD: APX QUAD-CONTROL HARDWARE(must add additional mic, cables & speakers)	1	25%	\$1,300.00	\$975.00	\$780.00
OPTIONS(not limited to):		QTY	DISC%	LIST \$	25% DISC \$	40% DISC \$
GA01767	APX MOBILE RADIO AUTHENTICATION	1	25%	\$100.00	\$75.00	\$60.00
QA00631	ADD: DVRS PSU ACTIVATION	1	25%	\$100.00	\$75.00	\$60.00
GA00805	ADD: APX 07 CONTROL HEAD.	1	25%	\$632.00	\$474.00	\$379.20
W432	ADD: AUXILARY SPKR 13W (3.2OHM)	1	25%	\$71.50	\$53.63	\$42.90
GA09001	ADD: WIFI	1	25%	\$300.00	\$225.00	\$180.00
G996	ENH: OVER THE AIR PROVISIONING	1	25%	\$100.00	\$75.00	\$60.00
QA03399	ADD: ENHANCED DATA	1	25%	\$150.00	\$112.50	\$90.00
GA09008	ADD: GROUP SERVICES	1	25%	\$150.00	\$112.50	\$90.00
GA00229	ENH: APX GPS ACTIVATION	1	25%	\$150.00	\$112.50	\$90.00
GA01202	ADD: APX GEOFENCE MOBILE	1	25%	\$150.00	\$112.50	\$90.00
W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	25%	\$330.00	\$247.50	\$198.00
G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	25%	\$740.00	\$555.00	\$444.00
G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	1	25%	\$799.00	\$599.25	\$479.40
G843	ADD: AES ENCRYPTION APX	1	25%	\$475.00	\$356.25	\$0.00
G609	ADD: REMOTE MOUNT CBL 50 FEET	1	25%	\$35.00	\$26.25	\$21.00
G607	ADD:CBL REMOTE MOUNT 75 FEET	1	25%	\$45.00	\$33.75	\$27.00
G879	ADD:REMOTE MOUNT CBL 115 FEET	1	25%	\$55.00	\$41.25	\$33.00
G831	ADD: SPKR 15W WATER RESISTANT	1	25%	\$60.00	\$45.00	\$36.00
W432	ADD: AUXILARY SPKR 13W (3.2OHM)	1	25%	\$71.50	\$53.63	\$42.90
G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	25%	\$43.00	\$118.50	\$25.80
W484	ALT: ANT 3DB GAIN 762-870MHZ	1	25%	\$38.00	\$28.50	\$22.80
G299	ADD: 1/4 WAVE ROOF TOP 150.8-162	1	25%	\$19.50	\$14.63	\$11.70
GA00506	ADD: ANT MCL 1/4 WAVE WHIP 425- 470	1	25%	\$50.00	\$37.50	\$30.00
GA00226	ADD: GPS WIFI ANTENNA	1	25%	\$75.00	\$56.25	\$45.00
G78	ADD: 3 YEAR SERVICE FROM THE START LITE	1	0%	\$250.00	\$250.00	\$250.00
GA00318	ADD: 5 YEAR SERVICE FROM THE START LITE	1	0%	\$363.00	\$363.00	\$363.00

ADDITIONAL EQUIPMENT, ACCESSORIES AND PROGRAMMING EQUIPMENT/SOFTWARE (NOT LIMITED TO)						
PORTABLE AND MOBILE ANTENNAS		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
NAF5085A	APX 700/800 & GPS ANTENNA	\$45.00	23%	\$34.65	\$31.95	ALL PORTABLE
NAR6595A	ANT 1/4 WAVE 7/800 STUBBY	\$29.00	23%	\$22.33	\$20.59	ALL PORTABLE
NAG4000	APX GPS STUBBY ANTENNA	\$18.00	23%	\$13.86	\$12.78	ALL PORTABLE
NAR6593A	ANT,HLCL,136MHZ MIN,1.577GHZ M	\$38.00	23%	\$29.26	\$26.98	6000, 7000, 8000
PMAE4065A	UHF (380-520) GPS ANTENNA	\$21.00	23%	\$16.17	\$14.91	6000, 7000, 8000
NAR6594A	ANT VHF 7/800/GPS	\$75.00	23%	\$57.75	\$53.25	6000, 7000, 8000
PMAS4001A	UHF (380-520) /7-800 GPS	\$31.00	23%	\$23.87	\$22.01	7000, 8000
KT000026A01	ANTENNA, ALL-BAND, 20CM	\$108.00	23%	\$83.16	\$76.68	8000
PORTABLE BATTERIES		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
NNTN8128BR	BATT IMP STD LI ION 1900M	\$102.00	23%	\$78.54	\$72.42	1000, 4000
PMNN4424AR	BATT IMP LI ION 2300M	\$117.00	23%	\$90.09	\$83.07	1000, 4000
PMNN4448AR	BATT IMP STD IP67 LIION 2700MAH	\$127.00	23%	\$97.79	\$90.17	1000, 4000
NNTN8560A	BATT IMPRES LIION TIA4950 UL IP67 2500T	\$155.00	23%	\$119.35	\$110.05	1000, 4000
NNTN8930	BATTERY PACK,LITHIUM ION,APX TIA4950 STD BATTERY	\$155.00	23%	\$119.35	\$110.05	6000, 7000
NNTN8921	BATT IMPRES 2 LIION TIA4950 UL IP68 4500MAH	\$177.00	23%	\$136.29	\$125.67	6000, 7000
PMNN4485	BATT IMPRES 2 LIION R IP68 2550T	\$127.00	23%	\$97.79	\$90.17	6000, 7000, 8000
PMMNN4486	BATT IMPRES 2 LIION R IP68 3400T	\$142.00	23%	\$109.34	\$100.82	6000, 7000, 8000
PMNN4494	BATT IMPRES 2 LIION R IP68 5100T	\$172.00	23%	\$132.44	\$122.12	6000, 7000, 8000
PMMNN4487	BATT IMPRES 2 LIION R IP68 4850T	\$162.00	23%	\$124.74	\$115.02	6000, 7000, 8000
NNTN7035	BATT IMP FM R NIMH 2000M 2200T BLK	\$149.00	23%	\$114.73	\$105.79	6000, 7000, 8000
NNTN8092	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	23%	\$109.34	\$100.82	6000, 7000, 8000
PMNN4504	BATT IMPRES LIION UL2054 DIV2 IP68 3400MAH	\$150.00	23%	\$115.50	\$106.50	8000XE ONLY
PMNN4505	ALT: LIION IMPRES TIA4950 UL DELTA-T	\$179.00	23%	\$137.83	\$127.09	8000XE ONLY
PORTABLE BATTERY CHARGERS		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
PMPN4174A	SINGLE-UNIT IMPRES CHARGER	\$69.25	23%	\$53.32	\$49.17	1000, 4000
NNTN8525A	TRAVEL CHARGER	\$95.00	23%	\$73.15	\$67.45	1000, 4000
WPLN4219B	IMPRES MULIT-UNIT CHARGER W/DISPLAY	\$715.00	23%	\$550.55	\$507.65	1000, 4000
NNTN7586	APX DUAL UNIT CHARGER WITHOUT DISPLAY	\$295.00	23%	\$227.15	\$209.45	6000, 7000, 8000
NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	\$1,250.00	23%	\$962.50	\$887.50	6000, 7000, 8000
RLN6434A	APX TRAVEL CHARGER	\$111.00	23%	\$85.47	\$78.81	6000, 7000, 8000
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	23%	\$115.50	\$106.50	6000, 7000, 8000

PORTABLE REMOTE SPEAKER MICROPHONES		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
HMN4104B	IMPRES RSM DSPLY W JACK, W CHNL	\$413.00	23%	\$318.01	\$293.23	ALL PORTABLE
PMMN4062A	APX IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	\$118.00	23%	\$90.86	\$83.78	ALL PORTABLE
PMMN4065A	APX IMPRES RSM W/VOL, IP57	\$107.00	23%	\$82.39	\$75.97	ALL PORTABLE
PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK	\$121.00	23%	\$93.17	\$85.91	ALL PORTABLE
PMMN4083A	IMPRES RSM DELTA-T,	\$125.00	23%	\$96.25	\$88.75	ALL PORTABLE
PMMN4084A	PLUS RSM NC IP54 THRD 3.5MM JACK RX	\$95.00	23%	\$73.15	\$67.45	ALL PORTABLE
PMMN4099A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	\$132.00	23%	\$101.64	\$93.72	ALL PORTABLE
NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE BLK, YLW, GRN	\$480.00	23%	\$369.60	\$340.80	ALL PORTABLE
NMN6271A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION	\$325.00	23%	\$250.25	\$230.75	ALL PORTABLE
NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRDJACK	\$369.00	23%	\$284.13	\$261.99	ALL PORTABLE
PMMN4106A	IMPRES XE500 RSM GRN, YLW, BLK	\$550.00	23%	\$423.50	\$390.50	ALL PORTABLE
PORTABLE PUBLIC SAFETY MICROPHONES		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
PMMN4059B	PSM IP55 WITH 3.5MM JACK RX 18IN	\$164.00	23%	\$126.28	\$116.44	ALL PORTABLE
PMMN4060B	PSM IP55 WITH 3.5MM JACK RX 24IN	\$180.40	23%	\$138.91	\$128.08	ALL PORTABLE
PMMN4061B	PSM IP55 WITH 3.5MM JACK RX 30IN	\$164.00	23%	\$126.28	\$116.44	ALL PORTABLE
PMAF4002	APX PSM 700/800MHZ ANTENNA	\$12.00	23%	\$9.24	\$8.52	ALL PORTABLE
PORTABLE AND MOBILE BLUETOOTH		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	\$325.00	23%	\$250.25	\$230.75	ALL PORTABLE
RLN6554A	ACCESSORY KIT,APX WIRELESS RSM W/ DUC US/NA/JP/TW	\$300.00	23%	\$231.00	\$213.00	ALL PORTABLE
RLN6544A	MISSION CRITICAL WIRELESS RSM W/ BATTERY AND CLIP	\$250.00	23%	\$192.50	\$177.50	ALL PORTABLE
PMMN4097C	MOBILE MICROPHONE WITH BLUETOOTH GATEWAY	\$215.00	23%	\$165.55	\$152.65	MOBILE ONLY
PORTABLE HEADSETS/ETC		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
NNTN8295A	1-WIRE EARBUD,116CM CORD,BLACK	\$40.00	23%	\$30.80	\$28.40	ALL PORTABLE
NNTN8298A	2-WIRE EARBUD,116CM CORD,BLACK	\$49.95	23%	\$38.46	\$35.46	ALL PORTABLE
PMLN5653A	BONE CONDUCTION EAR MIC	\$399.00	23%	\$307.23	\$283.29	ALL PORTABLE
PMLN6127A	IMPRES 2 WIRE SURVEILLANCE -BLK	\$105.00	23%	\$80.85	\$74.55	ALL PORTABLE

PMLN6123A	IMPRES 3 WIRE W/ TRANS TUBE-BLK	\$173.00	23%	\$133.21	\$122.83	ALL PORTABLE
PORTABLE HOLSTERS						
		LIST \$	DISC %	23% DISC \$	29% DISC \$	RADIO TYPE
PMLN7182A	APX TWO- KNOB,SWIVEL,LEATHER CARRY CASE	\$60.00	23%	\$46.20	\$42.60	1000, 4000
PMLN4651A	BELT CLIP 2"	\$11.00	23%	\$8.47	\$7.81	1000, 4000
PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH	\$71.50	23%	\$55.06	\$50.77	6000, 8000
PMLN5659B	APX6000 CC 2.75 SWL BL 4200MAH	\$67.00	23%	\$51.59	\$47.57	6000, 8000
PMLN5875	APX6000XE 2.75SWBL2900,2300&2150MAH	\$65.00	23%	\$50.05	\$46.15	6000XE, 8000XE
PMLN5876A	APX6000XE 3 FIXBL 2900,2300&2150MAH	\$62.00	23%	\$47.74	\$44.02	6000XE, 8000XE
PMLN5877A	APX6000XE CC 2.75 SWL BL 4200MAH	\$65.00	23%	\$50.05	\$46.15	6000XE, 8000XE
PMLN5324C	LEATHER CASE 2.75 SWL BL 2500MAH	\$65.00	23%	\$50.05	\$46.15	7000
PMLN5327C	LEATHER CASE 2.75 SWL BL 4200MAH	\$67.00	23%	\$51.59	\$47.57	7000
NNTN8111B	APX7000XE CC 2.75 SWLBL2900/2150MAH	\$65.00	23%	\$50.05	\$46.15	7000XE
NNTN8113A	APX7000XE CC 2.75 SWL BL 4100MAH	\$65.00	23%	\$50.05	\$46.15	7000XE
RLN6486A	ACCESSORY KIT,FIREMAN'S RADIO STRAP	\$37.00	23%	\$28.49	\$26.27	ALL PORTABLE
RLN6487A	ACCESSORY KIT,FIREMAN'S RADIO STRAP, XL	\$28.50	23%	\$21.95	\$20.24	ALL PORTABLE
RLN6488A	ACCESSORY KIT,ANTI-SWAY STRAP	\$15.00	23%	\$11.55	\$10.65	ALL PORTABLE
KVL 4000 KEYLOADER						
		LIST \$	DISC %	8% DISC \$	10% DISC \$	RADIO TYPE
T7537B	KVL 4000 PDA SNAP-ON	\$1,250.00	8%	\$1,150.00	\$1,125.00	ALL APX RADIOS
U239AD	ADD: ASTRO 25 MODE	\$250.00	8%	\$230.00	\$225.00	ALL APX RADIOS
CA01598AA	ADD: AC LINE CORD US	\$11.00	8%	\$10.12	\$9.90	ALL APX RADIOS
CA00182AP	ADD: AES ENCRYPTION SOFTWARE	\$750.00	8%	\$690.00	\$675.00	ALL APX RADIOS
C543	ADD: CABLE FOR RNC, DIU, MGEG	\$84.00	8%	\$77.28	\$75.60	ALL APX RADIOS
C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE	\$75.00	8%	\$69.00	\$67.50	ALL APX RADIOS
CA02187	ADD: KEYLOADING CABLE ADAPTER (GCAI)	\$41.50	8%	\$38.18	\$37.35	ALL APX RADIOS
TOTAL:		\$2,461.50		\$2,264.58	\$2,215.35	
OPTIONS(not limited to):						
		LIST \$	DISC %	8% DISC \$	10% DISC \$	RADIO TYPE
QA01767AA	ADD: KVL RADIO AUTHENTICATION	\$500.00	8%	\$460.00	\$450.00	ALL APX RADIOS
X795AJ	ADD: ASN MODE	\$600.00	8%	\$552.00	\$540.00	ALL APX RADIOS
X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION	\$1,550.00	8%	\$1,426.00	\$1,395.00	ALL APX RADIOS
CA02186	ADD: KEYLOAD CABLE FOR CRYPTR MICRO	\$190.00	8%	\$174.80	\$171.00	ALL APX RADIOS
DSMT9234MUCDCX	USB MODEM BY MULTITECH - REQUIRED FOR KVL-KMF COMMUNICATION REMOTELY	\$250.00	20%	\$230.00	\$225.00	ALL APX RADIOS
DSPSA1U1EE	RUGGED USB CLIENT TO ETHERNET ADAPTER WITH USB CABLE BUILT IN.	\$226.00	20%	\$207.92	\$203.40	ALL APX RADIOS
Antenna, Line & Combiners (not limited to):						
		LIST \$	DISC %	8% DISC \$	10% DISC \$	RADIO TYPE

DSCOL54160	VHF OMNIMEANDER COLLINEAR DIRECTIONAL ANTENNA	\$1,921.00	8%	\$1,767.32	\$1,728.90	ALL MOBILE
DSCOL4570	UHF OMNI COLLINER DIRECTIONAL ANTENNA	\$912.00	8%	\$839.04	\$820.80	ALL MOBILE
DSANT790F2	7/800 OMNI COLLINER DIRECTIONAL TELEWAVE ANTENNA	\$1,012.00	8%	\$931.04	\$910.80	ALL MOBILE
SURGE SUPPRESSOR, GROUND KITS AND		\$826.00	8%	\$759.92	\$743.40	ALL MOBILE
RF SURGE SUPPRESSOR, GROUND KITS AND		\$791.00	8%	\$727.72	\$711.90	ALL MOBILE
DSCS0496040531	4 PORT COMBINER	\$2,159.00	8%	\$1,986.28	\$1,943.10	ALL MOBILE
DSCS0496080531	8 PORT COMBINER	\$2,421.00	8%	\$2,227.32	\$2,178.90	ALL MOBILE
DSCS0496160531	12 PORT COMBINER	\$5,426.00	8%	\$4,991.92	\$4,883.40	ALL MOBILE
DSCS0496240531	16 PORT COMBINER	\$8,427.00	8%	\$7,752.84	\$7,584.30	ALL MOBILE
DSCS0496320531	32 PORT COMBINER	\$10,796.00	8%	\$9,932.32	\$9,716.40	ALL MOBILE



Sheriff Scott Israel

DATE: January 24, 2018 18M-018

MEMO TO: Colonel Tom Harrington, Department of Administration (via e-mail)
Heather Mitchell, Director, Finance (via e-mail)
Dafne Perez, Director, Office of Management & Budget (via e-mail)
John Greene, Director, Risk Management Division (via e-mail)
Neesa Warlen, Director, Purchasing Administration (via e-mail)

FROM: H. Lee Futch, Assistant General Counsel – Sworn *LF*
Office of the General Counsel

SUBJECT: Executed Contract – Motorola Solutions, Inc.
(Motorola Contract No.: 12-29077/JHJ)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: Motorola Solutions, Inc.

Purpose: Master Purchasing Agreement to purchase from time to time Products and related services, including parts.

Consideration: Motorola shall provide the Equipment based on the pricing structure shown on the Price Lists and the Current version of Motorola's Domestic Use Price Book at the time an order is placed. Motorola shall be fully and solely responsible for any and all expenses incurred by Motorola in the performance of this Agreement, including, but not limited to, cost of supplies, fees, licenses, bonds or its applicable taxes, and all other costs of doing business.

Term: This Agreement shall commence upon execution, and remain in full force and effect for five (5) years, unless terminated or renewed as provided herein.

Special Conditions:

- This Agreement may be renewed upon mutual written agreement of the parties for up to four (4) consecutive one (1) year renewal periods.
- BSO reserves the right to terminate this Agreement, without cause, upon providing Motorola with written notice of such termination. BSO agrees to pay Motorola for all Equipment shipped and services rendered prior to the notice of termination.

LF/mb
Enclosure

cc: Major Jonathan Appel, Department of Administration (via e-mail)
Lt. Adam Hofstein, Administrative Support Bureau (via e-mail)
Sgt. Kevin McClure, Digital Evidence Unit (via e-mail)
Robert Brownstein, Senior Mobile System Tech., Admin Support Bureau (via e-mail)
Irene Costa, Contracts Manager, Purchasing Administration (via e-mail)
Rick Torres, Senior Purchasing Agent, Purchasing Administration (via e-mail)
Auret Gil, Purchasing Manager, Purchasing Administration (via e-mail)
Thaina Reynoso, Administrative Assistant, Dept. of Administration (via e-mail)
Andrea Guess, Administrative Assistant, Finance (via e-mail)
Kathleen Hanks, Administrative Assistant, Office of Management & Budget (via email)
Carol Delima, Administrative Coordinator, Risk Management (via e-mail)
Maritza Beckford, Administrative Assistant, Purchasing Administration (via e-mail)

AGREEMENT

by and between

SCOTT ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

and

MOTOROLA SOLUTIONS, INC.

THIS AGREEMENT entered into this 18th day of January, 2018, by and between SCOTT ISRAEL, as the Sheriff of Broward County, Florida (hereinafter referred to as "BSO") and MOTOROLA SOLUTIONS, INC. (hereinafter referred to as "Motorola"). BSO and Motorola may be referred to individually as a "Party" and collectively as the "Parties". For good and valuable consideration, the Parties agree as follows:

In consideration of the terms and conditions contained herein, BSO and Motorola covenant and agree as follow:

SECTION I SCOPE OF SERVICES

This is a Master Purchase Agreement, whereby during the term of this Agreement BSO has the right, but not the duty, to purchase from time to time Products and related services, including parts. Pricing for the Products and Services will be pursuant to the List of Products and Pricing, Section 1.2 and 4.1. Motorola will provide, ship, and install (if applicable) the Products, and perform the Services and its other contractual responsibilities, all in accordance with this Agreement. BSO will perform its contractual responsibilities in accordance with this Agreement.

1.1 Products. Pricing for the Products is based upon Motorola's then current calendar year published list Domestic User Price Book ("DNUP") less the specified discount percentage.

1.2 Services. BSO may purchase engineering, project management, system technologist, or installation services at a 10% discount off list price for the level of effort proposed. This Agreement does not cover any other type of maintenance and support of the Products except as provided under any applicable warrant. If Motorola deems it to be appropriate, it will prepare a statement of work to describe the particular services to be provided, a test plan, or a performance schedule. If BSO wishes to purchase a system or maintenance and support, upon BSO's request, Motorola will provide a proposal that will include a separate Communications System Agreement.

Services:

Project Manager

Motorola will designate a single individual for any project proposed that warrants a Project Manager (PM), whose primary responsibility and authority will be to manage and administer your project to completion as defined within the contract.

- Manage and refine the SOW, project schedule, implementation plan, and change orders.
- Allocate available resources, personnel, funding, and material to ensure that the system is implemented according to the scope of this project.
- Conduct an inventory of received equipment to ensure proper delivery.
- Inspect the physical condition of Motorola-supplied hardware.
- Ensure that Motorola-provided equipment specifications are met.
- Verify that all site preparation is complete prior to the installation of the equipment.

- Supervise field installation and implementation teams, ensuring all on-site installation, integration, and optimization tasks are performed within contract requirements.
- Ensure quality workmanship by all Motorola personnel, vendors, and subcontractors
- Prepare for and conduct regular progress meetings and provide progress reports as required.
- Obtain BSO sign-off and acceptance upon completion of training, installation, and acceptance testing.
- Escalate resolution of any issues encountered during system implementation.
- Manage the project to your satisfaction.
- Ensure successful transition to the warranty and maintenance phase.

