

**CITY OF DANIA BEACH CITY COMMISSION MEETING
OCTOBER 26, 2021 at 7:00 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE**

The City of Dania Beach City Commission will be conducting a “Virtual” City Commission Meeting utilizing communications media technology (“CMT”), in accordance with Ordinance No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using Zoom

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of the meeting, comments can be submitted into the record by using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: Join Zoom via the browser and enter using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, 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. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
City of Dania Beach Virtual City Commission Meeting
October 26, 2021 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/86868743647>

Using your telephone

One tap mobile :

US: +19294362866,,86868743647# or +13017158592,,86868743647#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or
+1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 868 6874 3647

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, OCTOBER 26, 2021 - 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 TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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.

**DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. MPO update by Commissioner Lewellen
2. CDBG Presentation by Colin Donnelly, CIP and Grants Administrator

4. PROCLAMATIONS

1. Lights On Afterschool Day - Mayor James

5. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (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 October 12, 2021 City Commission Virtual Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2021-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RENEW THE WASTE COLLECTION SERVICES CONTRACT WITH WASTE MANAGEMENT INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO JOIN THE BROWARD COUNTY WASTE DISPOSAL AGREEMENT WITH WIN WASTE INNOVATIONS, FORMERLY KNOWN AS WHEELABRATOR TECHNOLOGIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE CONTRACT NO. 575-11786 WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2021-2022, INCLUSIVE OF EXISTING PURCHASES THAT EXCEED AN ANNUAL VENDOR

TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

6. RESOLUTION NO. 2021-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(BSO Fire)*

7. RESOLUTION NO. 2021-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT FOR THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE, PROCURED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH UNITED HEALTHCARE, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022, FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS, WHICH AGREEMENT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

8. RESOLUTION NO. 2021-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH LEIGH ROBINSON KERR AND ASSOCIATES, INC. FOR PREPARATION OF A COMPREHENSIVE PLAN, FUTURE LAND USE AMENDMENT IN THE AMOUNT OF THIRTY-THREE THOUSAND DOLLARS (\$33,000.00) AND TO WAIVE COMPETITIVE BIDDING AND EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. RESOLUTION NO. 2021-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR

2020-2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. RESOLUTION NO. 2021-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) DISTRICT FOUR MAINTENANCE MEMORANDUM AUTHORIZING THE CITY TO INSTALL AND MAINTAIN TRANSFORMERS AND ELECTRICAL PARAPHERNALIA ON FDOT LIGHT POLES SO THAT THE CITY CAN INSTALL HOLIDAY LIGHTS; AND AUTHORIZING THE CITY TO ISSUE THE REQUIRED SURETY/SECURITY DEPOSIT OF \$70,000.00 TO FDOT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2021-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE ELEVEN (11) FORD VEHICLES FOR THE PUBLIC SERVICES DEPARTMENT, THE PARKS AND RECREATION DEPARTMENT, THE PARKING ENFORCEMENT DIVISION AND CITY ADMINISTRATION IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND FORTY EIGHT CENTS (\$377,276.48) FROM BOZARD FORD, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA20-VEL28.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. RESOLUTION NO. 2021-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A HYDRO EXCAVATION TRUCK FROM JET-VAC EQUIPMENT COMPANY, LLC FOR THE PUBLIC SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY FIVE THOUSAND NINETEEN DOLLARS AND SEVENTY-ONE CENTS (\$425,019.71), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER SOURCEWELL, A MINNESOTA GOVERNMENTAL ENTITY, CONTRACT NO. 122017-SCA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2021-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UNDER-GROUNDINGS OF THE BEACH ELECTRICAL SERVICES PROJECT UNDER INVITATION TO BID (“ITB”) NO. 21-009, AUTHORIZING THE RECISSION OF RESOLUTION 2021-097 TO AWARD THE ITB TO HYPOWER, INC. DUE TO A PRICE INCREASE NOT CONTEMPLATED IN THE AWARD; AND AUTHORIZING THE AWARD OF THE ITB TO UNITEC, INC.; IN THE AMOUNT OF TWO HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$289,137.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2021-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-022 (RE-ISSUE) TO AUSTIN TUPLER TRUCKING, INC. FOR THE WATER TREATMENT PLANT LIME SLUDGE REMOVAL AND DISPOSAL SERVICES NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), AN AMOUNT WHICH WILL EXCEED THE CITY’S VENDOR THRESHOLD FOR THE TERM OF CONTRACT FOR TWO (2) YEARS AND TWO (2) ONE-YEAR RENEWALS AT THE CITY’S OPTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2021-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED “FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED “SEAWALLS” ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED “LAND DEVELOPMENT CODE”, ARTICLE 240, ENTITLED “DOCKS AND MOORING STRUCTURES” TO ADD SECTION 240-30, ENTITLED “SEAWALLS” TO REFERENCE THE REQUIRED STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