System Engineer

A Motorola System Engineer is for any project proposed that warrants an engineer, primary responsibility is to ensure the technical integrity of the design.

- Analyze your needs.
- Design your system.
- Develop site design parameters.
- Develop system documentation.
- Develop the Acceptance Test Plan (ATP).
- Assist in the development of the system cutover plan.

Systems Technologist

For any project proposed that warrants a Motorola System Technologist, their primary responsibility is to ensure the professional programming and optimization with system implementation.

- Participate in all equipment programming and configuration development.
- Oversee the integration and optimization of all system hardware and software.
- Participate in the Acceptance Test Plan.
- Assist in the development and execution of the system cutover plan.

Radio Subscriber Services

Motorola South Florida Sold Services

Prices are valid for use by Authorized Motorola Service Facility. Annual adjustments may occur at each annual renew.

APX RADIO SUBSCRIBER PROGRAMMING AND INSTALL

RADIO MANANEMENT AND PROGRAMMING SOFTWARE AND EQUIPMENT

DESCRIPTION	LIST \$	DISC %	DISC \$
RVN5224AE APX PORTABLE & MOBILE PROGRAMING SOFTWARE (3YR SUBSCRIPTION)	\$399.99	0%	\$399.99
HKN6184C MOBILE PROGRAMMING	\$52.00	23%	\$40.04
CABLE, USB PMKN4012B MOB ILE PROGRAMMING CABLE	\$77.00	23%	\$59.29
T7914 RADIO MANAGEMENT ONLINE	\$0.00	20%	\$0.00
UA00049AA ADD: RADIO MANAGEMENT LICENSES ONLINE (PER RADIO)	\$100.00	20%	\$80.00

DESCRIPTION	QTY	PRICE
RADIO PROGRAMMING or REFLASHING RADIO		
MOBILE PER RADIO	<51	\$70.00
MOBILE PER RADIO	51-100	\$54.00
MOBILE PER RADIO	>500	\$46.00
PORTABLE PER RADIO	<51	\$70.00
PORTABLE PER RADIO	51-100	\$54.00
PORTABLE PER RADIO	>500	\$46.00

RADIO**BUILDING TWO
WAY RADIO
PROGRAMMING
TEMPLATES****QTY****PRICE**250 mode
template with
excel template

1

\$620.00

**DASH MOUNT
RADIOS
(Standard Sedan
or Light Trucks)****QTY****PRICE**INSTALLATION
REMOVAL AT
TIME OF NEW OR
RE-INSTALLATION
REMOVAL
WITHOUT NEW
OR RE-
INSTALLATION

1

\$200.00

1

\$47.00

1

\$65.00

**REMOTE/ TRUNK
MOUNT RADIOS
(Standard Sedan
or Light Trucks)****QTY****PRICE**INSTALLATION
REMOVAL AT
TIME OF NEW OR
RE-INSTALLATION
REMOVAL
WITHOUT NEW
OR RE-
INSTALLATION

1

\$270.00

1

\$65.00

1

\$80.00

**DASH MOUNT
RADIOS
(Ambulance or
Fire Truck type
vehicles)****QTY****PRICE**INSTALLATION
REMOVAL AT
TIME OF NEW OR
RE-INSTALLATION
SECONDARY

1

\$465.00

1

\$165.00

1

\$65.00

REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$195.00
REMOVAL WITHOUT NEW OR RE- INSTALLATION	1	\$65.00
SECONDARY REMOVAL WITHOUT NEW OR RE- INSTALLATION		
REMOTE MOUNT	QTY	PRICE
(Ambulance or Fire Truck type vehicles)		
CUSTOMER PRICING		
SINGLE CONTROL HEAD TYPE INSTALLATION	1	\$465.00
DUAL CONTROL HEAD TYPE INSTALLATION	1	QUOTED
REQUIRE SURVEY TO ENSURE CUSTOMER EXPECTATION IS PROPERLY MET		
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (SINGLE CONTROL HEAD)	1	\$165.00
REMOVAL WITHOUT NEW OR RE- INSTALLATION (SINGLE CONTROL HEAD)	1	\$270.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (DUAL CONTROL HEAD)	1	\$170.00

REMOVAL WITHOUT NEW OR RE- INSTALLATION (DUAL CONTROL HEAD) \$	1	\$285.00
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CONTROL STATIONS	QTY	PRICE
INSTALLATION: (Includes penetration of (1) wall 50 ft of 1/2 inch cable, installation of cable, connectors, yagi RF antenna type antenna)	1	\$500.00
REMOVAL	1	\$195.00

1.3. **EXCLUSIVE METHOD FOR PLACING ORDERS.** During the term of this Agreement, BSO (and any other Eligible Purchaser) may order Products or Services as described in Sections 1.1, 1.2 and 31 of this Agreement, if they are then available for sale by Motorola. Each order must refer to this Agreement as Motorola Contract No. 12-29077/JHJ, and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered subscriber and accessory Products within six (6) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. Motorola will make reasonable efforts to also ship other Products outside of subscribers and accessories within eight (8) weeks. Motorola will make best efforts to ship all orders within the time listed above, however this will be dependent on product availability at time of purchase and the location of ship acceptance. BSO may also track shipping by viewing orders using Motorola Online ("MOL"). Alternatively, BSO may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

1.4. Exhibits

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"

Exhibit B Parts Warranty

Exhibit C Motorola's Memorandum of Insurance

Exhibit D Drug Free Workplace Certification by Vendor

1.5 Definitions

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that BSO purchases from Motorola under this Agreement.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" mean Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with Products.

SECTION II MANNER OF PERFORMANCE

2.1 Motorola shall perform all services in a sound and workmanlike manner. All services shall adhere to the utmost professional standards.

2.2 Motorola agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the terms of this Agreement.

2.3 Neither party shall be liable for failure to perform as a result of an event, circumstance, or act of a third party that is beyond a party's reasonable control (e.g., an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

SECTION III TERM

This Agreement shall commence upon execution, and remain in full force and effect for five (5) years, unless terminated or renewed as provided herein. This Agreement may be renewed upon mutual written agreement of the parties for up to four (4) consecutive one (1) year renewal periods.

SECTION IV CONSIDERATION

4.1 Motorola shall provide the Equipment based on the pricing structure in the following Price Lists and the Current version of Motorola's Domestic User Price Book at the time an order is placed.

Broward County Sheriff's Office and only Broward County Agencies will benefit from pricing discounts as follows within the applicable term. Once the Term expired the following discount matrix will be in effect.

- (2) (1) P25 APX Subscribers 40% Discount – Term two years from June 7, 2017 (June 7, 2019) APX Accessories 29% Discount – Term two years from June 7, 2017 (June 7, 2019)
- (3) P25 APS Subscriber 3 year Factory Warranty – Term effective until Broward County begins P25 System Cutover

Other Florida State and Local Agencies may use this Agreement to purchase from Motorola using the BSO Standard Discount Matrix and the BSO Large Volume Order Quantity Break Discounts Matrix.

Discount % Off of Current List Price	Category of Equipment
15%	X-Series P25 Subscribers
25%	APX P25 Subscribers
23%	X-Series/APX Accessories
15%	X-Series Non-P25 Subscribers
20%	APX Non-P25 Subscribers
15%	TRBO Subscribers and Accessories
15%	Motorola WARIS Categorized Commercial Subscribers and Accessories
15%	On all other Motorola Manufactured Equipment
25%	SCADA Equipment
8%	Motorola Drop Ship Equipment
15%	Wireless Broadband and Networking Equipment
10%	Computer Aided Dispatch (CAD)
5%	Long Term Evolution (LTE)
7%	Video Security Solutions
10%	In vehicle Camera, Si500 Dems (Body Worn Camera) and ALPR Solutions

BSO Large Volume Order Quantity Break Discounts Matrix: (This will take effect after June 9th 2019 for BSO)

Volume Breaks	APX P25 Radio Discount % off of Current List Price	APX Accessory Discount % off of Current List Price
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1-499	25%	23%
500-999	30%	25%
1000-1999	33%	27%
2000 and Greater	40%	29%

4.2 Motorola shall submit invoices to the BSO detailing the equipment provided and the cost of such Equipment. BSO shall have the right to provide written objections to such invoice within seven (7) days of BSO'S receipt of such invoice. If no objection is made within such seven (7) days period, payment shall be made within ten (10) days thereafter.

4.3 Motorola shall allow other governmental entities and agencies within Broward County or the State of Florida to purchase, under the same terms and conditions, the equipment provided for in this Agreement.

4.4 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to BSO upon acceptance of the delivery by BSO. Title to Software will not pass to BSO at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

4.5 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the BSO at the following address:

Neesa B. Warlen, Esq., C.P.A., Director
Bureau of Finance & Budget
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33311

Broward County, Florida is the ultimate destination where the Equipment will be delivered to BSO. The Equipment will be shipped to the BSO at the address(es) indicated on the purchase order. BSO may change this information by giving written notice to Motorola.

SECTION V EXPENSES

Motorola shall be fully and solely responsible for any and all expenses incurred by Motorola in the performance of this Agreement, including, but not limited to, cost of supplies, fees, licenses, bonds or its applicable taxes, and all other costs of doing business. Motorola shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VI SOVEREIGN IMMUNITY

BSO is entitled to the protections of sovereign immunity as set forth in Florida Statutes Sec. 768.28. Nothing in this Agreement is intended or shall be deemed to waive or modify BSO'S sovereign immunity.

SECTION VII SITES AND SITE CONDITIONS

7.1 ACCESS TO SITES. If Motorola is providing installation or other services, BSO will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

7.2 SITE CONDITIONS. If Motorola is providing installation or other services at BSO's sites, BSO will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. BSO will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use, and maintenance of the Products.

SECTION VIII ACCEPTANCE

Acceptance of the Products will occur upon delivery to BSO unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, BSO's use of the Products for their operational purposes will constitute acceptance.

SECTION IX WARRANTY

9.1 EQUIPMENT WARRANTY. From one (1) year from the date of delivery of the Equipment provided by Motorola under this Agreement ("Warranty Period"), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

9.2 MOTOROLA SOFTWARE WARRANTY. Motorola warrants the Motorola Software solely in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. BSO hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement. Any Non-Motorola Software is licensed to BSO in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include open source software. All open source software is licensed to BSO in accordance with, and BSO agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by BSO, Motorola will use commercially reasonable efforts to determine whether an open source software will be provided under this Agreement; and if so, identify the open source software and provide to BSO a copy of the applicable standard license (or specify where that license may be found); and provide to BSO a copy of the open source software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

9.3 SERVICES WARRANTY. During the Warranty Period, Motorola warrants that the services have been performed in a good and workmanlike manner. BSO's exclusive remedy for a breach of this services warranty is, at Motorola's option, to re-perform the services at no cost to the BSO or refund the Contract Price of the services that were not performed in a good and workmanlike manner.

9.4 EXCLUSIONS TO THE EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to : (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, modification, or adjustment not provided or authorized in writing by Motorola; BSO'S failure to comply with all applicable industry and OSHA standards, (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship, (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight cost to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5 WARRANTY CLAIMS. To assert a warranty claim, BSO must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate

the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to SHERIFF) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice BSO for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

9.6 ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7 DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION X OPEN-END CONTRACT

No guarantee is expressed or implied as to the total quantity of equipment purchased under this Agreement. BSO reserves the right to use other vendors for such services.

SECTION XI EMPLOYMENT RESPONSIBILITY

11.1 Any employees utilized by Motorola to fulfill the terms and conditions of the Agreement shall be deemed employees of Motorola, not the BSO.

11.2 Accordingly, Motorola shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee benefits.

11.3 BSO shall not be liable for, and Motorola agrees to indemnify BSO against any liability resulting from personal injury or illness, to Motorola's employees, agents, or servants during the performance of the services, duties, and responsibilities contemplated herein.

SECTION XII SUBCONTRACTORS

Motorola shall not subcontract its rights or obligations under this Agreement, unless prior written approval is received from the BSO. In the event any additional or different subcontractors are required or requested by BSO, or in the event BSO rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

SECTION XIII CRIMINAL HISTORY

13.1 Motorola represents that, to the best of its knowledge and belief, its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. Such information, if applicable, would be set forth in Motorola's Annual Report and 10-K filings.

13.2 BSO reserves the right to approve or reject, for any reason, Motorola's staff assigned to this project at any time. Motorola's employees on premises may be subject to a criminal background check at the BSO'S expense, prior to providing services pursuant to this Agreement.

SECTION XIV INDEPENDENT CONTRACTOR

14.1 Motorola has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

14.2 Motorola shall at all times be an independent contractor under this agreement, rather than an employee, agents, or representative to BSO, and no act, action, or omission to act by Motorola shall in any way obligate or bind BSO.

SECTION XV PAYMENT OF TAXES

BSO shall provide Motorola with proof of tax exemption upon execution of this Agreement. Notwithstanding anything to the contrary herein, Motorola shall not be liable for payment of any taxes that are levied against BSO as a result of the purchase, ownership, or use of the Products.

SECTION XVI TERMINATION

16.1 In the event that either party is in breach of any of terms and conditions of this Agreement, the non-breaching party shall provide written notice of such breach. The breaching party shall have ten (10) days from receipt of such notice to cure any breach under this Agreement. In the event the breaching party fails to cure such breach within the ten (10) day period, the non-breaching party reserves the right to immediately terminate this Agreement for cause.

16.2 BSO reserves the right to terminate this Agreement, without cause, upon providing Motorola with written notice of such termination. BSO agrees to pay Motorola for all Equipment shipped and services rendered prior to the notice of termination.

SECTION XVII CIVIL RIGHTS REQUIREMENTS

17.1 Motorola shall comply with all applicable sections of the Americans with Disabilities Act.

17.2 Motorola shall not discriminate on the basis of race, age, color, gender, or national origin.

17.3 Motorola agrees that compliance with this Section constitutes a condition to the Agreement, and that it is binding up Motorola, its successors, transferees, and assignees for the period during which services are provided. Motorola further assures that all subcontractors are not in violation of the terms of the Section.

SECTION XVIII CONFIDENTIALITY

18.1 Motorola shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description.

18.2 "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

18.3. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

18.4. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

18.5. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

18.6. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

SECTION XIX PRESERVATION OF PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to BSO the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to BSO any shared development rights of intellectual property. Except as explicitly provide in the Software License Agreement, Motorola does not grant to BSO, either directly or by implication, estoppels, or otherwise, any right, title or interest in Motorola's Proprietary Rights. BSO will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to open source software which is governed by the standard license of the copyright owner.

SECTION XX INDEMNIFICATION

20.1 GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify, hold harmless and defend BSO, his officers and employees from any and all liability, expense, judgment, suit, cause of action, or demand from personal injury, death, or direct damage to tangible property which may accrue against BSO to the extent it is caused by the negligent acts or omissions or willful misconduct of Motorola, its subcontractors, or their employees or agents. The BSO agrees to give Motorola prompt, written notice of any claim or suit. BSO will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of BSO from liabilities that are in any way related to Motorola's performance under this Agreement.

20.2 INFRINGEMENT CLAIM INDEMNIFICATION. Motorola will defend at its expense any suit brought against BSO to the extent that it is based on an Infringement Claim, and Motorola will indemnify BSO for those costs and damages finally awarded against BSO for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon BSO promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and BSO providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

20.3 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense, procure for BSO the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant BSO a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

20.4 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by BSO to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, and any of their parts.

SECTION XXI INSURANCE

Throughout the duration of this Agreement and for all applicable statute of limitation periods, Motorola shall maintain in full force and effect the insurance coverage set forth in the attached and incorporated Memorandum of Insurance – Exhibit C. Within thirty (30) day written notice by BSO, Motorola shall provide a Certificate of Insurance Evidencing such coverage.

SECTION XXII PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the BSO, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Motorola shall result in termination of this Agreement and may cause Motorola's debarment.

SECTION XXIII DRUG-FREE WORKPLACE

Motorola shall provide a drug-free workplace program in accordance with applicable laws and in accordance with the Drug Free Workplace Certification attached as Exhibit "D" and incorporated herein.

SECTION XXIV ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by Motorola, under any circumstances, without the prior written consent of BSO, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

SECTION XXV NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, commercial express carrier such as Federal Express, UPS, or DHL, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposed by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a copy to:

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

Motorola

Motorola Solutions, Inc., Legal, Government Affairs and Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 6066196
Attn.: Judy Jean-Pierre, Sr. Counsel

SECTION XXVI AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing its execution and delivery except such representations as are specifically set forth in the writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representation that may that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representation in connection with its dealing with the other.

SECTION XXVII WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding,

arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XXVIII AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties' expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced, or initiated.

SECTION XXIX THIRD PARTY BENEFICIARIES

Neither Motorola nor BSO intends to directly or indirectly benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the parties based upon this Agreement.

SECTION XXX LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THE AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by the Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

SECTION XXXI MAINTENANCE SERVICE TERMS AND CONDITIONS

These Maintenance Service Terms and Conditions (Maintenance) apply to services whereby Motorola will provide to Customer either (1) maintenance, support, or other post warranty services, or (2) installation services under a Motorola Installation Agreement, as described in detail in the associated statement of work for Maintenance. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

31.1 Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

31.2 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

31.3 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any

Equipment is lost, damaged, stolen, or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

31.4 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

31.5. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

31.6 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

31.7 EXCLUDED SERVICES. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

31.8 TIME AND PLACE OF SERVICE. Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

31.9 CUSTOMER Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

31.10 PAYMENT. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all legally imposed property taxes, sales and use taxes, excise taxes, and other legally imposed taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

31.11 TERMINATION of Maintenance. Any termination of Maintenance will not relieve either party of obligations previously incurred pursuant to this Section 31, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of Maintenance. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

31.12 LIMITATION OF LIABILITY. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided

under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

31.13 EXCLUSIVE TERMS AND CONDITION. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to Maintenance, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

31.14 Customer agrees to reference this Agreement on any purchase order issued in furtherance of Maintenance; however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

31.15 COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

31.16 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

31.17 At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

31.18 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

SECTION XXXII MISCELLANEOUS

32.1 Motorola shall comply with all the applicable statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state, and local political bodies having jurisdiction over the services provided herein.

32.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement; the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

32.3 The preparation of this Agreement has been a joint effort of the parties 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.

32.4 Venue in any proceeding or action amount the parties arising out of this Agreement shall be in Broward County, Florida.

32.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney. The terms of this Agreement have been completely read and are fully understood and voluntarily accepted by them.

32.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in the Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

32.7. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: Subsection 9.7 (Disclaimer of Implied Warranties); Section 18 (Confidentiality); Section 19 (Proprietary Rights); Section 30 (Limitation of Liability); Section 31 (Maintenance) all of the General terms in this Section 32; and Exhibit A (Motorola Software License Agreement).

32.8. Motorola shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by BSO in order to perform the services contemplated in this Agreement.

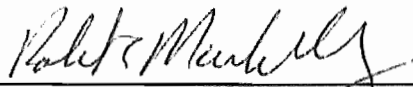
(b) Provide the public with access to public records on the same terms and conditions that BSO would provide the records and at a cost that does not exceed the cost as provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to BSO all public records in possession of Motorola upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to BSO in a format that is compatible with the information technology systems of BSO.

IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

MOTOROLA SOLUTIONS, INC.

By:  Date: 1-8-2018
Robert E. Marshall, Jr. (AUTHORIZED REPRESENTATIVE)

Title: Regional Vice President

SCOTT ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By:  Date: 1-8-18
Colonel Tom Harrington
Executive Director, Department of Administration

Approved as to form and legal sufficiency
subject to execution by the parties:

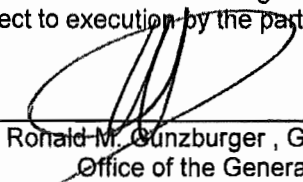
By:  Date: 01/17/18
Ronald M. Gunzburger, General Counsel
Office of the General Counsel 

Exhibit A Software License Agreement

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the Broward County Sheriff's Office ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing", "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Customer's Programming Software ("CPS"), Licensee must purchase a separate license for each location at which Licensee uses CPS. Licensee's use of CPS at a licensed location does not entitle Licensee to use or access CPS remotely. Licensee may make one copy of CPS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use CPS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether

arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11, and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

(guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B Parts Warranty

This warranty applies within the fifty (50) United States. LIMITED WARRANTY FOR MOTOROLA PARTS PRODUCTS IS LISTED IN THE PRICE AND AVAILABILITY LIST.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG

A. Products Other Than Batteries

The Government and Public Safety Division of Motorola Solutions, Inc. ("Motorola") warrants the Motorola-manufactured and supplied radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment. When the purchaser timely and rightfully rejects nonconforming Products, Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete and exclusive warranty for the Product manufactured and supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance, or service of the Product.

Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system, which may use the Product, is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

B. Two-Way Rechargeable Batteries: Capacity and Workmanship Warranty

Motorola warrants the Motorola-supplied two-way radio batteries listed below ("battery") as follows. Batteries will be replaced with new or reconditioned parts during the applicable warranty period if the battery capacity falls below 80% of rated capacity (under normal use and service for a period of time from the date of manufacture¹) unless otherwise noted.

For the workmanship defects listed below Motorola warrants against defects in workmanship (under normal use and service for a period of time from the date of manufacture²) as scheduled below ("warranty period"):

Capacity and Product Workmanship Warranty

Motorola Manufactured IMPRES Batteries:

NiCd – 24-month workmanship, 24-month capacity

NiMH – 24-month workmanship, 18-month capacity

Li-ion – 24-month workmanship, 18-month capacity

¹ Date of manufacture is determined by the date code shown on the battery.

² Date of manufacture is determined by the date code shown on the battery.

Motorola Manufactured Premium Batteries:

NiCd – 24-month workmanship, 18-month capacity

NiMH – 24-month workmanship, 12-month capacity

Li-ion – 24-month workmanship, 12-month capacity

Motorola Manufactured Power Batteries:

NiCd – 12-month workmanship, 12-month capacity

NiMH – 12-month workmanship, 12-month capacity

Motorola Manufactured Mag One Batteries:

NiCd – 6-month workmanship, 6-month capacity

NiMH – 6-month workmanship, 6-month capacity

NRG Competitive Batteries:

NiCd – 12-month workmanship, 12-month capacity

NiMH – 12-month workmanship, 12-month capacity

Exceptions

The Motorola NiMH NTN7396 prismatic battery is warranted for 6 months capacity and 24 months workmanship from the date of manufacture³.

The Motorola NiMH RNN4006 and RNN4007 batteries are warranted to 70% of its rated minimum capacity for 12 months and have a 24-month workmanship warranty from the date of manufacture⁴.

IMPRES™ NiCd batteries used with a non-IMPRES charger are warranted for an 18-month capacity and a 24-month workmanship warranty replacement.

IMPRES™ NiMH and Li-ion batteries used with a non-IMPRES charger is warranted for a 12-month capacity and 24-month workmanship warranty.

A battery will be replaced during the applicable workmanship warranty period if:

1. The battery develops a leak
2. The battery clip breaks due to poor workmanship
3. The battery's seam welds open
4. The battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts.

Replacement batteries are warranted for the balance of the original applicable warranty period.

Motorola, at its option, will replace the battery with new or reconditioned parts at no charge during the applicable warranty period – provided it is returned in accordance with the terms of this warranty. This warranty is extended by Motorola to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete and exclusive warranty for the battery supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola; which is attached to or used in connection with the battery or for operation of the battery with any ancillary equipment, and all such equipment is expressly excluded

³ Date of manufacture is determined by the date code shown on the battery.

⁴ Date of manufacture is determined by the date code shown on the battery.

from this warranty. For battery recycling information, please call 1-800-422-4210 for details and request your RBRC shipper ID registration form.

Exhibit C Motorola's Memorandum of Insurance



MEMORANDUM OF INSURANCE						
PRODUCER AON RISK SERVICES CENTRAL, INC. AON CENTER 200 EAST RANDOLPH STREET CHICAGO, ILLINOIS 60601 D/B/A Aon Risk Insurance Services of Illinois, C.A. License #0095623			THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.			
			COMPANIES AFFORDING COVERAGE			
INSURED MOTOROLA SOLUTIONS, INC. AND ITS SUBSIDIARIES 1303 EAST ALGONGUIN ROAD SCHAUMBURG, IL 60196			COMPANY A Lloyd's Syndicate #4711 (Aspen)			
			COMPANY B			
			COMPANY C			
			COMPANY D			
COVERAGES 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY -Commercial General Liability -Occurrence				GENERAL AGGREGATE PRODUCTS - COMPO/OP AGG PERSONAL & ADV INJURY EACH OCCURENCE FIRE DAMAGE (anyone fire) MED EXP (any one person)	
	AUTOMOBILE LIABILITY -Any Auto				COMBINED SINGLE LIMIT BODILY INJURY (per accident) BODILY INJURY (per accident) PROPERTY DAMAGE AUTO ONLY (each accident) OTHER THAN AUTO ONLY	
	GARAGE LIABILITY				EACH ACCIDENT AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE AGGREGATE	
	WORKERS COMP & EMPLOYER'S LIABILITY				WC Statutory limits EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE PER WRONGFUL ACT	
A	OTHER Miscellaneous Professional Liability	QK1304174	7/01/2013	7/01/2014	AGGREGATE	\$1,000,000
FOR INFORMATIONAL PURPOSES ONLY						

Exhibit D Drug Free Workplace Certification by Vendor



Drug-Free Workplace & Smoke-Free Workplace

Statement of Policy

Motorola Solutions policy explicitly prohibits the unlawful possession, use, purchase, sale, dispensation, distribution, transfer, or manufacture of drugs or other controlled substances, or the abuse of alcohol, while on Motorola Solutions premises or while conducting Motorola Solutions business off Motorola Solutions premises. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. In addition, employees may smoke in designated smoking areas only. Violations of this Policy may result in disciplinary action, up to and including termination of employment, and may have legal consequences.

Scope

All Motorola Solutions employees based at locations within the United States.

Application

Motorola Solutions complies with the Drug-Free Workplace Act, applicable regulations of government agencies (including regulations promulgated by the Department of Transportation), and other federal, state and local laws and regulations. All employees and applicants for employment are advised, in writing, of our Drug-Free Workplace and Smoke-Free Workplace Policy.

Drug and/or alcohol testing is conducted in accordance with applicable law(s).

Circumstances that Require Drug and/or Alcohol Testing

1. **Pre-Employment Drug Testing.** All applicants for employment must take and pass a drug test before they receive an unconditional offer of employment and/or begin working for Motorola Solutions. Applicants who refuse to cooperate in a drug test, or who do not pass a drug test, will be ineligible for hire and employment with Motorola Solutions at that time and cannot re-apply for a position with Motorola Solutions for a period of six months following the date of their drug test.
2. **For-Cause Drug and Alcohol Testing.** Motorola Solutions may require that an employee take a drug and/or alcohol test when Motorola Solutions has reasonable suspicion, based on specific observable facts or behaviors, that an employee may be under the influence of drugs or alcohol, or has been using drugs or alcohol while he/she is working, on Motorola Solutions premises, operating a Motorola Solutions vehicle, machinery, or equipment or present in any other location performing services for Motorola Solutions. The observer(s) will document the specific observed facts or behaviors that support the reasonable suspicion. Failure to cooperate or otherwise take a requested for-cause test will result in termination of employment.
 - a. **Post Accident Testing.** Motorola Solutions may require an employee to take a drug and/or alcohol test when Motorola Solutions reasonably believes the employee may have contributed to or caused a work-related accident that results in serious bodily injury to a person and/or significant damage to Motorola Solutions property. The drug and/or alcohol test shall be administered as soon as practicable following the accident.
3. **Customer-Mandated Drug and Alcohol Testing.** Motorola Solutions may require an employee to take a drug and/or alcohol test when such a test is mandated by a Motorola Solutions customer as part of a contract. Failure to cooperate or otherwise take a customer-mandated test will result in the immediate removal of the employee from the customer project he/she is supporting and may result in further action being taken against the employee.
4. **Random Drug Testing and Alcohol Testing.** For employees in safety-sensitive positions, Motorola Solutions may randomly test for drugs and/or alcohol in accordance with procedures developed by Motorola Solutions for those specific categories of employees.

Consequences of Positive Drug and/or Alcohol Test Result or Other Violation of this Policy

Except for Pre-Employment Drug Testing, the first time an employee does not pass a drug test and/or tests positive for alcohol, he/she will be referred to the Employee Assistance Program (EAP) and must comply with any conditions set by the EAP Consultant ("counseling program"). Failure to comply with any conditions set forth in the counseling program will result in termination of employment. As determined by the EAP Consultant and Motorola Solutions, an employee in a counseling program must pass a return-to-duty test for drugs or alcohol (or both) before returning to work. Additionally, an employee who successfully completes a counseling program must submit to follow-up testing for drugs or alcohol (or both) at times and frequencies determined by Motorola Solutions for a period of up to two (2) years following successful completion of the counseling program. An employee who does not pass a second requested drug and/or alcohol test, or does not pass a return-to-duty or any subsequent follow-up test, may be terminated. Discipline for actions of an employee while under the influence of drugs and/or alcohol, for possession, use, purchase, sale, dispensation, distribution, transfer or manufacture of drugs or other controlled substances, and/or for violations of smoking restrictions will be handled under Motorola Solutions's Progressive Discipline Policy.

Testing Procedures

Alcohol Collection and Testing Procedures

Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and cooperate in the site's normal specimen collection procedures.
3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. A screening test will be conducted first. If an employee's screen test result is less than .02, the employee will have passed the test.
5. If the employee's measured alcohol concentration is .02 or more, the employee will be required to take a confirmation test. The results of the

- confirmation test, not the screen test, are determinative. If the employee's confirmation test result is less than .04, the employee will have passed the test. If the employee's confirmation test result is .04 or more, the employee will have tested positive for alcohol.
6. The technician will notify Motorola Solutions of the employee's test result in a confidential manner.

Drug Collection and Testing Procedures

Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Applicants and employees subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Applicants and employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and otherwise cooperate in the site's normal specimen collection procedures. Applicants and employees will have the opportunity to disclose any over-the-counter or prescribed medications that they are using or have recently used, or any other information, medical or otherwise, that they think may be relevant to the testing.
3. Specimens will be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. Collected specimens will be tested by a certified laboratory. The laboratory will test specimens for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory will first conduct a screen on the specimen. If the screen test is negative, the laboratory will report to Motorola Solutions that the applicant or employee has passed the drug test. If the screen test is positive, the laboratory will analyze the applicant's or employee's specimen using gas chromatography/mass spectrometry. The laboratory will send the test results to the MRO.
5. The MRO is responsible for ensuring the accuracy and integrity of the drug testing process. If an applicant or employee has a confirmed positive, adulterated, substituted, or invalid drug test result, the MRO will contact the applicant or employee by telephone via the information provided by the applicant or employee on the custody and control form. Applicants and employees must promptly cooperate with the MRO.
6. The MRO will advise Motorola Solutions if an applicant or employee has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a verified negative test result to Motorola Solutions. If the applicant or employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to Motorola Solutions that the applicant or employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or employee to additional testing.
7. Motorola Solutions will advise applicants and employees of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

Appeal Procedures

Employees or applicants may appeal a MRO verified positive, adulterated, or substituted test result by submitting a sealed, written appeal letter to the Motorola Solutions Drug and Alcohol Program Manager within ten (10) business days of notice of their results. This letter should explain the basis of the appeal and the material facts supporting the appeal.

Upon receipt of the appeal letter by the Motorola Solutions Drug and Alcohol Program Manager, the appeal will be thoroughly investigated and considered. The employee/applicant will be notified of the final decision in writing within ten (10) business days of the Motorola Solutions Drug and Alcohol Program Manager's receipt of the appeal.

Confidentiality of Records

Records relating to drug and/or alcohol testing are maintained and protected in accordance with legal requirements and our standards for privacy and confidentiality of personal health information. Copies of all records relating to test results and other information relating to the testing process may be requested by the employee or applicant.

Inspections

Motorola Solutions reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as purses, lunch boxes, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, or lockers) that may conceal illegal drugs, alcohol, or other contraband.

Crimes Involving Drugs

Employees who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their supervisors/managers and the Human Resources Department within five (5) days after such conviction, plea, or sentence. If an employee who is convicted of, pleads guilty to, or is sentenced for a crime involving illegal drugs performs work directly relating to Motorola Solutions's contracts or grants with a state or the federal government, Motorola Solutions will report such conviction, plea, or sentence to the appropriate agency within ten (10) days after it receives notice. Motorola Solutions may take disciplinary and/or other appropriate action (e.g. referral to the Employee Assistance Program) when an employee engages in any conduct or is involved in any crime that harms Motorola Solutions' operations or reputation.

Smoke-Free Workplace

Employees may smoke in designated smoking areas only. Where required by local law or by the terms of a lease agreement, smoking will be prohibited inside Motorola Solutions facilities and within a certain distance of facility entrances (distances may vary in accordance with local requirements). "No smoking" signs will be clearly and conspicuously posted in areas where smoking is prohibited. For purposes of this policy, "smoking" includes electronic cigarettes or any other devices that look like and act as traditional/ordinary tobacco products.

Cross Reference

- Progressive Discipline
- Open Door Process

Definitions

Drugs: Controlled substances that are not being used and possessed under the supervision of a licensed health care professional or as otherwise allowed by federal law. Motorola Solutions currently tests for the following drugs: Amphetamines (Dexedrine, Speed, Ice, Crack, Uppers), Cannabinoids (THC, Marijuana), Cocaine (Crack), Opiates (Heroin, Morphine, Codeine), and Phencyclidine (PCP, Angel Dust).

Employee Assistance Program (EAP): A program to assist employees and their dependents with personal, family, financial, relationship, substance abuse, and other problems. Motorola Solutions EAP Consultants also provide consultation to managers on performance management and productivity concerns, as well as on business change impacting the workplace.

Medical Review Officer (MRO): The trained, knowledgeable, independent physician(s) retained by or under contract to Motorola Solutions. The MRO reviews drug test results from the laboratory and evaluates any medical explanations for such results.

Pass a Drug Test: Not to test positive for drugs or not to have an adulterated or substituted specimen.

Version Date: 02/01/2010

Original Effective Date: 01/01/2002

Broward County Sheriff's Office sample payments

(38 month plan)

Compound Period: Annual

Nominal Annual Rate: 0.000% first three months

Nominal Annual Rate: 2.330% remaining term

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	12/30/2018	\$ 11,500,000.00	1		
2 Rate Change	4/1/2019	Rate: 2.330 %	Compounding: Annual		
3 Lease Payment	2/28/2020	\$ 4,006,484.40	3	Annual	2/28/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/30/2018				\$ 11,500,000.00
	4/1/2019		Rate: 2.33%	Compounding: Annual	
1	2/28/2020	\$ 4,006,484.40	\$ 247,853.75	\$ 3,758,630.65	\$ 7,741,369.35
2	2/28/2021	\$ 4,006,484.40	\$ 180,373.91	\$ 3,826,110.49	\$ 3,915,258.86
3	2/28/2022	\$ 4,006,484.40	\$ 91,225.54	\$ 3,915,258.86	\$ -
Grand Totals		\$ 12,019,453.20	\$ 519,453.20	\$ 11,500,000.00	

Illustration only, rates subject to change. Final rates will be established 14 days prior to contract execution. Interest rates will be indexed to average life Libor.

*** subject to receiving authorized notice to proceed on or before November 15, 2018

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 115 “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION, USES AND CONDITIONS OF USE” TO ADDRESS CONDITIONS OF USE FOR PARKING FACILITIES; AMENDING ARTICLE 635 “SITE PLAN” TO ADDRESS SITE PLAN MODIFICATION REGULATIONS; AMENDING ARTICLE 675 “TEMPORARY USE AND SPECIAL EVENT PERMIT” TO CREATE A WAIVER PROCESS FOR THE NUMBER OF SPECIAL EVENTS PER YEAR

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Text Amendment 28 staff report 2nd reading, O-2018-018 28th Text Amendment, 28th Text Amend app



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: September 25, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director 

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. 

SUBJECT: **TX-48-18:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (SECOND READING).

REQUEST

TEXT AMENDMENT

1. To allow stacked vehicle storage/parking facilities; Article 115.
2. To include City right-of-way and City owned property in the four (4) times per year Special Event exception; Section 675-20(F)

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time, any set of regulations becomes antiquated unless periodically updated.

The following amendments to the Unified LDC are proposed:

1. PARKING FOR VEHICLES

This amendment will reinstate a previously approved code change (O-2016-006) that was inadvertently overwritten due to the slow codification of the City's Code of Ordinances.

The amendment allows vehicles to be parked, valet style, in stacks and rows with the following conditions:

- Must provide attendants to receive, park, and deliver the automobiles to customers;
- Parking, stacking, driveway aisle, drop-off and delivery areas, and stall dimensions shall be shown on the circulation plan for the automobile storage parking facility;

- Stacking rows for vehicles shall be permitted. Stacking rows shall be a minimum eight and one-half (8 ½) feet in width and a maximum of 140 feet in depth; and
- Overnight storage of automobiles shall be permitted in the designated automobile storage area.

2. SPECIAL EVENTS

This amendment will allow Community Redevelopment Agency (CRA) and City sponsored special events to exceed the maximum limit of four (4) times per year subject to administrative review and approval by the Parks and Recreation Director. This is currently the case for special events located within the Planned Mixed Use District (PMUD) zoning district or properties subject to a Florida paramutual license and a development agreement with the City.

This amendment is at the request of the CRA Executive Director.

This application requires two (2) public hearings by the City Commission.

PLANNING AND ZONING BOARD RECOMMENDATION

On July 18, 2018 the Planning and Zoning Board recommended approval of the proposed text amendments.

CITY COMMISSION PREVIOUS ACTION

On August 28, 2018 the City Commission approved this ordinance on first reading.

CITY COMMISSION ACTION

Approve ordinance.

ORDINANCE NO. 2018-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 115 “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION, USES AND CONDITIONS OF USE” TO ADDRESS CONDITIONS OF USE FOR PARKING FACILITIES; AMENDING ARTICLE 635 “SITE PLAN” TO ADDRESS SITE PLAN MODIFICATION REGULATIONS; AMENDING ARTICLE 675 “TEMPORARY USE AND SPECIAL EVENT PERMIT” TO CREATE A WAIVER PROCESS FOR THE NUMBER OF SPECIAL EVENTS PER YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City’s Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach (“City Commission”) finds it periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the Planning and Zoning Board, sitting as the City’s Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City’s Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 115, entitled “Industrial Districts: Permitted, Prohibited, Special Exception Uses, and Conditions of Use” of Chapter 28, “Land Development Code” of the City Code of Ordinances is amended to read as follows:

ARTICLE 115. INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE

* * *

Sec. 115-40. - Schedule of permitted uses.

P	-Permitted
A	-Permitted accessory use only
#, #	(Ex: 1, 2) Permitted subject to the conditions of use numbered 1 and 2 found in section 115-50
SE	-Permitted special exception use only, pursuant to article 630
SE(#, #)	(Ex: 1, 2) Permitted as a special exception only, and subject to conditions of use numbers 1 and 2 found in section 115-50.
NP	-not permitted
Legend	

MARINE AND HEAVY INDUSTRIAL USES									
									PEDD
Parking for vehicles and equipment	NP	17, 76, 77	NP	17, 74, 76	35, 36	NP	P (81)	NP	

Sec. 115-50 Condition of Use Parking Facilities.

81. Notwithstanding the requirements of Article 265 and Article 320 to the contrary, a parking facility which stores automobiles for customers, or provides attendants to receive, park, and deliver the automobiles to customers may be permitted subject to the following requirements:
A. Parking, stacking, driveway aisle, drop-off and delivery areas, and stall dimensions shall be shown on the circulation plan for the automobile storage parking facility.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

B. Stacking rows for vehicles may be permitted. Stacking rows shall provide a minimum eight and one-half (8 ½) feet in width and a maximum of 140 feet in depth.

C. Overnight storage of automobiles may be permitted in the designated automobile storage area.

* * *

Section 3. That Article 675. – “Temporary Use and Special Event Permits” of the City of Dania Beach Land Development Code is amended to read as follows:

Article 675. – TEMPORARY USE AND SPECIAL EVENT PERMITS

Sec. 675-20. - Temporary uses authorized.

(F) Notwithstanding the above standards and regulations, Community Redevelopment Agency (CRA) and City sponsored special events, along with properties which are zoned PMUD or properties subject to a Florida pari-mutuel license and a development agreement with the city, may exceed the maximum limit of four (4) times per calendar year for recurring events or uses, subject to administrative review and approval by the parks and recreation director. Applications for recurring temporary uses and special events exceeding four (4) times per calendar year shall provide a schedule of events identifying the dates and times of all proposed temporary uses and special events to be approved annually. The parks and recreation director may impose reasonable conditions as provided for in section 675-40(c) necessary to ensure the public health, safety, and general welfare.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 6. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on August 28, 2018.

PASSED AND ADOPTED on second reading on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Text Amendment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: TX-48-18

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd.

Business Telephone: 924-6805 Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendments

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture?

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS _____ DAY OF _____, 20____

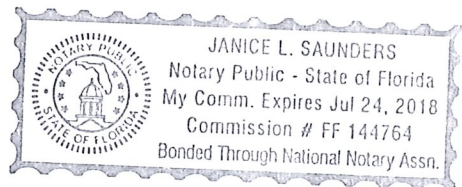
By:

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of FL)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)		
ADOPT ORDINANCE AMENDING CHAPTER 8, ENTITLED “BUILDINGS,” ARTICLE I “IN GENERAL,” SECTION 8-7 “FENCING REQUIREMENTS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION”;		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Text Amend Construction fence staff report 2nd reading, O-2018-019 Amending Section 8-7 Construction Fencing, Text Amend construction fence app



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: September 25, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *[Signature]*

SUBJECT: **TX-63-18:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (SECOND READING).

**REQUEST
TEXT AMENDMENT**

To amend the requirements of construction fence screening.

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any, set of regulations becomes antiquated unless periodically updated.

CONSTRUCTION FENCING

This amendment will change the construction fence screening requirements as identified below:

- Reduces project rendering and information coverage from 100% to a minimum of 75% of the fence along ROW for arterial/state roads.
- Requires a minimum 25% coverage for project rendering and information on the fence along local roads.
- Eliminates names of the project team members and companies such as the architect, planner or manager, and lending institution from required information and make it optional.
- Adds project rendering, and project website to the list of required information.
- Allows the city logo to be included in the screening graphics if approved by the City Commission.

These changes are at the request of the development community and CRA. This application requires two (2) public hearings by the City Commission.

CITY COMMISSION PREVIOUS ACTION

On August 28, 2018 the City Commission approved the ordinance on first reading.

CITY COMMISSION ACTION

Approve ordinance.

ORDINANCE NO. 2018-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8, ENTITLED "BUILDINGS," ARTICLE I "IN GENERAL," SECTION 8-7 "FENCING REQUIREMENTS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances (the "City Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, commercial properties under construction are required to provide security fencing pursuant to the City Code of Ordinances (the "City Code") and the Florida Building Code; and

WHEREAS, security fencing during construction will help prevent nuisance conditions and ensure a safe environment in case of emergencies; and

WHEREAS, the City Commission finds it necessary to set forth the conditions under which construction security fencing may be placed on private property and to provide minimum standards as to how they are installed and maintained; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, two (2) public hearings were held before the City Commission in accordance with Florida Statutes; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 8, “Buildings,” Article I “In General,” Section 8-7 “Fencing requirements for commercial properties under construction” of the City Code of Ordinances is amended to read as follows:

Chapter 13 – Buildings

ARTICLE I. – In General

. . .

Sec. 8-7. – Fencing requirements for commercial properties under construction.