2. ORDINANCE NO. 2021-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY CREATING SECTION 22-7A OF THE CITY CODE OF ORDINANCES TO BE ENTITLED “AUTHORITY OF CITY COMMISSION TO CO-DESIGNATE ROADS AND STREETS, ETC.” AND DELETING CODE SECTION 700-150 ENTITLED “AUTHORITY OF CITY COMMISSION TO NAME, RENAME, NUMBER OR RENUMBER ROADS, ALLEYS, ETC.”, OF CHAPTER 28, TO PROVIDE A PROCESS FOR THE CITY COMMISSION TO NAME OR RE-NAME PUBLIC RIGHTS OF WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Selection of top firm for the Dania Beach Grill project - City Manager Garcia

11. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner Lewellen
3. Commissioner Odman
4. Vice-Mayor Salvino
5. Mayor James

12. APPOINTMENTS

1. Dania Beach Housing Authority
Mayor James - 1 appointment for a 4-year term of a resident who is current in rent in a housing project, or a person of low income who is receiving rent subsidy through a project administered by the Authority (Tamora Brown's term expires October 31, 2021)
2. Airport Advisory Board
Mayor James - 2 appointments
3. Education Advisory Board
Vice-Mayor Salvino - 1 appointment
Commissioner Davis - 1 appointment
Commissioner Odman - 1 appointment

4. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
5. Marine Advisory Board
Mayor James - 1 appointment
6. Parks, Recreation and Community Affairs Advisory Board
Commissioner Davis - 1 appointment

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Tuesday, November 9, 2021 - 5:30 p.m.
Tuesday, November 9, 2021 - 7:00 p.m.
Tuesday, December 14, 2021 - 5:30 p.m.
Tuesday, December 14, 2021 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, the citizens of Dania Beach are firmly committed to quality afterschool programs and opportunities because they: Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills; Support working families by ensuring their children are safe and productive after the regular school day ends; Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families, and adults; and Engage families, schools, and community partners in advancing the welfare of our children; and

WHEREAS, the Florida Afterschool Network has provided significant leadership throughout the pandemic to keep kids engaged in learning and meet the needs of families in our community, especially those who need extra support to catch up and accelerate their learning; and

WHEREAS, *Lights On Afterschool*, the national celebration of afterschool programs held this year on October 28, 2021, promotes the importance of quality afterschool programs in the lives of children, families, and communities; and

WHEREAS, approximately 1.5 million children and youth in Florida are waiting right now for a spot in an afterschool program, many of whom have no place to go after school; and

WHEREAS, many afterschool programs across the state are facing funding and staffing shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, the City of Dania Beach is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim October 28, 2021, as

Lights On Afterschool Day

in the City of Dania Beach and commit our City to invest and engage in proven afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 12, 2021 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:01 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
City Manager:	Ana M. Garcia, ICMA-CM
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

3.1 Beach parking presentation by Candido Sosa-Cruz, Deputy City Manager

Deputy City Manager Sosa-Cruz gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James questioned if these are the individual meters or centralized systems.