Where commercial properties under construction are required to provide security fencing pursuant to the City Code or the Florida Building Code, the following requirements shall be met, in addition to all requirements of the Florida Building Code:

- (1) All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and
- (2) Gates shall be secured and locked with a lock substantial enough to ensure closure and security when workers are not on the job site; and
- (3) When the construction site has required construction fencing which is adjacent to any public right-of-way, the fence adjacent to ~~said~~ the right-of-way shall have a visual and dust barrier or screening of canvas or mesh fence covering. Such ~~screening~~ barrier or screen shall include:
 - a. Project renderings and other information which shall cover ~~up to~~ at least seventy-five percent (75%) of the entire length of the fence along the right-of-way of an arterial roadway or state roadway and at least twenty-five percent (25%) along local roadways, except as provided below, but shall not extend above the top of the required fence;
 - b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, ~~names of the project team member companies such as the architect, planner or manager, lending institution,~~ project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution and general contractor;

- c. No part of the fence covering may contain advertising or sales information;
 - d. Screen graphics can be permitted and installed after a permit application for site construction has been submitted, but must be installed no later than issuance of the permit for site construction;
 - e. All screening shall be maintained in good condition and shall be maintained in a taut condition throughout the allotted permit time. The barrier or screening must be kept secure from any wind ~~action~~damage, free of rips, ~~and~~ tears and discoloration;
 - f. The City logo may be included in the barrier or screening graphics as approved by the City Commission.
- (4) All wind barrier or screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the city. A barrier or ~~S~~screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended.
 - (5) The fence and required coverings shall be installed no later than at the time of issuance of a building permit and shall be removed when a certificate of occupancy is received.

...

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. That this Ordinance shall take effect immediately upon City Commission adoption.

PASSED on first reading on August 28, 2018.

PASSED AND ADOPTED on second reading on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: TX-62-18

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendment to Construction Fence

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture?

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 17 DAY OF 07, 20 18

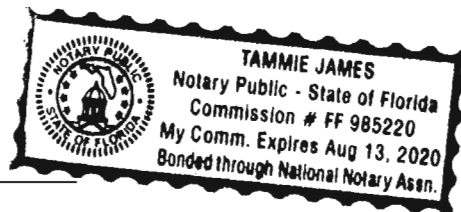
By:

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary

(Signature of Notary Public – State of FL)



Personally known _____ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 6, ENTITLED, "BEACHES, PARKS, WATERWAYS AND RECREATION" OF THE CITY CODE OF ORDINANCES TO AMEND SECTION 6-12 ENTITLED "FISHING, SKIN-DIVING, SCUBA DIVING, SPEARFISHING, LAUNCHING OF BOATS AND OPERATING VEHICLES" OF ARTICLE I "IN GENERAL" TO CONFIRM THE PROHIBITION OF FISHING AND SURF-CAST FISHING ON AND FROM THE BEACH DURING THE HOURS OF 9:00 A.M. AND 6:00 P.M.

Purchasing Requests ONLY

Dept:

Acct #:

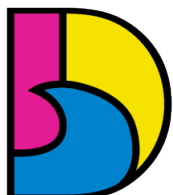
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Adoption of Ordinance Amending Sec. 6-12 (Fishing Restrictions), O-2018-Amending Sec. 6-12 - Fishing Prohibition



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: September 11, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager
Eric Brown, Director, Parks and Recreation Department

From: Thomas J. Ansbro, City Attorney

Subject: Adoption of Ordinance to Confirm Prohibited Hours for Fishing from Beach
(Sec. 6-12 of the City Code of Ordinances entitled, "Fishing, skin-diving, scuba diving, spearfishing, launching of boats and operating vehicles restricted")

At the City Commission meeting of August 28, 2018, the Commission directed that the referenced Section be amended to provide that fishing be prohibited only during the hours between 9:00 a.m. and 6:00 p.m. The Ordinance is attached which will provide for that restriction.

Adoption of the Ordinance is recommended.

TJA:la

Attachment: Proposed Ordinance

ORDINANCE NO. 2018-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, ENTITLED, "BEACHES, PARKS, WATERWAYS AND RECREATION" OF THE CITY CODE OF ORDINANCES TO AMEND SECTION 6-12 ENTITLED "FISHING, SKIN-DIVING, SCUBA DIVING, SPEARFISHING, LAUNCHING OF BOATS AND OPERATING VEHICLES" OF ARTICLE I "IN GENERAL" TO CONFIRM THE PROHIBITION OF FISHING AND SURF-CAST FISHING ON AND FROM THE BEACH DURING THE HOURS OF 9:00 A.M. AND 6:00 P.M.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article I, entitled "In General" of Chapter 6, entitled "Beaches, parks, waterways and recreation'", and specifically Section 6-12, "Fishing, skin-diving, scuba diving, spearfishing, launching of boats and operating vehicles restricted" of the City Code of Ordinances, is amended to read as follows:

Sec 6-12. - Fishing, skin-diving, scuba diving, spearfishing, launching of boats and operating vehicles restricted.

...

(b) It shall be unlawful to fish from boats, ~~to fish from the beach, to fish from the surf,~~ to swim, to scuba dive, to skin-dive or bring or allow any boat to come within an area of one hundred (100) yards from the outside perimeter of the municipally-owned fishing pier at Dania Beach. It shall also be unlawful to operate any type of boat, vessel or watercraft of any kind within any restricted area as designated by any signs, buoy markers or both, located within a one-hundred-yard distance off-shore as measured at low tide in all beach areas located within the city. It shall also be unlawful to fish or surf cast from any part of the public beach between the hours of 9:00 a.m. and 6:00 p.m. ~~or~~ on any day. Additionally, it shall be unlawful to fish from any boat within three hundred (300) yards of the low water mark along the entire beach abutting the Atlantic Ocean in the city.

...

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. That this Ordinance shall take effect immediately upon City Commission adoption.

PASSED on first reading on September 11, 2018.

PASSED and ADOPTED on second reading on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

signed memo 2nd reading, O-2018-021 Authorize Expenditure of Funds for BC Permitting, Licensing Division \$1M



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: September 25, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director 

SUBJECT: Approval of Expenditures for Broward County Permitting, for Building Code Services Exceeding \$1 Million for Building Code Services

The building permitting plan review and inspection services provided by the Community Development Department have increased significantly in recent years. The Department properly oversaw a 545% increase in construction activity from 2012 to 2018. This percent represents an increase of \$54.4M of construction value in 2012 to \$328.8M of construction value in 2018. It is further anticipated that the value of construction during the upcoming FY2019 may approach \$500M. This significant increase in construction activity translates into additional cost for contracted building code services with our providers.

In order to comply with the City Charter as required by section 2 "certain expenditures" of Article 3 "Powers of the City" of the City Code of Ordinances requires that the City Commission approve by Ordinance any expenditure of City Funds that exceeds \$1,000,000 after two advertised public hearing. The expenditures incurred from Broward County for building code services are expected to exceed \$1M in the current and upcoming fiscal years after.

Funding for these expenditures are planned and appropriated each year in the City's annual budget and approved by the City Commission.

STAFF RECOMMENDATION

Commission approval of the ordinance.

ORDINANCE NO. 2018-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for Building Code Services provided by Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department will exceed the monetary threshold; and

WHEREAS, expenditures for Building Code Services will always be expected to exceed One Million Dollars (\$1,000,000.00) per fiscal year; therefore, this Ordinance authorizes such expenditures which are made in future budgets for future fiscal years;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) relating to Building Code Services provided by Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department.

Section 2. That the expenditures for Building Code Services are expected to always exceed the One Million Dollar (\$1,000,000.00) threshold in future fiscal year budgets, and, therefore, this Ordinance authorizes such expenditures which are made in future budgets for future fiscal years.

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 5. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on September 11, 2018.

PASSED AND ADOPTED on second reading on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Popeys staff report, R-2018- Popeye's Variance (VA-59-18), Popeye's app & backup OPT, Popeyes plans OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: September 25, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director 

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. 

SUBJECT: **VA-59-18:** The applicant, Mark Brenchley, on behalf of the property owner, Pop Florida Properties, LLC, is requesting a sign variance approval for the property located at 506 S. Federal Highway.

**REQUEST
VARIANCE**

1. To allow an additional wall sign on the east building elevation, the Land Development Code (LDC) permits only one (1) wall sign per street frontage per tenant; per Section 505-90(V).
2. To allow a total sign area of approximately fifty-two (51.74) square feet, the LDC permits a maximum sign area of forty-four and a quarter (44.25) square feet on the south building elevation; per Section 505-90(V).
3. To allow a monument sign on a site with a building setback of twenty-four feet (24'), the LDC requires a minimum of thirty feet (30'); per Section 505-90(O).

PROPERTY INFORMATION

ZONING DESIGNATION:	South Federal Highway – Mixed Use (SFED-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS

There is a closed violation fee that has not yet been paid.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is the former Kentucky Fried Chicken restaurant located on South Federal Highway. Popeye's restaurant will be occupying the vacant property and is currently making renovations to the building. Part of other renovations include new signage, which requires variances.

VARIANCE

1. To allow an additional wall sign on the east building elevation, the Land Development Code (LDC) permits only one (1) wall sign per street frontage per tenant; per Section 505-90(V).
2. To allow a total sign area of approximately fifty-two (51.74) square feet, the LDC permits a maximum sign area of forty-four and a quarter (44.25) square feet on the south building elevation; per Section 505-90(V).
3. To allow a monument sign on a site with a building setback of twenty-four feet (24'), the LDC requires a minimum of thirty feet (30'); per Section 505-90(O).

The applicant has requested two (2) wall signs facing South Federal Highway, one (1) sign facing SW 5 Street, and a monument sign at the front of the building, also facing South Federal Highway.

SIGNAGE VARIANCE

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 505-180, which are identified below.

- (1) The variance request is in harmony with the general intent and purpose of this article, and is not contrary to the public interest, especially with regard to the aesthetic impact on the surrounding area.
- (2) The variance is necessary in order for the sign to achieve the level of visibility and effectiveness typical for conforming signs within the same zoning district in the city and intended by this article.
- (3) The impaired visibility or effectiveness of the signage allowed in this article would result in unnecessary or undue hardship.
- (4) The hardship is not a result of the applicant's actions, financial hardship, or any inconvenience of complying with the code, but is a result of:
 - (a) Conditions that are unique to the land, building, site configuration; or
 - (b) Conditions that are unique to the configuration of the site in relation to adjacent sites or features; or
 - (c) Other unique conditions that are not self-created by the applicant.
- (5) The request is the minimum necessary deviation from the requirements of this article to provide for reasonable and adequate sign visibility and effectiveness, with due consideration for the aesthetic of the sign and its scale relative to that of buildings and signs on the same and adjacent properties.

The applicant provided a justification statement identifying how their requests are consistent with the Variance criteria.

CITY COMMISSION ACTION

Approve the resolution.

RESOLUTION NO. 2018-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 625, "Variances" of the Land Development Code (the "LDC"), POP Florida Properties, LLC on behalf of the property owner (the "Applicant"), has applied to the City of Dania Beach (the "City"), for approval of variance request (VA-59-18) for property legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, LDC Section 625-40 states that the City Commission may grant a variance based on its determination that the Applicant has demonstrated that the criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant is requesting a variance (VA-59-18) to permit two (2) wall signs on one building frontage with a combined total sign area of 51.74 square feet which exceeds the maximum sign area of 44.25 square feet permitted for said building frontage pursuant to LDC Section 505-90(V)(1), which permits one sign and with a maximum sign area based on 1 square foot/one linear foot of building frontage; and

WHEREAS, the Applicant is requesting a variance (VA-59-18) to allow a monument sign on a site with a building setback of twenty-four (24) feet where the LDC, Section 505-90(O) requires a minimum building setback of thirty (30) feet; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the LDC; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the City Commission finds that approval of the requested variance is consistent with the City's Land Development Code and Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 625, “Variances” the variance application (VA-59-18) attached as Exhibit “B” is hereby approved.

Section 3. Pursuant to Section 625-50 “Expiration of Variances” of the Land Development Code, the variance approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings within eighteen (18) months from the date of this Resolution.

Section 4. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1, 2 AND 3, BLOCK 3, DANIA HEIGHTS, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 3, PAGE 22, PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.

LESS AND EXCEPT THE ROAD RIGHT OF WAY FOR U.S. HIGHWAY 1.

PROPERTY TAX IDENTIFICATION NUMBER

5142-03-04-0230

EXHIBIT “B”

(VA-59-18)

Sign Variance Request

Popeye's 506 S. Federal Way

Revised 8.20.2018 adding monument

sign justification

Wall sign variance request #1: 2 signs on Federal Way elev. -Sec. 505-90(V)(1) allows 1 sign.

Wall sign variance request #2: sign #1-42.74 SF, sign # 2- 9 SF 42.74SF + 9SF = **51.74 SF**
Sec. 505-90(V)(1) allows 44.25 SF (44.25 bldg. frontage X 1'0")

Monument Sign Variance request #3 Existing building setback is 24.75' vs. the required 30'
building setback required by Sec. 505-90(O)(1)

Cumulative Sign Area Calculation: Total allowed 147.28 SF

Primary wall facing east - Federal Way 47.35' X 1.5 SF=71.02 SF

Secondary wall facing north - 5th St. 63.55' X 1.2 SF = 76.26 SF

Total signs proposed for Popeye's building:

2 wall signs facing east- 42.74 SF+9 SF=51.74 SF

1 wall sign facing north- 9 SF

1 monument sign- 36 SF- (2 sided sign 18 SF ea.)

1 clearance 8'6" sign - 4.0 SF (located on rear canopy covering drive thru window)

Proposed Cumulative Sign Area 100.74 SF (compliant)

Sign Variance Criteria

(A) A sign variance may be granted upon the finding of the following criteria:

- Purpose and Intent:** Each sign within this variance request is in harmony with Sec. 505-10.(A) Purpose and (B) Design of the City of Dania Beach sign regulations within the Land Development Code. The sign code provides size and locational requirements that are based on measurable factors such as zoning, frontage, size of building and/or lot. But also provided in the Purpose is the intent to encourage aesthetics, innovative sign and lighting design, community appearance enhancement and allowance for special circumstances. The property is located within a mixed-use zone in an area of Dania Beach that is tired and aging as well as economically underdeveloped. Therefore, the allowance of slightly larger signs than are permitted based on arbitrary dimensional requirements falls within the special circumstance provisions and should be encouraged when they promote the "reasonable use" of sign identification, commercial viability and enhancement of this tired commercial parcel along the very visible and heavy trafficked Federal Way corridor. Two of the three building signs (round Popeye's logo) proposed within this application and which lift the proposed sign area above the permitted sign area, are proposed to architecturally accent the existing vertical turret on the corner of the front elevations. The two wall signs proposed in the variance application will not be contrary to the public interest especially with regard to the aesthetic impact on the surrounding Federal Way corridor but will enhance said corridor.
Monument Sign- The building was built in 1983 and complied with a building setback of 24.75' and complied with zoning requirements. The sign code was adopted in 2012 requiring a 30' setback for a monument sign with a minimum setback of 5'. Because the building does not have a 30' setback, any monument sign must be setback 30' and the only location for a

compliant sign setback is along side the drive thru driveway where it is not readily visible from Federal Hwy. and therefore does not provide reasonable use or identification.

2. **Sign Visibility:** As mentioned in 1 above, one of the two circular Popeye's logo signs is proposed for the front or east elevation and which is really the reason for this variance and is proposed to be located on the building's visible corner tower element. Said sign location not only increases the level of visibility for the Popeye's branding signs but also enhances the only significant architectural building element on an otherwise not-descript building. Both walls of the corner turret which face a street and the branding signs will be placed high on the tower element to add interest and verticality to the existing non-descript single-story building.

Monument Sign- As also mentioned in 1 above, a compliant setback of 30' for a monument sign decreases reasonable visibility dramatically as said location is far to the left of the building and even to the left of the drive thru. The proposed location of the monument sign in front of the existing building is the most visible location and appears compliant with the sign code because of the extra wide public right of way of Federal Hwy.

3. **Unnecessary hardship.** If the sign code was literally enforced, an unreasonable and unnecessary hardship would result as these signs can only be located on the narrowest building elevation facing Federal Way- one of the most traveled commercial corridors in Dania Beach. The sign code limits the size of the wall sign and said limitation is based on the width and hence, visibility of the building elevation to the public. If the elevation were wider, like the building's north elevation facing 5th St., then the sign area would be larger and the Popeye's brand much more reasonably identifiable.

Monument Sign- The remote location for a compliant monument sign will create an unnecessary hardship but most importantly, a signage requirement that is uniquely unreasonable for this specific lot developed in 1983.

4. **The hardship is not a result of the applicant's actions** as the building and site development is existing and the elevation proportions as mentioned in 3 above have been existing since it was constructed in 1983. The owners purchased the parcel in October 2016 and seek to redevelop the site and make it commercially viable. Relocating the drive thru to accommodate a compliant location for a monument sign is unreasonable and most impractical.

(a) **Conditions are unique to the building** frontage and thus the sign opportunities are likewise restricted by the building's narrow frontage and site development

(b) **Conditions are unique to the building's placement** on a corner lot with a narrow building elevation facing the street limiting the essential visibility of the building's use and branding. The building's use and branding identification is further challenged by existing street trees and mid-story plant material on the secondary 5th St. frontage which blocks the larger elevation thus forcing most of the sign identification to be placed at the building's corner turret so as to be seen from Federal Way. The building's placement and site development, particularly the drive thru location dramatically restricts the visibility and reasonable identification of any compliant monument sign with a 30' setback.

(c) **None of the above conditions were created by the applicant.**

5. **The request which seeks an additional sign and sign area on the primary elevation and locating a monument sign with a 5' setback is the minimum necessary** deviation from the requirements of this article to provide adequate sign visibility and effectiveness with due consideration to aesthetics of the sign and its scale relative to the building as well as signs

on adjacent properties. The increase of wall sign area beyond the allowable code is a minimal 17%. The existing building setback variance of 5.25' thus allowing a monument sign with a typical 5' setback is likewise a 17% variance.

(B) The signs proposed within this variance application are not considered prohibited signs as provided for in Sec. 505-50.

(C) This sign variance application is hereby made with the community development department and proper notice as provided in Sec. 610-20 shall be complied with.

(D) The provisions of the building code pertaining to unsafe structures shall apply to signs that are permitted through the sign variance process. Any and all variance signs approved within this application shall comply with all current codes.

THIS INSTRUMENT PREPARED BY:
C. J. de Vilder, Jr., Esq.
3318 Forest Lane, Suite
Dallas, Texas 75234
Attn: Legal Department

AND AFTER RECORDING RETURN TO:
C. J. de Vilder, Jr., Esq.
3318 Forest Lane, Suite
Dallas, Texas 75234
Attn: Legal Department



SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** is made and entered into this 11th day of October, 2016, by **STAR KFC REALCO TWO, LLC**, a Texas limited liability company, with a principal office address of 515 Congress Avenue, Suite 1400, Austin, Texas 78701, hereinafter called the Grantor, to **POP FLORIDA PROPERTIES, LLC**, a Delaware limited liability company, with a principal office address of 3318 Forest Lane, Suite 200, Dallas, Texas 75234, hereinafter called the Grantee. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in the County of Broward, State of Florida, described on EXHIBIT "A" attached hereto together with the improvements now located thereon (collectively, the "Property").

SUBJECT TO all taxes, assessments, liens, easements, encumbrances, restrictions and other matters of record and all matters which an accurate survey or physical inspection of the property would disclose, provided, however, that reference herein shall not act to reimpose the same;

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's

heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through or under the Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND UNDERSTANDS AND AGREES THAT THE PROPERTY (INCLUDING ALL IMPROVEMENTS LOCATED ON THE REAL PROPERTY) ARE SOLD **"AS IS" AND "WHERE IS" WITH ALL FAULTS**, WITHOUT ANY REPRESENTATION OR WARRANTY EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE RELIED SOLELY UPON ITS OWN INSPECTIONS, ENGINEERING STUDIES, REPORTS, FEASIBILITY STUDIES, REVIEWS, AND EXAMINATIONS OF THE PROPERTY, AND OTHER MATTERS RELEVANT TO THE PROPERTY IN MAKING ITS DECISION TO PURCHASE THE PROPERTY. NEITHER GRANTOR NOR ANY PARTNER, AGENT, EMPLOYEE, ATTORNEY, CONTRACTOR, OR REPRESENTATIVE OF GRANTOR HAS MADE ANY, AND GRANTOR SPECIFICALLY DISCLAIMS ANY, REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROFITABILITY, OPERATING HISTORY OR PROJECTIONS WITH RESPECT TO THE PROPERTY, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

[REMAINDER OF PAGE TO BE LEFT BLANK -
SIGNATURE AND NOTARY CERTIFICATION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed the day and year first above written.

SELLER:

Signed, sealed and delivered in the presence of:


Signature of witness

Print name: Charles R. Newman


Signature of witness

Print name: William H. Hoffman

STAR KFC REALCO TWO, LLC, a Texas limited liability company

By: Mastodon Restaurant Management, LLC, a Texas limited liability company, as its Sole Manager

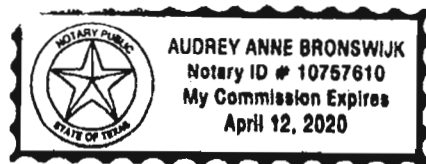
By: 
Name: Eric Tyler

Title: Vice President and Assistant Secretary

STATE OF Texas
COUNTY OF Texas

The foregoing instrument was acknowledged before me this 10th day of October, 2016, by Eric Tyler, as the Vice President and Assistant Secretary of Mastodon Restaurant Management, LLC, a Texas limited liability company, as the Sole Manager of STAR KFC REALCO TWO, LLC, a Texas limited liability company, for and on its behalf. He is personally known to me or produced _____ as identification.

AFFIX NOTARY SEAL / STAMP:




Signature of Notary Public
Print name: Audrey Bronswijk
My Commission Expires: April 12, 2020

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION OF THE PROPERTY:

Lots 1, 2, and 3, Block 3, DANIA HEIGHTS, according to the plat thereof, as recorded in Plat Book 3, Page 22, Public Records of Broward County, Florida.

LESS AND EXCEPT the road right of way for U.S. Highway 1.

PROPERTY ADDRESS OF REAL ESTATE:

506 South Federal Highway, Dania Beach, FL

PROPERTY TAX IDENTIFICATION NUMBER:

5142-03-04-0230



[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

[Events](#) **No Name History**

Detail by Entity Name

Foreign Limited Liability Company
POP FLORIDA PROPERTIES, LLC

Filing Information

Document Number	M16000009956
FEI/EIN Number	46-3489165
Date Filed	12/12/2016
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/01/2017

Principal Address

4055 VALLEY VIEW LANE
SUITE 500
DALLAS, TX 75244

Changed: 11/01/2017

Mailing Address

PO BOX 59924
DALLAS, TX 75229-1924

Changed: 11/01/2017

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC
11380 PROSPERITY FARMS RD #221E
PALM BEACH GARDENS, FL 33410



Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC
11380 PROSPERITY FARMS RD #221E
PALM BEACH GARDENS, FL 33410

Name Changed: 11/01/2017

Authorized Person(s) Detail

Name & Address

Title CEO

PERALES, GUILLERMO
PO BOX 59924
DALLAS, TX 75229

Title CFO

VARGAS, JORGE
PO BOX 59924
DALLAS, TX 75229

Annual Reports

Report Year	Filed Date
2017	11/01/2017
2018	03/13/2018

Document Images

03/13/2018 -- ANNUAL REPORT	View image in PDF format
11/01/2017 -- REINSTATEMENT	View image in PDF format
12/12/2016 -- Foreign Limited	View image in PDF format

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

Parcel Information

Folio Number: 514203040230

Owner: POP FLORIDA PROPERTIES LLC

Situs Address: 506 S FEDERAL HWY DANIA
BEACH FL 33004

Legal: DANIA HEIGHTS 3-22 B LOT 1
LESS ST RD, LOT 2 LESS ST
RD 3 LESS ST RD BLK 3

Millage Code: 0413

Use Code: 22

Land Value: \$ 317,370

Building Value: \$ 234,550

Other Value: 0

Total Value: \$ 551,920

SOH Capped Value: \$ 551,920

Homeslead Exempt: \$ 0
Amt:

WVD Exempt: Amt: \$ 0

Other Exempt: Amt: \$ 0

Taxable Value: \$ 551,920

Sale Date 1: 10/10/2016

Sale Price 1: \$ 725,000

Deed Type 1: SWD

Sale Date 2: 06/06/2012

Sale Price 2: \$ 400,000





Property and building to be redeveloped
as Popeye's restaurant

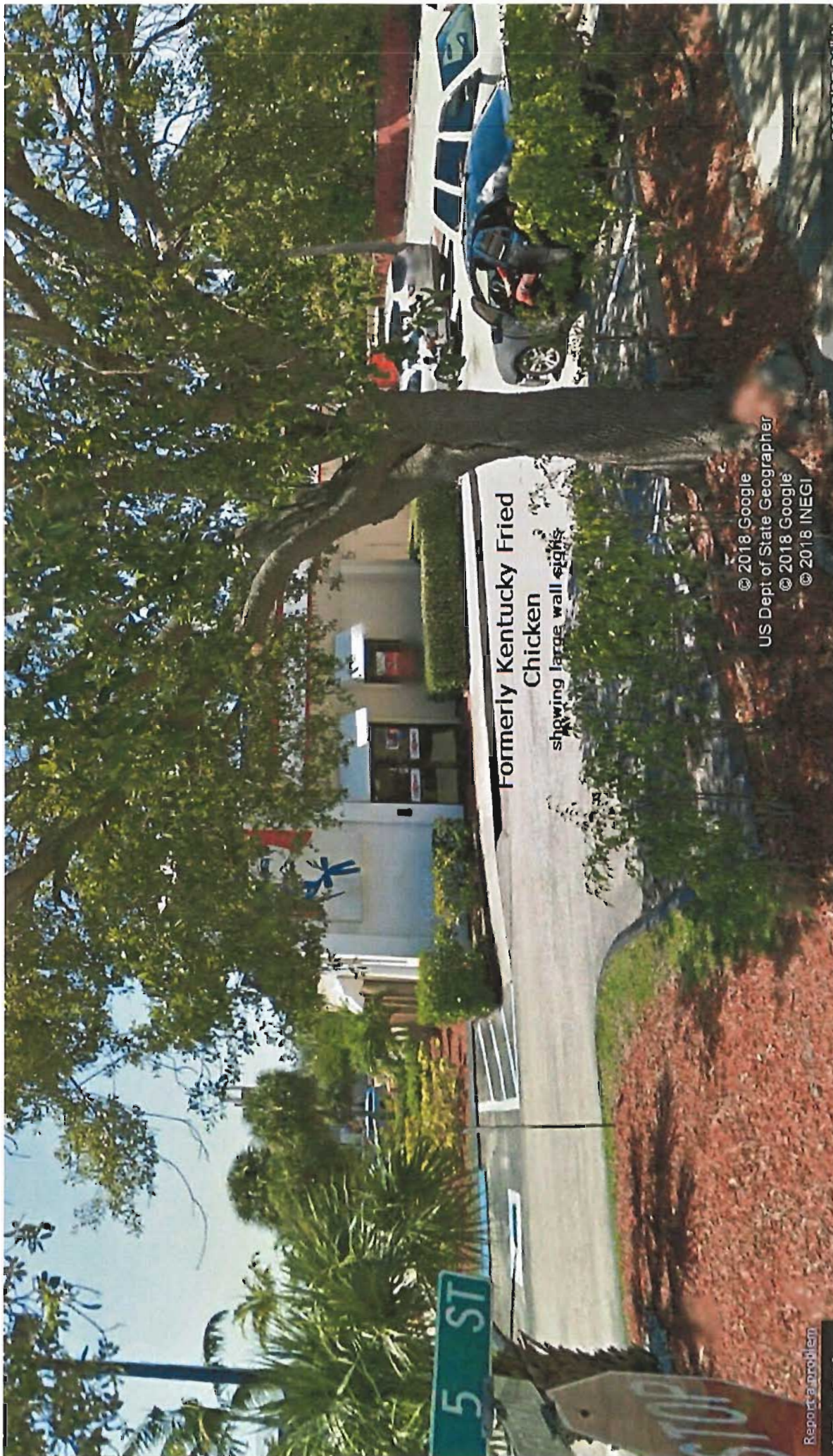
506 South Federal Hwy

© 2018 Google

© 2018 Google

Google Earth

506 South Federal Hwy, Miami, FL 33134, USA



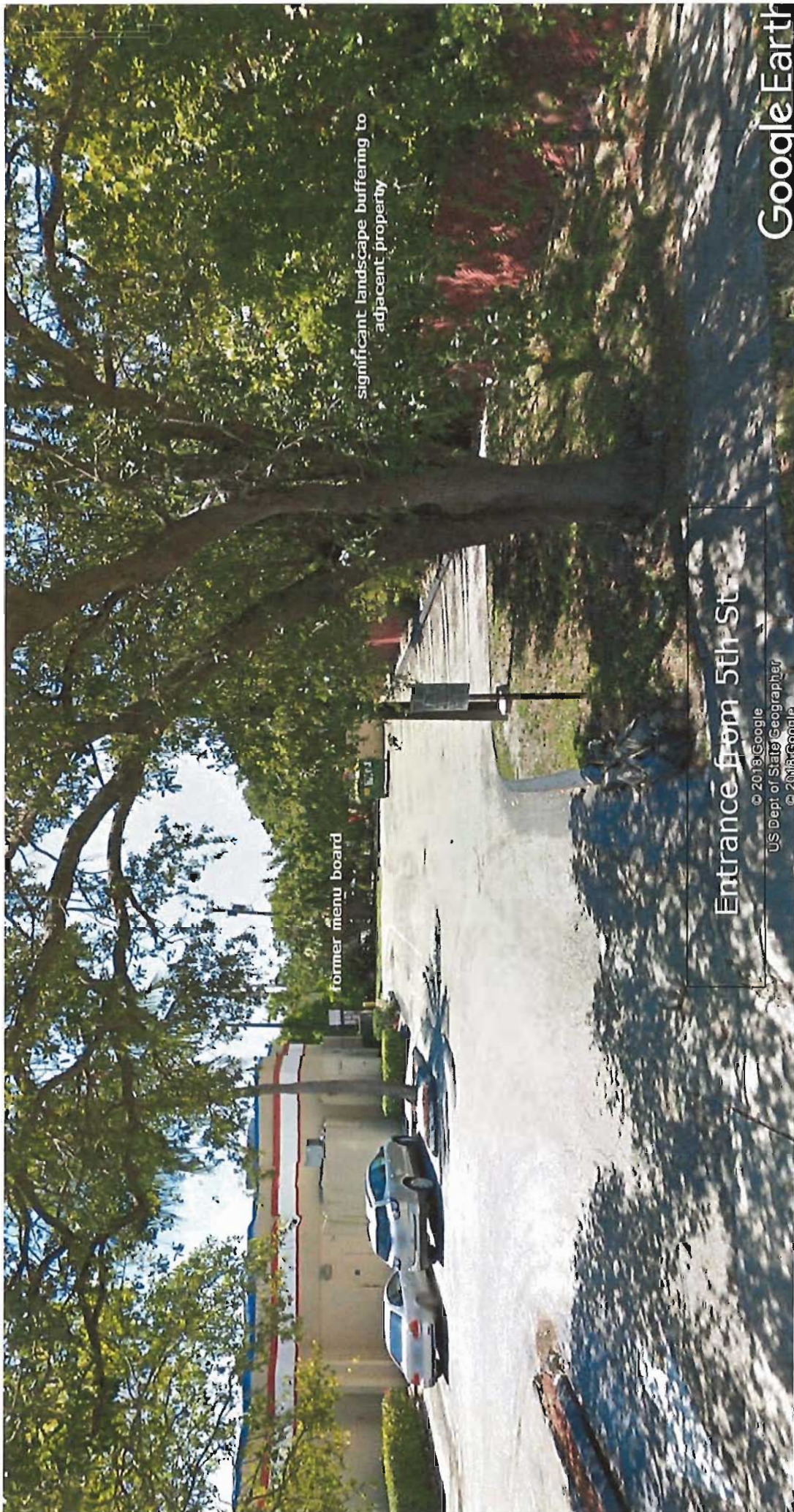
Formerly Kentucky Fried

Chicken

showing large wall signs

© 2018 Google
US Dept of State Geographer
© 2018 Google
© 2018 INEGI

Report a problem



former menu board

significant landscape buffering to adjacent property

Entrance from 5th St

© 2018 Google
US Dept of State Geographer
© 2018 Google

Google Earth



**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, September 25, 2018
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

The following is the hearing of the proposed Resolution.

SUBJECT: **VA-59-18:** The applicant, POP FLORIDA PROPERTIES, LLC (dba POPEYE'S), is requesting a variance on a property located at 506 South Federal Way.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 x3643.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 W. Dania Beach Blvd, Dania Beach, FL 33004, (954) 924-6800 x3623, at least 48 hours prior to the meeting.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The city does not provide or prepare such record pursuant to f.s. 286.0105.

Community Development

Published: Saturday, September 1, 2018

Property Subject of Upcoming Hearing

CH

NAME_LINE	ADDRESS_LI	CITY	STATE	ZIP
✓ 103 DANIA BEACH LLC	103 SE 5 ST	DANIA BEACH	FL	33004
✓ 380 DANIA PLAZA LLC	1722 SHERIDAN ST STE 374	HOLLYWOOD	FL	33020
✓ 550 S FEDERAL HWY LLC	620 TINTON AVE #B200	TINTON FALLS	NJ	07724
✓ ALPHAWAVE HOLDINGS LLC	485 S FEDERAL HWY	DANIA BEACH	FL	33004
✓ AMERICAN MARITIME OFFICERS	PO BOX 66	DANIA BEACH	FL	33004
✓ BRUMBERG HOLDINGS INC	599 S FEDERAL HWY	DANIA BEACH	FL	33004
✓ CASTILLO, PABLO	35 SW 6 ST	DANIA BEACH	FL	33004
✓ CHAMPLIN, ROBERT M	42 SW 6 ST	DANIA BEACH	FL	33004
✓ CHHADVA, BIJAL	2637 E ATLANTIC BLVD #22577	POMPANO BEACH	FL	33062
✓ CINELLI, MARIO A & CHERYL A LE	33 SE 6 ST	DANIA BEACH	FL	33004
✓ CLEMENTI, JOSEPH & SABINA	16670 NE 35 AVE	NORTH MIAMI BEACH	FL	33160
✓ COE, JOSHUA JOHN	102 SE 4 TER	DANIA BEACH	FL	33004
✓ DAGAN, LISE	4820 SW 41 AVE	FORT LAUDERDALE	FL	33314
✓ DICKERSON, CHANTAL DAGNET	251 SW 3 TER	DANIA BEACH	FL	33004
✓ DORAIN, RETHEL WEST LE	PO BOX 336	MORRISVILLE	VT	X5661
✓ DOUBLE G HOLDINGS LLC	1080 NW 116 AVE	PLANTATION	FL	33323
✓ DRAYTON, ELIZABETH	23 SW 5 ST	DANIA BEACH	FL	33004
✓ EAGLE 2015 LLC	1925 NE 21 ST	FORT LAUDERDALE	FL	33305
✓ FAVRESSE, LUCIEN	15 SW 5 ST	DANIA BEACH	FL	33004
✓ FLORIDA 21 LLC	3800 S OCEAN DR #216	HOLLYWOOD	FL	33019
✓ GIUSEPPINA PISTONE REV TR	11041 SW 54 ST	FORT LAUDERDALE	FL	33328
✓ GRADY, MICHAEL J	22 SE 4 ST	DANIA BEACH	FL	33004
✓ HENCHEN, TIMOTHY A	5630 WILLIAM SHORES DR	CUMMING	GA	30041
✓ IRIONDO, ALBERTO H/E	101 SE 5 ST	DANIA BEACH	FL	33004
✓ JAFFE, BEVERLEY J	31 SW 5 ST	DANIA BEACH	FL	33004
✓ JAIKES, GLENN R H/E	49 SW 5 ST	DANIA BEACH	FL	33004
✓ JIMENEZ, RICHARD A	48 SW 10 ST	DANIA BEACH	FL	33004
✓ JOHNSON, CHARLOTTE &	PO BOX 22-1370	HOLLYWOOD	FL	33022
✓ KIRSCH, IRVING M	300-1430 MAPLE ST	*VANCOUVER BC	CA	XV613
✓ KUPCHUN, STEPHEN J & ANA I	43 SW 6 ST #2	DANIA BEACH	FL	33004
✓ LIEM, BRUCE	3150 HIDDEN HOLLOW LANE	DAVIE	FL	33328
✓ LIGHTHOUSE COMMUNITY CHURCH	650 S FEDERAL HWY	DANIA BEACH	FL	33004
✓ LIWINSKA, SYLWIA	23 SW 6 ST	DANIA BEACH	FL	33004

55
Mailed Out. 08/30/18

LOURY, RICHARD A & MARY L	18 SW 5 ST	DANIA BEACH	FL	33004
MACRAE, KATHY LEE LE	1845 THOMAS ST	HOLLYWOOD	FL	33020
MCCOMBS, TERRELL E	41 SW 5 ST	DANIA BEACH	FL	33004
MCKINNEY, DAN W	14 SW 6 ST	DANIA BEACH	FL	33004
MONTGOMERY, DAVID	25 SW 5 ST	DANIA BEACH	FL	33004
MUNDY, WILLIAM H	34 SW 6 ST	DANIA BEACH	FL	33004
NOA HOLDING & INVESTMENTS LLC	9300 S DADELAND BLVD #600	MIAMI	FL	33156
ORTEGA, VICTORIA	16 SE 4 ST	DANIA BEACH	FL	33004
ORTEGA, VICTORIA G	510 SW 2 AVE	DANIA BEACH	FL	33004
ORTNER, TERRY & KARL	31 SW 6TH ST	DANIA BEACH	FL	33004
PACE, JASON	38 SW 6 ST	DANIA BEACH	FL	33004
PARENTE, GEORGE & MICHELLE	550 SE 4 CT	DANIA BEACH	FL	33004
PLAZA GRAND INC	430 S FEDERAL HWY	DANIA BEACH	FL	33004
CITY OF DANIA BEACH <i>C/o Corrine Lajoie</i>	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004
RAMERSAD, PARBATEE	10323 120 ST	SOUTH RICHMOND HILL	NY	11419
RHA 2 LLC	3505 KOGER BLVD #400	DULUTH	GA	30096
ROURKE, DONNA	PO BOX 2324	LAKE WALES	FL	33859
TOMECEK FAM LTD PARTNERSHIP LTD	5901 SW 44 ST	DAVIE	FL	33314
URBINE, CRAIG	38 SW 5 ST	DANIA BEACH	FL	33004
VANCE, DOUGLAS E & ELIZABETH J	27 SW 6 ST	DANIA BEACH	FL	33004
WHITMAN, LINDA	27 SW 4 ST	DANIA BEACH	FL	33004

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, September 25, 2018
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

The following is the hearing of the proposed Resolution.

SUBJECT: **VA-59-18:** The applicant, POP FLORIDA PROPERTIES, LLC (dba POPEYE'S), is requesting a variance on a property located at 506 South Federal Way.

The following is the hearing of the proposed Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 x3643.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 W. Dania Beach Blvd, Dania Beach, FL 33004, (954) 924-6800 x3623, at least 48 hours prior to the meeting.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide or prepare such record pursuant to f.s. 286.0105.
Community Development

Published: Saturday, September 1, 2018

stand.

and

Application Information

Application Site: 506 South Federal Way

Project: To allow an additional signage for a new restaurant.

Application: Variance

Applicant: POP FLORIDA PROPERTIES, LLC (dba Popeye's)

Hearing Date & Time: September 25, 2018 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, 954-924-6805 x 3704



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)



THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 506 S. Federal Way, Dania Beach, Florida 33004

Lot(s): 1,2 and 3 Block: 3 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights

Folio Number(s): 5142 03 04 0230 Legal Description: Lots 1,2,& 3, Block 3 Dania Heights plat as recorded in Plat B.2 P.22 Public records of Broward Co. FL. Less and except the road right of way for US Hwy 1.

Applicant/Consultant/Legal Representative (circle one) Mark Brenchley

Address of Applicant: 3790 Beacon Ridge Way, Clermont, Florida 34711

Business Telephone: 435-512-6833 Home: _____ Fax: n/a

E-mail address: wcfpermits.markb@gmail.com

Name of Property Owner: POP FLORIDA PROPERTIES, LLC dba Popeye's Restaurant

Address of Property Owner: 4055 Valley View Lane, Suite 500 Dallas, Texas 75244

Business Telephone: 972.620.2287 Home: _____ Fax: _____

Explanation of Request: Three wall signs are requested w/variance to Sec.505-90(V)(1):number of wall signs per wall and wall sign area. Sign package originally submitted 2.15.18 as permit #2018-00000313
For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: .485 ac Gross Acreage: _____ Prop. Square Footage: 21,158

Existing Use: vacant (formerly restaurant) Proposed Use: Restaurant

Is property owned individually, by a corporation, association, or a joint venture? No, owned by an LLC

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Mark Brenchley (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

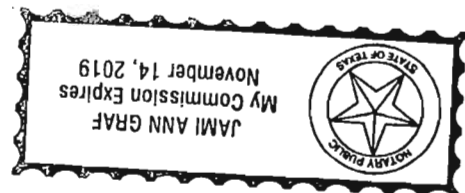
BEFORE ME THIS 30 DAY OF May, 20 18

By:

Jorge Vargas
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Texas)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

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The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



POPEYES

NOT FOR CONSTRUCTION



EAST STAR DESIGN
EAST STAR DESIGN, LLC
PO BOX 581
FORT MYERS, FL 33902
TEL: 888-717-7178
FAX: 888-717-7179
WWW.EASTSTARDESIGN.COM
ARCHITECT/ENGINEER

Unroe Engineering, Inc.
Civil Engineering/Planning/Scientific Evaluation
PO Box 690942, Orlando, FL 32869-0942
BAN - EB 0006579 pl (407) 299-0650

Pop Florida Properties LLC
Popeyes
506 S. Federal Hwy
Dania Beach, FL 33004

REV	No.	Description	Date
1	1	City Comm.	7/24/17

Digitally signed by Darcy Unroe PE
Date: 2017.07.24 13:41:55 -04'00'

Darcy Unroe PE 60929
Sheet name
Overall Site Plan

Date Jul 24, 2017 - 1:39pm
Drawn by DPU
Checked by DPU
Sheet number

C1

1"=20'

5th Street

Federal Way

5' front yard setback

Monument sign

Sign 1

Sign 2

Sign 2

Renovated Fast Food Restaurant

Drive thru

Freestanding Order Canopy w/
CLEARANCE 8'6" sign

Ex Dumpster Enclosure

- # Overall Work Notes:
1. Renovate existing fast food restaurant per architectural
 2. ~~Install New Clearance Bar~~
 3. Install Pre Menu Board
 4. Install Order Canopy.
 5. Install Menu Board.
 6. Install new Exterior Cooler per Arch.
 7. Install new 4" tk concrete walk.
 8. Install new HDCP Ramp per detail.
 9. Install new curb ramp per detail.
 10. Seal coat & re-stripe existing parking lot

Sign 1

POPEYES

LOUISIANA KITCHEN

Sign 2

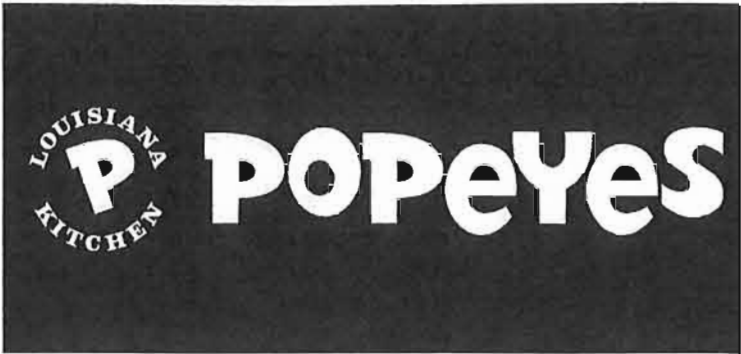
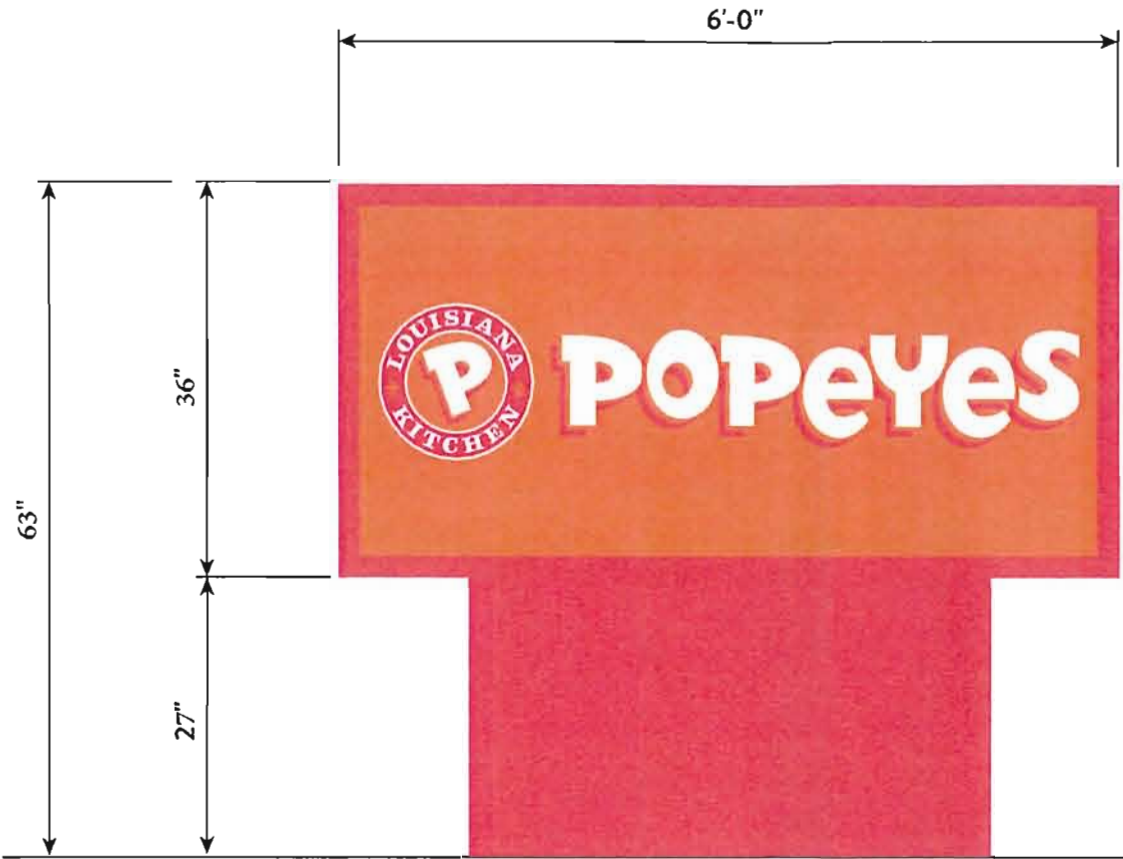


Enlarged Site Plan

Scale 1" = 20'0"

Enlarged Site Plan with additional sign labeling added 6.30.2018 by permission of Unroe Engineering by Mark Brenchley, Planning Consultant, 3790 Beacon Ridge Way, Clermont, Florida 435-512-6833.