Deputy City Manager Sosa-Cruz said it would be the same kind of system, just a different meter and new Pay by Phone app.

Commissioner Davis commented this is so needed on the beach; the meters have needed to be replaced for a long time. She is concerned about letting people know the price will increase and they can save by getting a parking pass. She would appreciate it if we could get the message out louder.

Deputy City Manager Sosa-Cruz said we will do an outreach program so people are aware that fees are changing and aware of our annual parking pass.

- 3.2 Special Event request from The Tamara James Foundation for a Tamara James Foundation Thanksgiving Drive to be held at C.W. Thomas Park on November 23, 2021 from 12:00 p.m. - 7:00 p.m. The applicant is requesting a fee waiver. (*Parks & Recreation*)

Vice-Mayor Salvino motioned to approve the Special Event request for the Tamara James Foundation Thanksgiving Drive, including fee waiver; seconded by Commissioner Davis. The motion carried unanimously.

4. Proclamations

- 4.1 National Friends of Libraries Week - Mayor James

Mayor James read the National Friends of Libraries Week proclamation.

Linda Wilson, Immediate Past President of the Friends of the Library, expressed how much they appreciate the recognition from the City and addressed the services provided by the Library to everyone. She spoke of two programs they will soon be bringing back.

- 4.2 Breast Cancer Awareness Month - Mayor James

Mayor James read the Breast Cancer Awareness Month proclamation.

5. Citizen Comments

Reverend Paul Wiggins, 321 SE 3rd Street, spoke in support of the agenda item that calls for the withdrawal of the West Dania Beach Boulevard bridge over the C-10 canal from the MPO project list.

Sharon Carroll, 109 NW 11th Avenue, asked if there has been a decision made on the Dania Beach Grill and whether there will be an option for a healthy food restaurant. She commented on the West Dania Beach Boulevard bridge and the need to pay attention to traffic coming through the community. She is hopeful the bridge project is withdrawn and commented on the closure of the bridge on NW 1st Street.

City Manager Garcia noted the Commission will finalize due diligence on the Grill by October 25th and we will expect a recommendation at the October 26th Commission meeting, followed by negotiations with the awardee. She agreed with a healthy option on the Grill menu and noted the NW 1st Street bridge was temporarily closed due to safety reasons.

Terry Hale-Hicks, 331 SW 2nd Avenue, thanked Mayor James for keeping her informed and spoke in opposition to the West Dania Beach Boulevard bridge project. She questioned what happened to the bridge that was supposed to be built over the cutoff canal on NE 5th Avenue.

Mayor James noted she would have staff investigate this.

Kim Ford, 22 SW 5th Avenue, spoke in opposition to the West Dania Beach Boulevard bridge project and felt a bridge would be better located on Old Griffin Road.

Pastor Ricky Young, 225 NW 7th Avenue, commented the West Dania Beach Boulevard bridge needs to be pulled off the MPO list and done away with forever.

Bernard Hardge, 292 NW 13th Court, spoke in opposition to the West Dania Beach Boulevard bridge project.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, motor unit enforcement, and homeless outreach, and thanked Mayor James for bringing up a program to provide temporary housing for homeless in the City.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including call volumes, Fire Prevention Month education in the schools, accreditations for the CAAS and CFI, and Christmas toy drive.

7. Consent Agenda

Items removed from Consent Agenda: #7.3, #7.8

- 7.1 Minutes:
 - Approve Minutes of September 21, 2021 Virtual Workshop - Dania Beach Grill Presentations
 - Approve Minutes of September 28, 2021 City Commission Hybrid Meeting
- 7.2 Travel Requests: None

Resolutions

7.4 RESOLUTION #2021-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING WITHDRAWAL OF THE CITY'S SUPPORT OF ONE PROJECT FROM THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION'S ("MPO") COMMITMENT TO THE 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AS IT RELATES TO A WEST DANIA BEACH BOULEVARD BRIDGE PROJECT PROPOSED TO CROSS OVER THE C-10 CANAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