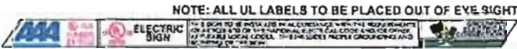
POPEYES - DANIA BEACH, FLORIDA



Night View

COLORS

-  PMS 1655C - 3M 3630-44 ORANGE
-  PMS 187C - 3M 3630-53 CARDINAL RED
-  WHITE - 3M 3630-20 WHITE



Declaration

This is an original unpublished drawing, created by AAA Signs, Inc. It is submitted for your personal use in connection with the project being planned for you by AAA Signs, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of AAA Signs, Inc.

Client Review Status

AAA Signs, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.
☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit
Name _____
Title _____ Date _____

Revisions

Project Information

Client POPEYES - Dania Beach, Florida
Scale 1/2"=1'
Date 3.22.18
Sales LINDSEY OLIVIER Design SHELLY CREDEUR

CUSTOM MONUMENT

AAA SIGNS
www.aaasigns.com
109 Burgess Drive • Broussard, LA 70518
PHONE 800.880.5686 337.233.5686 FAX: 337.261.2533

ALTA/ACSM Land Title Survey



National Flood Insurance
Community Panel: 12011 C 0567 H
Flood Zone: X
Base Flood Elevation N/A
Firm Date: 08/18/2014

Title Information provided by:
Chicago Title Insurance Company
File No.: 5976615
Effective Date: August 23, 2016 at 5:00 p.m.

FOLIO: 5142 03 04 0230
SITE ADDRESS: 506 South Federal Highway
Dania Beach, Florida

BUILDING FOOTPRINT AREA : ± 2156.3 Sq. feet
BUILDING HEIGHT : ± 25.6 feet
LOT AREA : ± 20,165.7 Sq. feet

Title Legal Description
Lots 1, 2 and 3 of DANIA HEIGHTS, according to the plat thereof, as recorded in Plat Book 3, Page 22 of the Public
Records of Broward County, Florida,
LESS and Except the road Right-of-Way for U.S. Highway 1.

Parking
19 Standard parking spaces
01 Handicapped parking space
20 Total Parking spaces

EXCEPTIONS
Schedule B II

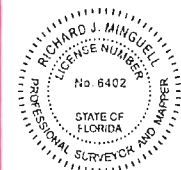
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable. Parcel # 514203-04-0230; gross amount being \$12,411.83; 2015 taxes have been paid.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.- Does not contain matters of survey.
 - B. Rights or claims of parties in possession not shown by the public records.- Does not contain matters of survey.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.- Does not contain matters of survey.
 - D. Taxes or assessments which are not shown as existing liens in the public records.- Does not contain matters of survey.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.- Does not contain matters of survey.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.- Does not contain matters of survey.
6. Any right, interest or claim that may exist, arise or be asserted against the Title pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.- Does not contain matters of survey.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.- Does not contain matters of survey.
8. Matters on the plot of DANIA HEIGHTS, according to the plot thereof, as recorded in Plat Book 3, Page 22, Public Records of Broward County, Florida.- Hereon shown.
9. Easement recorded in Deed Book 343, Page 110.- Hereon shown.
10. Easement recorded in Deed Book 343, Page 112.- Hereon shown.
11. Matters set forth in Deed recorded in Official Records Book 5141, Page 664.- Does not contain matters of survey

SURVEYOR'S NOTES

- Legal description used for this survey was provided by others.
- This Survey has been prepared for the exclusive use of the entities named hereon and do not extend to any unnamed parties.
- Bearings, if any, shown hereon are based on Plat Book 3, Page 22 of Broward County, Florida.
- All dimensions and directions shown hereon are in substantial agreement with record values unless otherwise noted.
- Elevations are based on NAVD 88.
- Due to varying construction standards, building dimensions are approximate.
- All ties to property line are perpendicular to it, unless otherwise noted.
- In all cases dimensions shall control location over scaled positions.
- This survey does not determine or imply ownership.
- Underground improvements and utilities were not located.
- Not valid without the signature & raised seal of a Florida licensed surveyor and mapper.
- I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON, AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION, MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE FOR THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Certified to:
Sun Holdings
Chicago Title Insurance Company

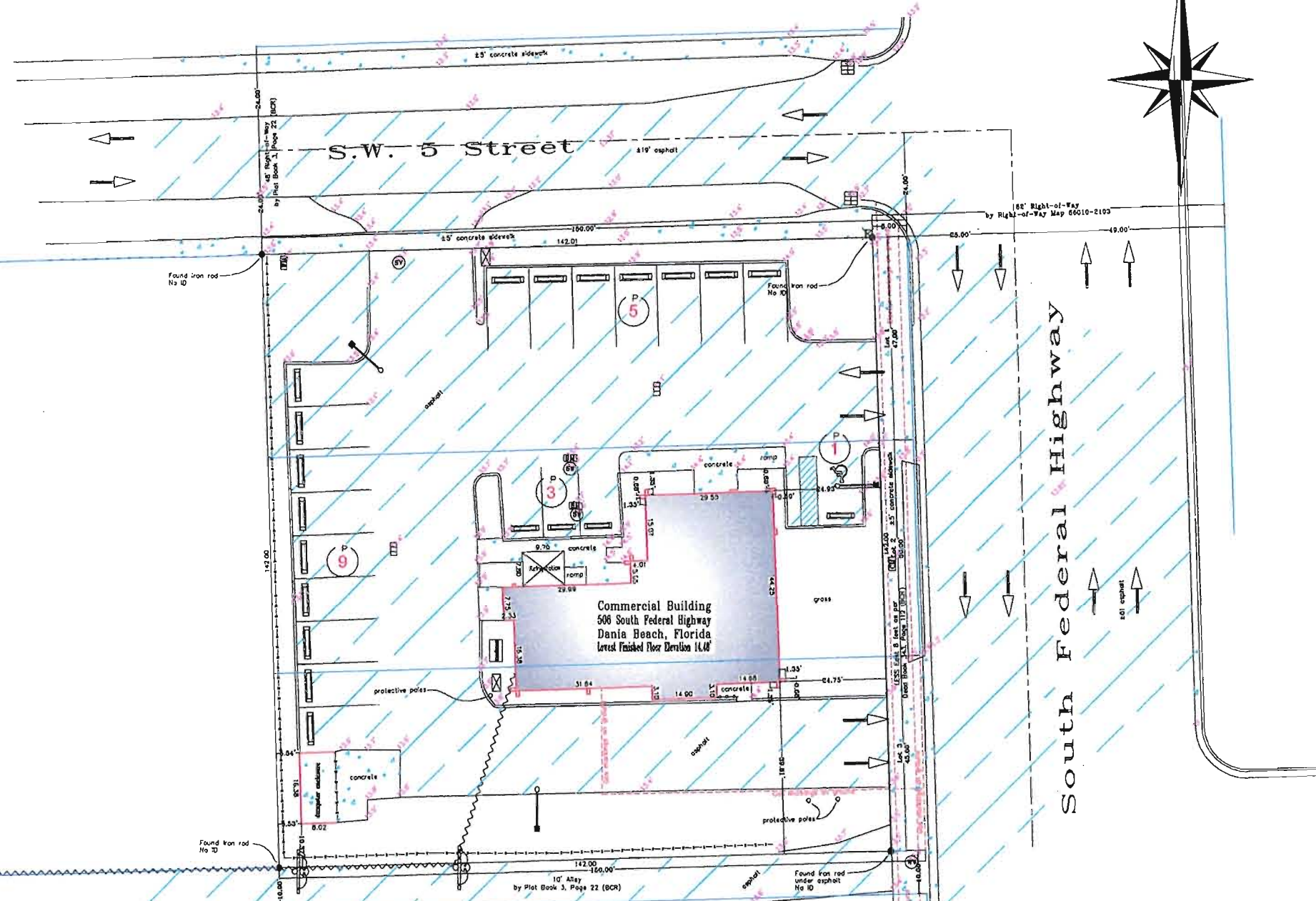
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 7b, 8, 9, 11a, 16, 18 of Table A thereof. The field work was completed on November 01, 2016
Date of Plat or Map: November 23, 2016.



Richard J. Minguell
Registered Land Surveyor & Mapper
No. 6402, State of Florida



R. Minguell, Inc.
Land Surveyors & Planners
L.B.7272
954-298-8635
Fax 954-392-6060
Minguell@bellsouth.net
2841 Montideo Avenue
Cooper City, Florida 33026



Property Access

- Pedestrian access thru sidewalks along SW 5 Street and South Federal Highway.
- Vehicular access from SW 5 Street and South Federal Highway.

Encroachments

- a.) Driveways crossing Northern and Easterly property line
- b.) Possible unrecorded utility and public service easement rights evidenced by street signs, fire hydrant, water meters, water valves, electric boxes, light poles, catch basins at various locations throughout property.

Misc Notes

- There was no observable evidence of earth moving work, building construction, or building additions.
- There was no observable evidence of recent street or sidewalk construction and/or repair at the time of this survey.
- There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill at the time of this survey.
- There was no evidence of cemetery or burial grounds located on property.
- The location of Utilities shown hereon are from observed evidence above ground only.
- The surveyor was not provided with underground plans to determine the location of any subterranean uses

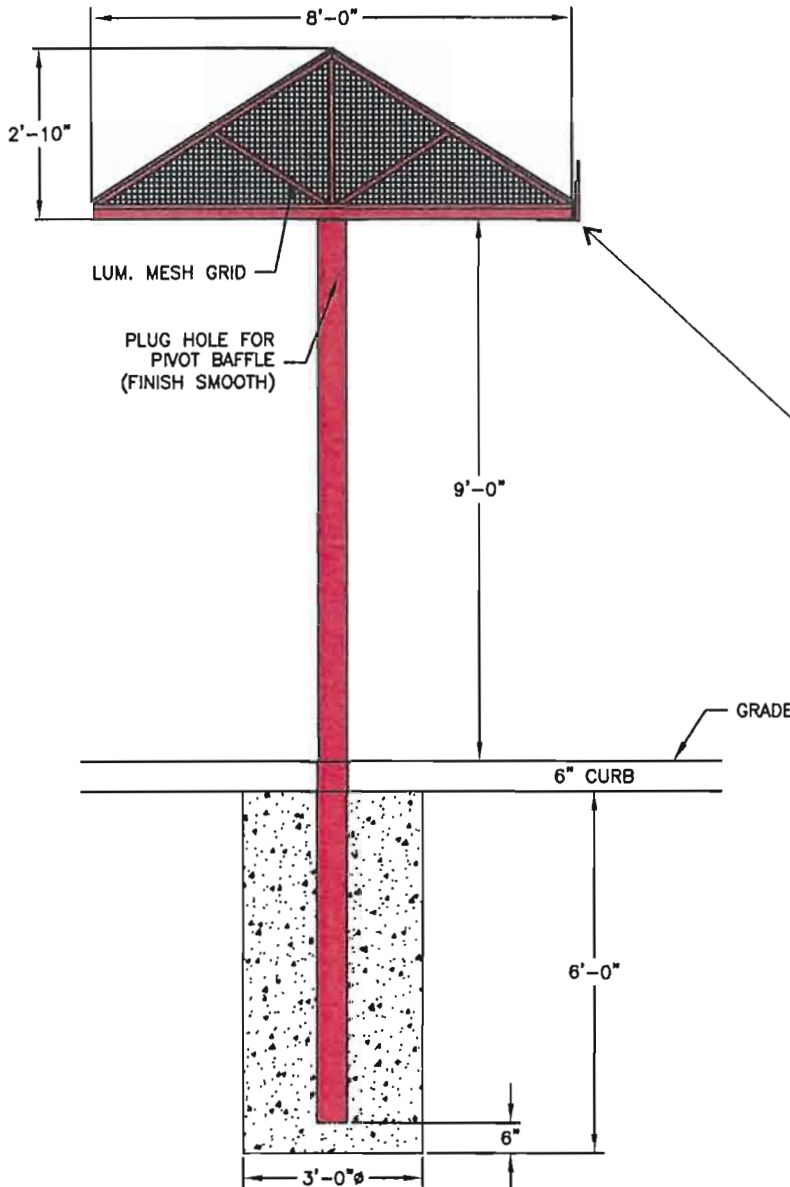
Legend

- - - - - chain link fence
- - - - - wood fence
- - - - - metal fence
- - - - - Overhead Utility Lines
- ⊠ Air Conditioner
- ⊠ Property Line
- ⊠ Center Line
- ⊠ Not to Scale
- ⊠ Broward County Records
- ⊠ Palm Beach County Records
- ⊠ Existing Elevation
- ⊠ Wood Utility Pole
- ⊠ Utility Pole
- ⊠ Fire Hydrant
- ⊠ Street Sign
- ⊠ Parking Meter
- ⊠ Light Pole
- ⊠ Electric Transformer Box
- ⊠ Street Light Box Cover
- ⊠ Water Meter
- ⊠ Catch Basin
- ⊠ Sewer Cover Box
- ⊠ Communications Cover Box
- ⊠ Water Valve
- ⊠ Sanitary Sewer Manhole
- ⊠ Storm Sewer Manhole
- ⊠ Handicapped Parking
- ⊠ Denote vehicular traffic / access

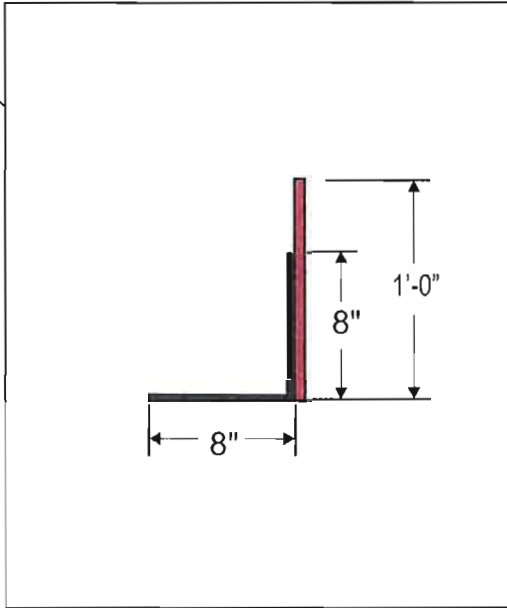


SCALE: 1" = 20'

QTY: 1

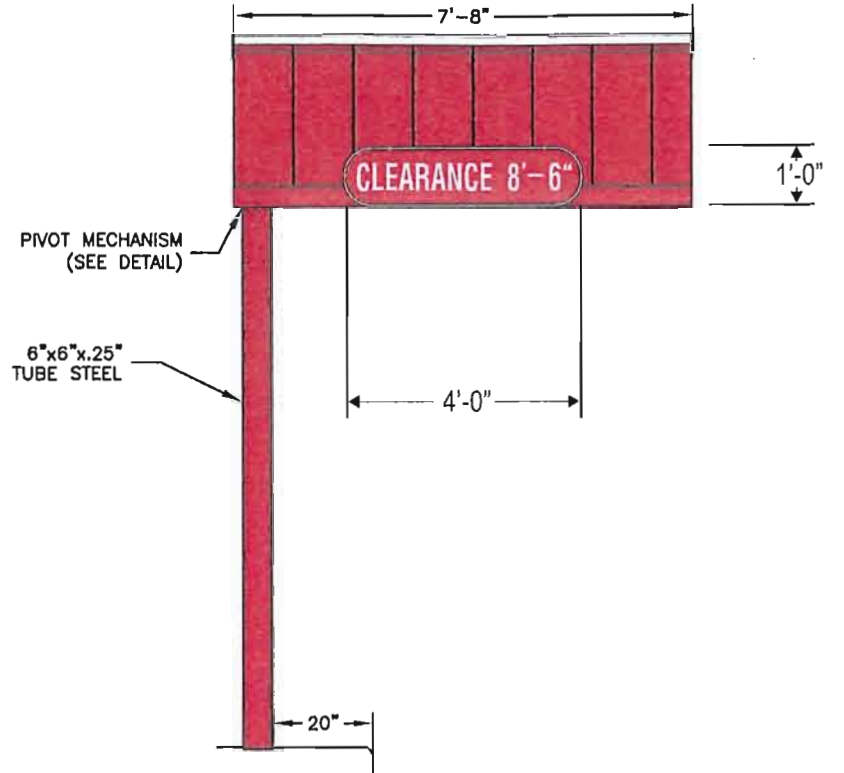


ERED FOUNDATION:
0"Øx6'-0" DP
AL= 1.57 CU. YDS.



COLOR NOTES:
ROOF: 24GA GALVALUME, PMS 187 RED FINISH
STEEL PAINT PMS 187 RED
GRAPHICS: 7725-10 WHITE VINYL

ELECTRICAL NOTE - ACTUAL # OF CIRCUITS TO BE
DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR.
TOTAL AMPS: 3.4
OF CKTS: 1 @ 20 AMP (RECOMMENDED)
VOLTS: 120
ELECTRICAL CONNECTION AS FOLLOWS:
GREEN TO GREEN (GROUND), WHITE TO WHITE (NEUTRAL),
BLACK TO BLACK (POWER)
ALL SIGNAGE WILL BE (U.L.) LISTED, (U.L.) 2161 COMPLIANT
AND CARRY (U.L.) LABELS.



NOTE: ALL UL LABELS TO BE PLACED OUT OF EYE SIGHT

POPeYes

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☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit

Name _____
Title _____ Date _____

Revisions

Project Information

Client **POPEYES**

Scale

Date **6.26.2018**

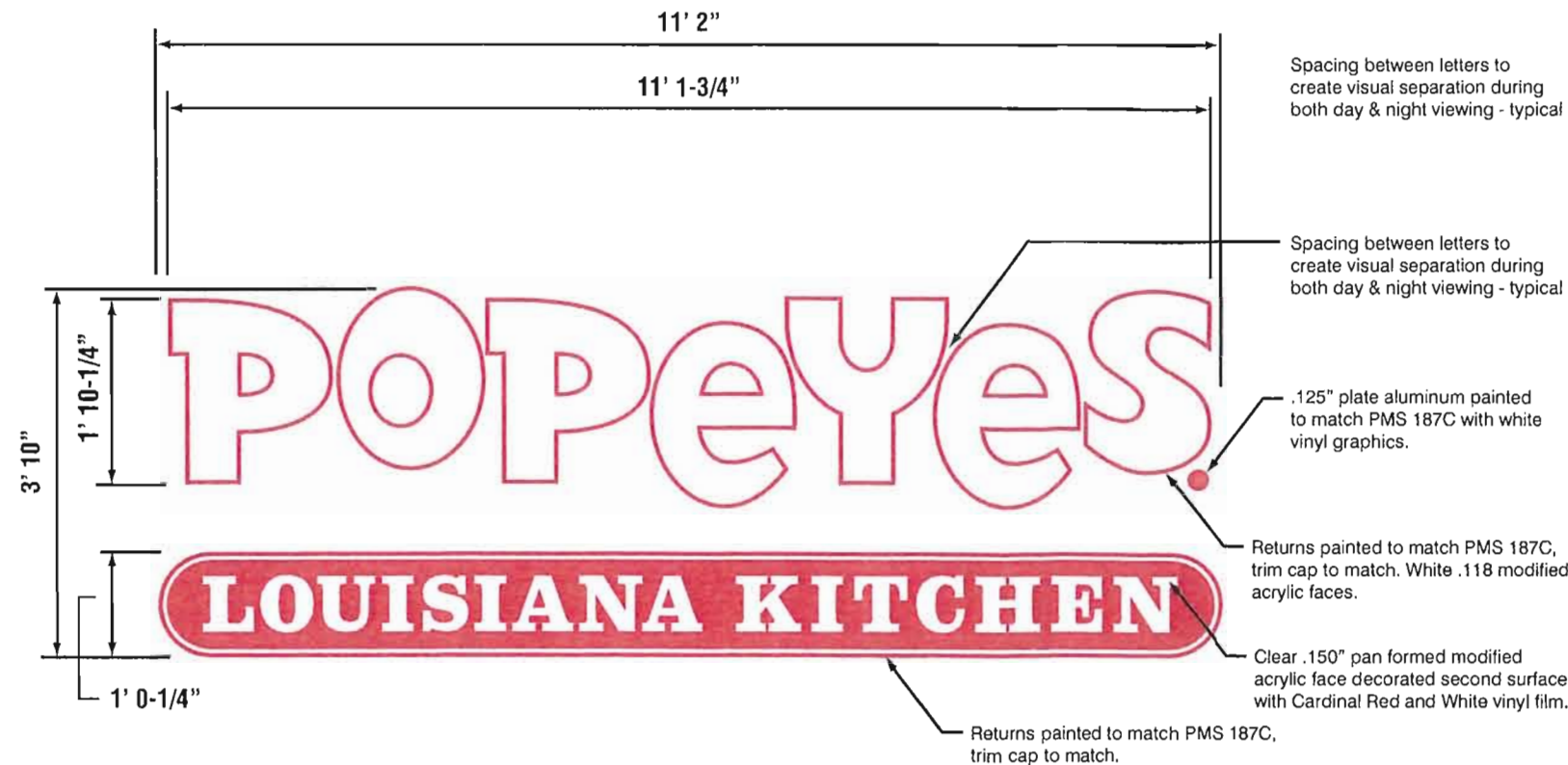
Sales **LINDSEY OLIVIER**

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

Design **SHELLY CREDEUR**

AAA SIGNS

www.aaasigns.com
109 Burgess Drive • Broussard, LA 70518
PHONE 800.880.5686 337.233.5686 FAX: 337.261.2533



NEW S/S INTERNALLY ILLUMINATED
RACEWAY-MOUNTED CHANNEL
LETTER SET w/ ILLUMINATED LOGO
BOX

WHITE L.E.D. ILLUMINATION - WIRED
TO FULL [UL] SPECIFICATIONS

WHITE ACRYLIC FACES FOR CHANNEL
LETTERS / PAN-FORMED FACE FOR
LOGO BOX

TRIM-CAP : 187C CARDINAL RED

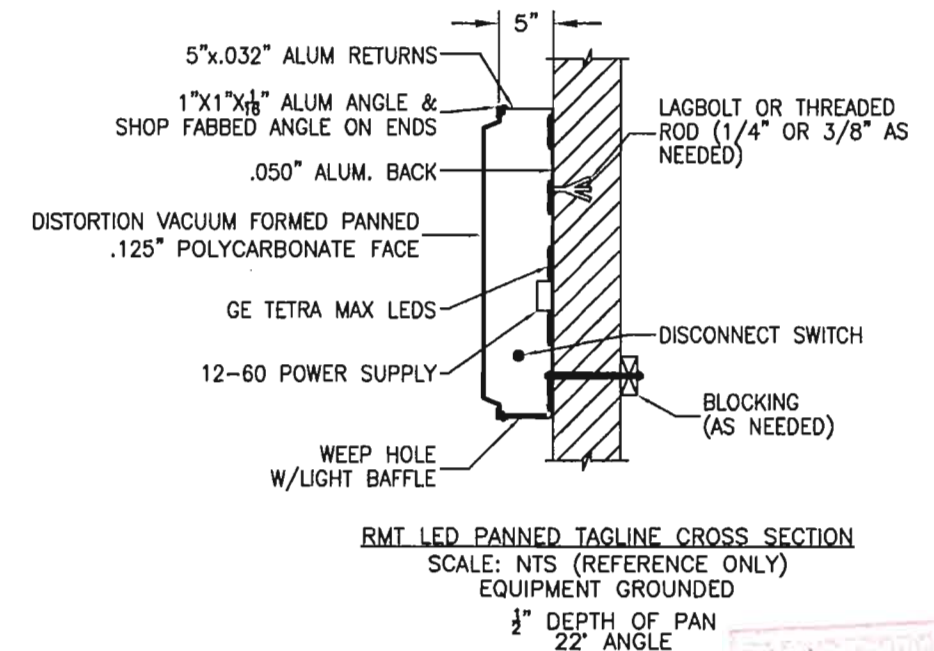
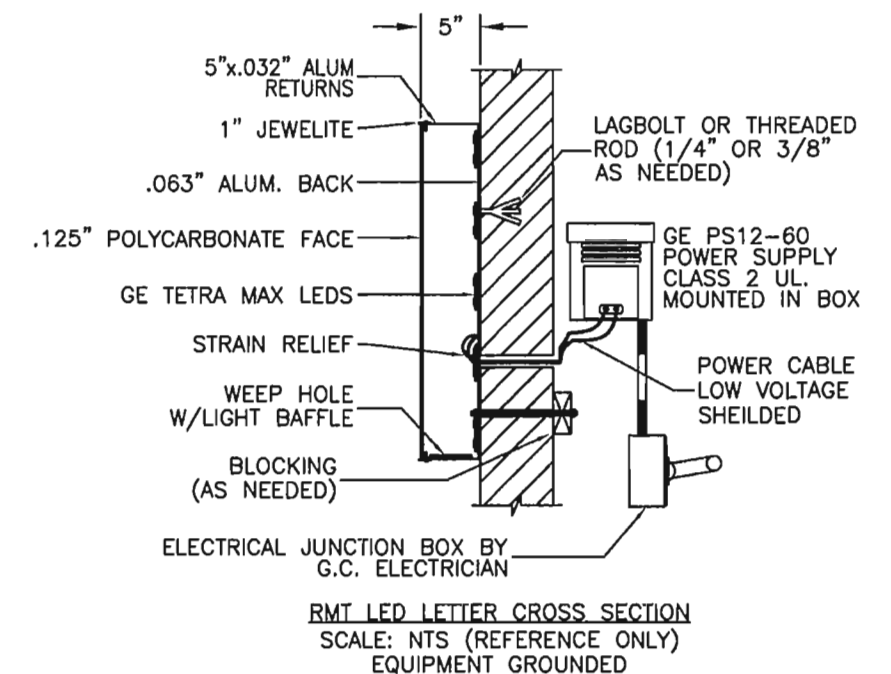
CAN RETURNS AND BACKS PAINTED
TO MATCH 187C CARDINAL RED

RACEWAY PAINTED TO MATCH
EXISTING BUILDING FASCIA

[3.83' x 11.17'] 42.78' SQ. FT.
RECTILINEAR SIGNAGE AREA



Night View



Sign 1



Declaration

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☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit

Name

Title

Date

Revisions

Project Information

Client POPEYES - DANIA BEACH, FL

Scale

Date 3.22.2018

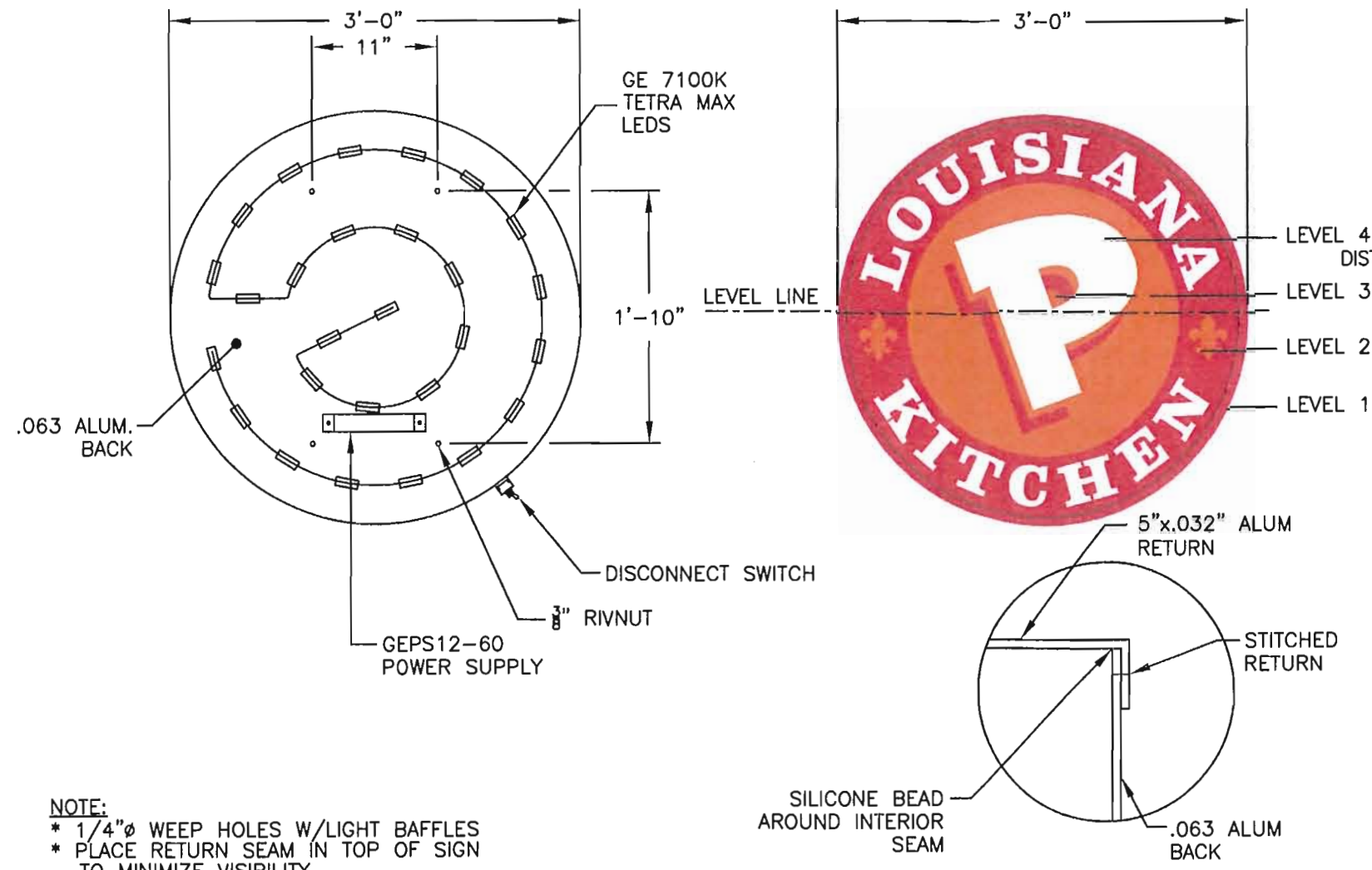
Sales LINDSEY OLIVIER

Design SHELLY CREDEUR

AAA SIGNS

www.aaasigns.com

109 Burgess Drive • Broussard, LA 70518
PHONE 800.880.5686 337.233.5686 FAX: 337.261.2533



NOTE:
* 1/4" Ø WEEP HOLES W/LIGHT BAFFLES
* PLACE RETURN SEAM IN TOP OF SIGN TO MINIMIZE VISIBILITY.

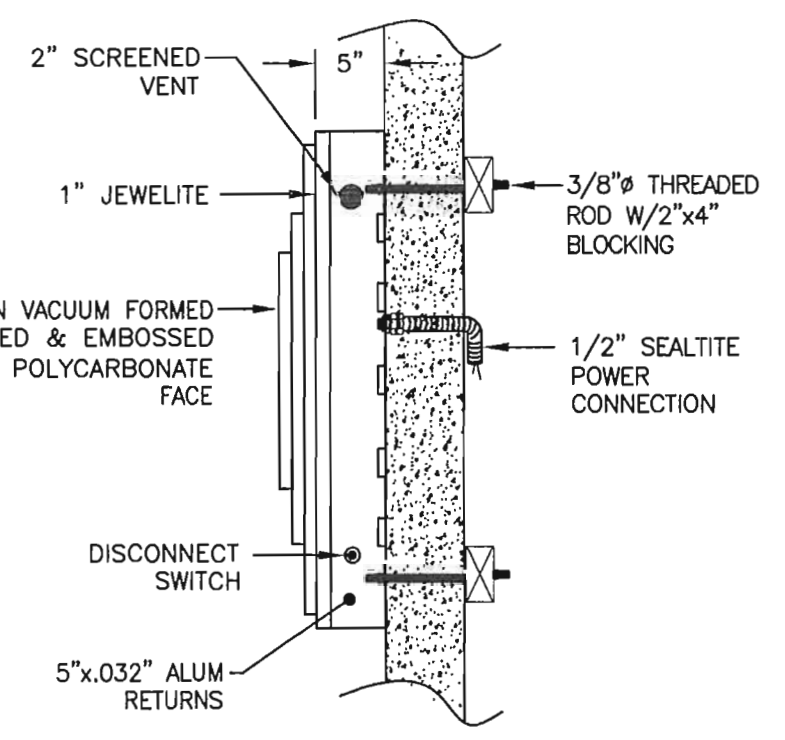
ELECTRICAL NOTE—ACTUAL # OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR.
TOTAL AMPS: .85
OF CKTS: 1 @ 20 AMP(RECOMMENDED)
VOLTS: 120
ELECTRICAL CONNECTION AS FOLLOWS:
GREEN TO GREEN (GROUND), WHITE TO WHITE (NEUTRAL),
BLACK TO BLACK (POWER)
ALL SIGNAGE WILL BE (U.L.) LISTED, (U.L.) 2161
COMPLIANT AND CARRY (U.L.) LABELS.

ELECTRICAL BILL OF MATERIAL (BOM):		
13 LFT	(LED0117)	TETRA MAX 7100K LEDS
1 EA	(LED0033)	GEPS12-60 PS
1 EA	(ELT0041)	DISCONNECT SWITCH
6 LFT	(ELT0090)	1/2" SEALTITE
1 EA	(ELT0092)	SEALTITE CONNECTOR

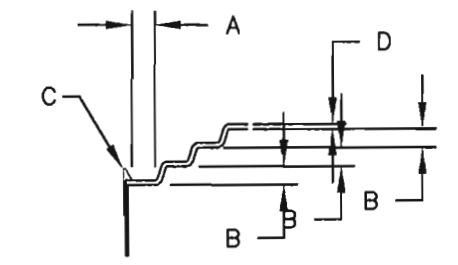
COLOR NOTES:
RETURNS: .032" X 5" PREFINISHED PMS #187 RED (STITCHED)
1" WAGNER JEWELITE: PREFINISHED PMS #187 RED
FACE: .125 CLEAR PCB w/ 2ND SURFACE VINYL
COPY: 3M #3630-20 WHITE VINYL
BACKGROUND/ STANDARD: 3M #3630-44 ORANGE
BORDER/ DROP SHADOW: 3M #3630-53 RED
ALL VINYL APPLIED 2ND SURFACE

FACE BILL OF MATERIAL (BOM):		
8 SQFT	(PR0001)	.125 CLEAR PCB

FRAME BILL OF MATERIAL (BOM)		
10 LFT	(PJ0017)	RED 1" JEWELITE
8 SQFT	(AS0017)	.063 ALUM
10 LFT	(AC0035)	5"x.032" ALUM COIL
1 EA	(AV0001)	2" VENT



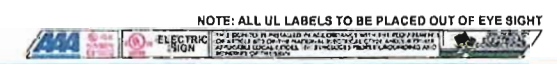
Night View



PANNED & EMBOSSED DETAIL
NTS FOR ILLUSTRATION ONLY
(A) FLANGE STD 3/4"
(B) EMBOSSEMENT HEIGHT STD 1/2"
(C) RETAINER 1" WAGNER JEWELITE
(D) MATERIAL THICKNESS .125" PCB
(E) ROUTER BIT: 1/2" ROUNDED BIT, 22° TAPER
☑PCB ☐ACRYLIC ☐ACRYSTEEL



Sign 2

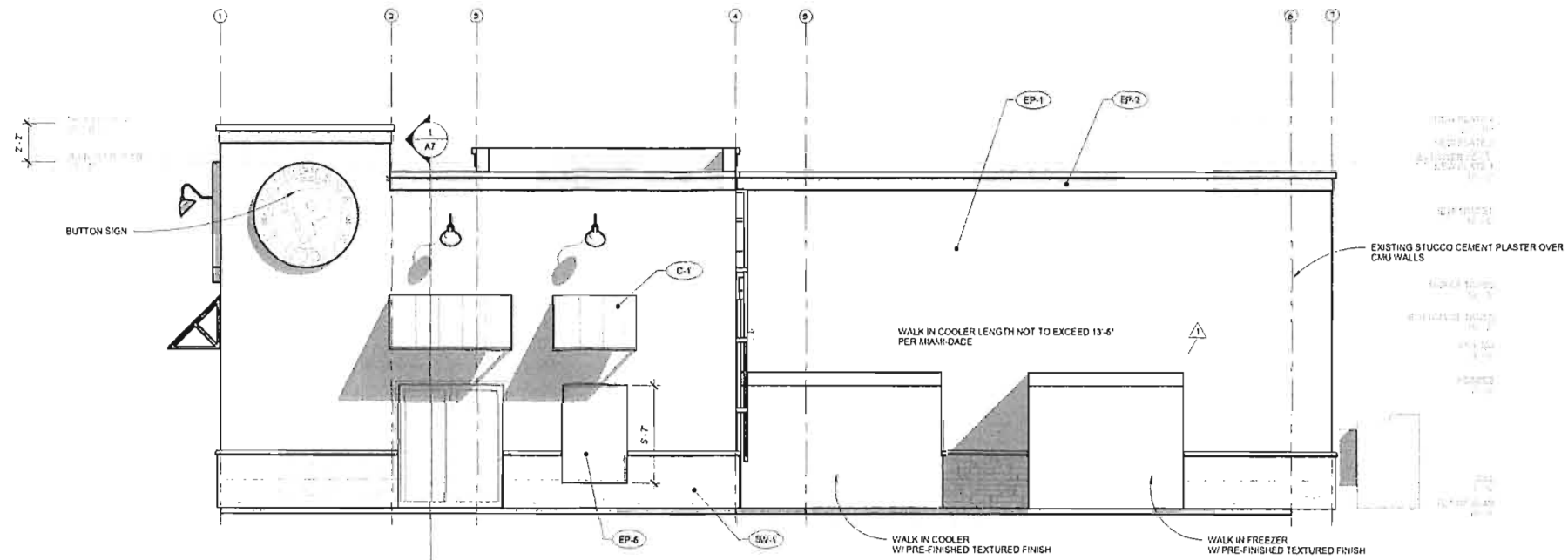


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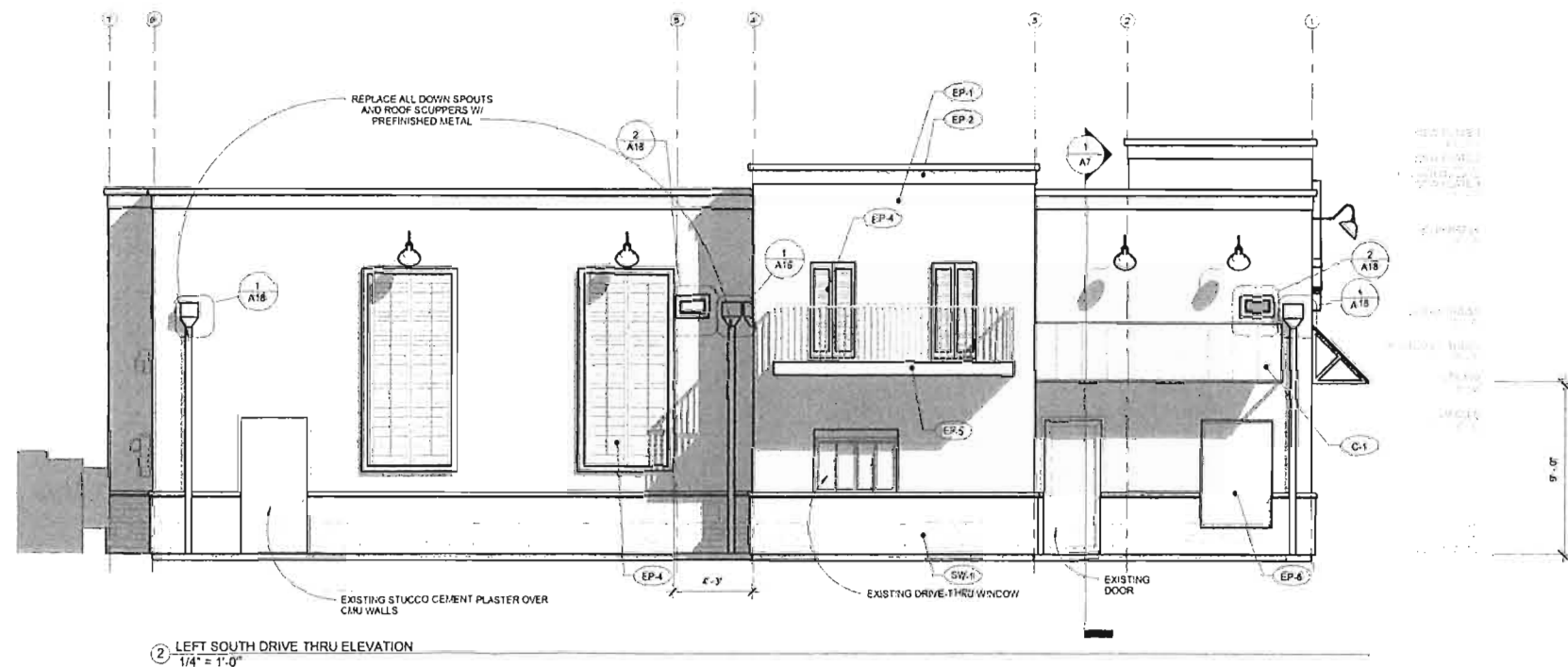
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☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit
Name _____ Date _____

Revisions

Project Information
Client POPEYES - DANIA BEACH, FL
Scale _____
Date 3.22.2018
Sales LINDSEY OLIVIER Design SHELLY CREDEUR



NORTH ELEVATION facing 5th St. 1 RIGHT NORTH MAIN ENTRY ELEVATION
1/4" = 1'-0"



2 LEFT SOUTH DRIVE THRU ELEVATION
1/4" = 1'-0"

POPEYES LOUISIANA KITCHEN
SEBRING REIMAGE

EXTERIOR FINISH SCHEDULE
UPDATE
3/31/2016

Mark	Location
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM
EP-3	WAINSCOT BELOW ACCENT TRIM / REAR BLDG
EP-4	SHUTTERS
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS
EP-6	STORE FRONT GLAZING
EP-7	WAINSCOT BELOW ACCENT TRIM / REAR BLDG
EP-8	DUMPSTER WALLS / GATES
EP-9	BOLLARDS
SW-1	STONE WAINSCOTE
Q-1	AWNING GRATE (OPT.)
C-1	STANDING SEAM CANOPY

Supplier / Mfg.
BENJAMIN MOORE
SHUTTERCONTRACTOR.COM
BENJAMIN MOORE
BENJAMIN MOORE
YOK AP
BENJAMIN MOORE
CORONADO STONE
AWNING SUPPLIER
COPPER SALES, INC.

Material
PANT OR EIFS FORMULA
EIFS / METAL / PAINT
14 1/2" x 60" VINYL SHUTTERS (Bldg)
25 1/2" x 118" VINYL SHUTTERS (Bldg)
PAINT
METAL / POWDER COAT
METAL / PAINT
ANODIZED ALUMINUM
METAL / PAINT
METAL / ASPHALT / PAINT
ADHERED STONE VENEER
METAL / POWDER COAT
UNA-CLAD

Specification
#2158-30
#2028-10
#2107-20
L2 - VINYL
L7S - VINYL
#2040-10
RAL 6009
#2040-10
#105H
READY MIX
#2107-20
SAFETY & ZONE ACRYLIC MARKING
CASCADE MOUNTAIN LEDGE
RAL 6009
UC-4 ALUMINUM

Colors
DELIGHTFUL GOLDEN
EXOTIC RED
MOCHA BROWN
UNFINISHED
RAINFOREST FOLIAGE
HUNTER GREEN
RAINFOREST FOLIAGE
DARK BRONZE
BRONZETONE
MOCHA BROWN
RA SAFETY YELLOW
FOUR RIVERS
HUNTER GREEN
REGAL RED

Finish / Notes
UltraSpec Satin
UltraSpec Satin
030 - PAINTABLE
030 - PAINTABLE
170 Semi Gloss
SMOOTH
P-29 DTM Semi Gloss
21-23 DAYS
P-29 DTM Semi Gloss
UltraSpec Satin
P58-10
NON-OVERLAPPING
SMOOTH
12" OC / GAUGE PER LOCAL CODE REQUIREMENTS

Exterior Finish Schedule
1/4" = 1'-0"



POPEYES
INTERNATIONAL, INC.
ATLANTA, GA 30338

ARCHITECT



EAST STAR DESIGN
P.O. BOX 33
FORNEY, TX 75126 USA
(214) 469-1110
(972) 205-1340
www.EastStarDesign.com
Architect@EastStarDesign.com

ENGINEER / DESIGN CONSULTANT

Pop Florida Properties LLC
Popeyes
506 S. Federal Hwy
Dania Beach, FL 33004

REV.	Description	Date
1	DANIEL BEACH PLAN (Check Comments & WIC Per Miami Dade)	02-07-17

SEAL:



Digitally signed by Greg Guerin
DN: cn=Greg Guerin, o=East
Star Design, ou=Forney, st=TX, c=US
Location: Dania Beach
Reason: Planning Dept
Contact Info: (214) 469-1110
Date: 2017.06.13 14:55:00-0700

Sheet name
Elevations

Project number: 16050
Date: 6/13/2017 6:21:59 PM
Drawn by: GG
Checked by:
Sheet number:

A5.2

Scale 1/4" = 1'-0"



6/13/2017 6:23:50 PM



EXTERIOR FINISH SCHEDULE
UPDATE: 3/31/2016

Supplier / Manufacturer

Mark	Location
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM
EP-3	WAINSCOT BELOW ACCENT TRIM @ REAR BLDG
EP-4	SHUTTERS

EP-5 D/T THRU WINDOW CANOPY AND RAILINGS
EP-5 (ALT) RAILING VENDOR /
EP-6 STORE FRONT GLAZING
EP-6 (ALT) STORE FRONT GLAZING
EP-7 CUMPSER WALLS / GATES
EP-8 BOLLARDS
SW-1 STONE WAINSCOTE
G-1 AWNING GRATE (OPT.)
C-1 STANDING SEAM CANOPY

BENJAMIN MOORE
RAILING VENDOR / TIGER DRYLAC
BENJAMIN MOORE
YKK AP
BENJAMIN MOORE

Material
PAINT OR EIFS FORMULA
PAINT OR EIFS FORMULA
EIFS / METAL / PAINT
14 1/2"x60" VINYL SHUTTERS
25 1/2"x119" VINYL SHUTTER
PAINT
METAL / POWDER COAT
METAL / PAINT
ANODIZED ALUMINUM
METAL / PAINT

Specification

PAINT OR EFS FORMULA	#2158-30
PAINT OR EFS FORMULA	#2066-10
EPS / METAL / PAINT	#2107-20
14 1/2"x6" VINYL SHUTTERS (Balcryl)	L2- VINYL
25 1/2"x18" VINYL SHUTTERS (Balcryl)	L3- VINYL
PAINT / METAL	#2040-10
METAL / POWDER COAT	RAL 6009
METAL / PAINT	#2040-10
ANODIZED ALUMINUM	#7B5N
METAL / PAINT	READY MIX
	#2107-20
METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING
ADHERED TONE VENEER	CASCADE MOUNTAIN LEDGE
METAL / POWDER COAT	RAL 6009
USA-CLAD	USA-ALUMINUM

Color

DELIGHTFUL GOLD
EXOTIC RED
MOCHA BROWN
UNFINISHED
UNFINISHED
RAINFEST FOLIA
HUNTER GREEN
RAINFEST FOLIA
DARK BRONZE
BRONZETONE
MOCHA BROWN
RM SAFETY YELLOW
FOUR RIVERS
HUNTER GREEN
REGAL RED

Field / Notes

EN 140spec Satn
140spec Satn
140spec Satn
152 - PAINTABLE
150 - PAINTABLE
GE 170 Semi Gloss
SMOOTH
GE P-29 DTM Semi Gloss
21-28 DAYS
P-29 DTM Semi Gloss
U/3spec Satn
PSA-10
NON-OVERLAPXG
SMOOTH
12" OC / GAUGE PER LOCAL CODE REQUIREMENTS

Exterior Finish Schedule
4/11 - 4/21

 $1/4" = 1'-0"$ 

Pop Florida Properties LLC
Popeyes
506 S. Federal Hwy
Dania Beach, FL 33004

No.	Description	Date
1	Dan J Beach Pl ^{int} Check Commerce & WIC Per Miami Dade	02-07-1

SEA1

Digitally signed by Greg Guern
DN: cn=Greg Guern
E=gguern@eaststandesign.com, o=East
Star Design, l=Forney, st=Texas, c=US
Location: Omaha, NE
Reason: Planning
Contact Info: (214) 469-7171
Date: 2017.08.15 16:53:04



Sheet name
Elevations

Project number:	1805
-----------------	------

Date: 6/13/2017 6:23:55 PM

Drawn by: G

Checked by:

Sheet number.

A5.1

Score 14 = 14

1

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (DR-71-18) APPLICATION SUBMITTED BY RICHARD ROSA, ESQUIRE WITH RICHARD N. ROSA, P.A., ON BEHALF OF THE PROPERTY OWNER ELLIOT L. MILLER FOR PROPERTY LOCATED AT 3201 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Ashley Plat note amend Staff report, R-2018- Ashley Center Plat Note Amendment Delegation Request (DR-71-18), Ashley Plat app & backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: September 25, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director 

FROM: Corinne Lajoie, AICP, LEED G. A., Planning and Zoning Manager 

SUBJECT: **DR-71-18:** The applicant, Richard Rosa, P.A., on behalf of the property owner, Elliot L. Miller, is requesting a plat note amendment for the property located at 3201 Griffin Road.

PLAT NOTE AMENDMENT

To allow removal of the office use restriction on the entire site.

PROPERTY INFORMATION

EXISTING ZONING:	Community Business District (C-2) & Multiple-Family (16 du/ac) Residential District (RM-1)
LAND USE DESIGNATION:	Commercial and Irregular (10) Residential

VIOLATIONS

There are no open code violations on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is located at the northwest corner of Griffin Road and SW 32 Avenue. The property is the current location of a four (4) story office building. The applicant is requesting to amend the plat note to allow a daycare use on the ground floor of the building to comply with Broward County requirements.

PLAT MODIFICATION

The applicant is in the process of amending the existing plat note to allow a daycare use in addition to the existing office use. The applicant is requesting to amend the restrictive note on the plat as follows:

FROM:

Parcel A is restricted to a parking lot for private passenger vehicle parking uses only.

Parcel B is restricted to 18,500 square feet of office use.

TO:

Parcel A is restricted to a parking lot for private passenger vehicle parking uses only.

Parcel B shall allow for uses in conformance with the City of Dania Beach Zoning Code under section C-2 of the Commercial Zoning District and more specifically, to permit a Day-Care center to open and operate.

STAFF RECOMMENDATION

Approve the resolution.

RESOLUTION NO. 2018-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (DR-71-18) APPLICATION SUBMITTED BY RICHARD ROSA, ESQUIRE WITH RICHARD N. ROSA, P.A., ON BEHALF OF THE PROPERTY OWNER ELLIOT L. MILLER FOR PROPERTY LOCATED AT 3201 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Richard Rosa, Esq. with Richard N. Rosa, P.A., on behalf of Elliot L. Miller ("Applicant"), is requesting approval of a plat note amendment delegation request for the property located at 3201 Griffin Road within the City of Dania Beach, Florida (the "City"), as such property is legally described in Exhibit "A"; and

WHEREAS, the City Code of Ordinances, Chapter 28 "Land Development Code" (the "LDC"), Part 6 "Development Review Procedures and Requirements", Article 640 "Plats", Section 640-70 "Amendment of plat" states that subsequent to City Commission approval of a plat, the plat may be amended by the City Commission; and

WHEREAS, the Applicant is requesting approval of a plat note amendment delegation request to amend the Ashley Center Plat ("Plat"), recorded in Plat Book 129, Page 36 of the Public Records of Broward County, Florida, as described in Exhibit "B" (the "Plat Note Amendment") (DR-71-18) to remove the surveyor-note restricting Parcel B solely to office use and to allow for use in conformance with the City of Dania Beach's LDC, Community Business zoning district (C-2) as to Parcel "B" of the Plat; and

WHEREAS, Broward County requires the City concur with the proposed revision prior to review by the Broward County Commission; and

WHEREAS, staff recommended approval of the requested application in the staff report dated September 25, 2018; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Plat Note Amendment Delegation Request (DR-71-18) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. Pursuant to Chapter 28, “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 640 “Plats,” Section 640-70 “Amendment of plat,” the Plat Note Amendment Delegation Request (DR-71-18), as provided in the attached Exhibit “B”, a copy of which is made a part of and incorporated into this Resolution by this reference is hereby approved.

Section 3. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for the issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 25, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCELS A and B, ASHLEY CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 129, PAGE(s) 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

The South 120.0 feet as measured at right angles of Lots 18 and 19, in Block 2, of CANAL GROVES, according to the Plat thereof, recorded in Plat Book 22, Page 31, of the Public Records of Broward County, Florida; less the right-of-way for Griffin Road.

EXHIBIT "B"

ASHLEY CENTER PLAT

PLAT NOTE AMENDMENT

FROM: Parcel B is restricted to 18,500 square feet of office use;

TO: Parcel B shall allow for uses in conformance with the City of Dania Beach Zoning Code under section C-2 of the Commercial Zoning District and more specifically, to permit a Day-Care center to open and operate.



**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, September 25, 2018
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

The following is the hearing of the proposed Resolution.

SUBJECT: **DR-71-18:** The applicant, Richard Rosa, Esq. with Richard N. Rosa, P.A., on behalf of Elliot L. Miller, is requesting approval of a plat note amendment delegation request for the property located at 3201 Griffin Road.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA A
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT
DELEGATION REQUEST (DR-71-18) APPLICATION SUBMITTED BY
RICHARD ROSA, ESQUIRE WITH RICHARD N. ROSA, P.A., ON BEHALF
OF THE PROPERTY OWNER ELLIOT L. MILLER FOR PROPERTY
LOCATED AT 3201 GRIFFIN ROAD IN THE CITY OF DANIA BEACH,
FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF
WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR
CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 x3643.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 W. Dania Beach Blvd, Dania Beach, FL 33004, (954) 924-6800 x3623, at least 48 hours prior to the meeting.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to based. The city does not provide or prepare such record pursuant to f.s. 286.0105.

Community Development

Published: Saturday, September 1, 2018

Handwritten signature

Property Subject of Upcoming Hearing



LOCATION MAP

DR-71-18

DELEGATION REQUEST

**ASHLEY CENTER
3201 GRIFFIN ROAD**

Legend

- 450' BUFFER
- SUBJECT PROPERTY



0 40 80 160 240 320 Feet



Application Information

Application Site: 3201 Griffin Road

Project: To allow to remove the office use restriction on the entire site.

Application: Plat Note Amendment Delegation

Applicant: Richard Rosa, P.A., on behalf of the property owner, Elliot L. Miller

Hearing Date & Time: September 25, 2018 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd

Contact Information: Corrine Lajoie 954-924-6805 x 3704

NAME_LINE_1	ADDRESS_LINE_1	CITY	STATE	ZIP
3001 GRIFFIN PARTNERS LLC	3501 GRIFFIN ROAD	FORT LAUDERDALE	FL	33312
ALDEVI LLC	11263 SW 9 CT	PEMBROKE PINES	FL	33025
ALDEVI LLC	11263 SW 9 CT	PEMBROKE PINES	FL	33025
AXXON RENT REV LAND TR	PO BOX 1816	DANIA BEACH	FL	33004
BARRAGAN, FREDY ALBERTO	4809 SW 32 TER	FORT LAUDERDALE	FL	33312
BRITISH OAK ENT INC	3281 GRIFFIN ROAD	FORT LAUDERDALE	FL	33312
CENTRAL PARK APARTMENTS LLC	ONE ASPEN DR	LOVELAND	CO	80538
CHU, JEFFREY HO H/E	4818 SW 32 TER	FORT LAUDERDALE	FL	33312
D&G FIRST LADY LLC	5601 LIVE OAK TER	FORT LAUDERDALE	FL	33312
DISTRINOI INVESTMENTS LLC	2751 OCEAN DR #303-N	HOLLYWOOD	FL	33019
DU BOIS, JEFFREY	4842 SW 32 TER	FORT LAUDERDALE	FL	33312
FINNEGAN, JOHN	4717 SW 32 AVE	FORT LAUDERDALE	FL	33312
GOLDSMIT, AVI A	4805 SW 32 TER	FORT LAUDERDALE	FL	33312
GOODMAN, BATYA	5675 SW 111 TER	DAVIE	FL	33328
GRIFFIN 3100 LLC	5975 SUNSET DR STE 704	MIAMI	FL	33143
HACI LLC	4732 SW 33 AVE #202	DANIA BEACH	FL	33314
HERNANDEZ, CARLOS M &	10505 SW 130 TER	MIAMI	FL	33176
HISS, JOHN STEVEN	4801 SW 32 TER	FORT LAUDERDALE	FL	33312
HOUSING AUTHORITY OF THE CITY OF	437 SW 4 AVE	FORT LAUDERDALE	FL	33315
IDS INVESTMENTS LLC	153 NE 167 ST	NORTH MIAMI BEACH	FL	33162
ISLA VERDE 2 CORP	5077 NW 7 ST #1101	MIAMI	FL	33126
MINDRICH, BRAD	0N415 PRINCE DROSSING W	CHICAGO	IL	60185
MOGGER LLC	1945 S OCEAN DR STE 301	HALLANDALE BEACH	FL	33009
LAGANIERE, FRIEDA	4824 SW 32 TER	FORT LAUDERDALE	FL	33312
MAMROUT, ELI	4830 SW 32 TER	FORT LAUDERDALE	FL	33312
MAYA, ALBERT & KAREN	4800 SW 32 TER	FORT LAUDERDALE	FL	33312
MEDEROS, JORGE C	1008 CORAL WAY	MIAMI	FL	33134
MEKIAN, DEBRA S &	13903 SW 24 ST	DAVIE	FL	33325
MILLER, ELLIOT L	5420 N BAY ROAD	MIAMI BEACH	FL	33140
MOLNE, MAYRA	10505 SW 130 TER	MIAMI	FL	33176
OAKBRIDGE PROPERTY OWNERS ASSN	751 PARK OF COMMERCE DR #116	BOCA RATON	FL	33487
OFEK, MATAN	PO BOX 17405	PLANTATION	FL	33318
REYES, RICHARD F H/E	4812 SW 32 TER	FORT LAUDERDALE	FL	33312


 Mailed Out 08/31/18

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, September 25, 2018
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

The following is the hearing of the proposed Resolution.

SUBJECT: **DR-71-18:** The applicant, Richard Rosa, Esq. with Richard N. Rosa, P.A., on behalf of Elliot L. Miller, is requesting approval of a plat note amendment delegation request for the property located at 3201 Griffin Road.

The following is the hearing of the proposed Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (DR-71-18) APPLICATION SUBMITTED BY RICHARD ROSA, ESQUIRE WITH RICHARD N. ROSA, P.A., ON BEHALF OF THE PROPERTY OWNER ELLIOT L. MILLER FOR PROPERTY LOCATED AT 3201 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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Community Development

Published: Saturday, September 1, 2018

Stand.

MS

Application Information

Application Site: 3201 Griffin Road

Project: To allow remove the office use restriction on the entire site.

Application: Plat Note Amendment Delegation

Applicant: Richard Rosa, Esq. with Richard N. Rosa, P.A., on behalf of Elliot L. Miller

Hearing Date & Time: September 25, 2018 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, 954-924-6805 x 3704

THE LAW OFFICE OF RICHARD N. ROSA PA

200 S. Andrews Ave. Suite 100 || Fort Lauderdale, FL 33301

T: 786-472-2740 || E: rr@richardrosalaw.com

August 27, 2018

City of Dania Beach

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

Re: **Plat Note Amendment Request to the Ashley Center PB 129 PAGE 36**

3201 Griffin Road, Dania Beach, FL 33312 | Folio(s) 5042-30-01-0291 |

To Whom It May Concern:

Richard N. Rosa, P.A., attorney for Elliot L. Miller and Hollywood Playgroup, LLC, (the "Applicant(s)") is submitting this statement to accompany its application for a plat note amendment request to the Ashley Center, lying in the City of Dania Beach, located at 3201 Griffin Road, Dania Beach, Florida.

The property is currently a 13,800+ S.F. commercial building zoned C-2 under the City of Dania Beach Commercial Zoning District. In accordance with the general use regulations and Article 110 – Use Regulations for Commercial and Mixed-Use Districts, Section 110-20, Day Care Use is a permitted use.

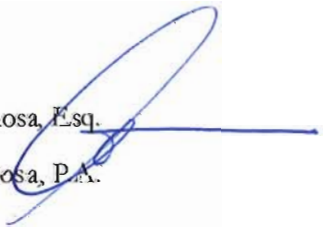
During the permitting process, the Applicants and City of Dania Beach, discovered a surveyor note restricting the use to strictly office use. Therefore, a plat amendment is required to allow for the proposed use as a Day Care Center in accordance with both the County and City planning and zoning requirements.

The Applicants have entered into a lease to use the existing building as a Day Care Center. All parties agree to its intended use as a Day Care Center and we request the City of Dania Beach and all commissions having jurisdiction respectfully enter the resolution accompanying this application.

Sincerely,

Richard N. Rosa, Esq.

Richard N. Rosa, P.A.





City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 8-27-18

Petition No.: DR-71-18

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3201 Griffin Road, Dania Beach, FL 33312

Lot(s): 18 and 19 Block: 2 Subdivision: CANAL GROVES

Recorded Plat Name: Ashley Center

Folio Number(s): 5042 30 01 0291 Legal Description: See attached

Applicant/Consultant/Legal Representative ☒ (circle one) The Law Office of Richard N. Rosa, PA

Address of Applicant: 335 NE 59 Terrace, Miami, FL 33137

Business Telephone: 986) 472-2710 Cel Home: 954) 815-5397 Fax: _____

E-mail address: rr@richardrosalaw.com

Name of Property Owner: Elliot L. Miller

Address of Property Owner: 5240 N. Bay Road, Miami Beach, FL 33140

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Plat Amendment

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Office Use Proposed Use: Day Care Center

Is property owned individually, by a corporation, association, or a joint venture?

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Richard N. Rosa (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ MIAMI-DADE
The foregoing instrument
was acknowledged

By: *[Signature]*
(Owner / Agent signature*)

BEFORE ME THIS 28th DAY OF August, 20 18

By:

ELLIOT MILLER

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary *Regina Harris*
(Signature of Notary Public – State of Florida)



Regina Harris
COMMISSION #FF898424
EXPIRES: September 30, 2019
WWW.AARONNOTARY.COM

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Thursday, June 21, 2018

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-920-0727 (H) 754-323-3033 (W)	March 16, 2015	March 2015 through March 2019	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	March 10, 2015	March 2015 through March 2019	Commission Appointment
Rae Sandler 810 NW 7 th Avenue Dania Beach, FL 33004 954-649-0396 raesandler@bellsouth.net	March 10, 2015	March 2015 through March 2019	Commission Appointment
Roger Handevitd 206 SE 3 rd Place Dania Beach, FL 33004 954-258-9915	March 10, 2015	March 2015 through March 2019	Commission Appointment
		March 2015 through March 2019	Commission Appointment
Todd Lleras 8001 NW 125 Terrace Parkland, FL 33076 954-274-8333 Cell 954-775-0769 Home tlлерas@gmail.com	March 16, 2015	March 2015 through March 2019	Fire Department Employee
Todd Neal 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	March 16, 2015	March 2015 through March 2019	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Thursday, June 21, 2018

Name/Address Phone Number	Date Appointed	Term	Position
Larry Rogers 100 W. Dania Beach Boulevard Dania Beach, FL 33004 954-926-2400	March 16, 2015	March 2015 through March 2019	Police Department Employee
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Cfa110205@comcast.net	March 16, 2015	March 2015 through March 2019	Police Department Employee