7.5 RESOLUTION #2021-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MULTI MEDIA MARKETING ASSOCIATES, INC, FOR CONSULTANT SERVICES RELATED TO SUPPORT OF THE CITY'S SOCIAL MEDIA PAGES AND WEBSITE; RETROACTIVELY TO SEPTEMBER 30, 2021, UP TO AND INCLUDING SEPTEMBER 30, 2023; AUTHORIZING EXCEEDING THE \$25,000 ANNUAL SINGLE VENDOR THRESHOLD FOR THE TERM OF THE CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2021-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE ITB NO. 12342-805 WITH IPS GROUP, INC., FOR NEW PARKING METERS, TECHNOLOGY, AND METER SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7.7 RESOLUTION #2021-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING AN AMENDED BEACH PARKING FEE SCHEDULE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Commissioner Odman motioned to adopt the Consent Agenda, with the exception of Item #7.3 and #7.8 ; seconded by Vice-Mayor Salvino. The motion carried unanimously.

7.3 RESOLUTION #2021-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT WITH BENCOR, INC. TO IMPLEMENT BOTH A SPECIAL PAY PLAN GOVERNED BY THE INTERNAL REVENUE CODE SECTION 401(A) AND A FICA ALTERNATIVE PLAN GOVERNED BY THE INTERNAL REVENUE SERVICE AS AN APPROVED QUALIFIED RETIREMENT PLAN, EFFECTIVE UPON APPROVAL FOR ACTIVELY WORKING NON-UNION EMPLOYEES, AND EFFECTIVE PENDING COLLECTIVE BARGAINING FOR UNION-COVERED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

City Attorney Ansbro read the title of Resolution #2021-148.

Mayor James said she is not sure why this would be effective tonight only for the non-union employees when the bargaining unit employees would not get it until collective bargaining is undertaken. The union-covered employees do not even have an option at this time.

City Manager Garcia noted we are doing a total overhaul to anything that could be a benefit to our employees and the City. When Human Resources did research and found this opportunity, we wanted to move forward as quickly as possible with existing employees. As soon as we begin negotiation with the union, we think they will approve it as well. The Commission could

wait until then, but she felt we should do this immediately. We could make it retroactive once collective bargaining is completed.

Linda Gonzalez, Director of Human Resources added there is a contract for collective bargaining; we cannot give the benefit to union members unless it is negotiated with the union. There is no reason we cannot move forward for non-union employees at this time.

Mayor James said she does not like the fact we have 12 months until collective bargaining and they cannot utilize it until then. If the union has not turned it down, she does not agree with giving part of our employees a benefit and not giving it to the other part.

Human Resources Director Gonzalez explained we asked the union for several things this year; they turned down the PPM. We have been more than generous, giving them three different benefits without bargaining. We intend to give them this benefit when the time comes with collective bargaining.

City Manager Garcia noted this would also be savings for the City and we should move forward; we waived collective bargaining three times for the union.

Mayor James said she has a problem with the way the whole process is set up. We do all this work with shade meetings, and we bring things that are great for the entire City, but this is something she does not agree with.

Human Resources Director Gonzalez explained the negotiation process of collective bargaining is required by law; it is not an option. We do everything we do to make sure we follow the law, and we will do everything we can to give union members this benefit when the time comes.

Commissioner Lewellen motioned to adopt Resolution #2021-148; seconded by Commissioner Davis. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	No
Commissioner Odman	Yes		

7.8 RESOLUTION #2021-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH EVE A. BOUTSIS AS CITY ATTORNEY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Ansbro read the title of Resolution #2021-153.

Commissioner Davis noted she wanted to bring this to the public as she has serious concerns with some items coming to the Commission consent agenda. This is the second most important position in the City and when it is on the consent agenda, it is not full transparency since the

public is unaware of the behind closed doors discussions. She has no problem with Assistant City Attorney Boutsis, but her constituents come to her and ask her. She likes to do her research and due diligence and likes to tell residents she has done everything in her power that they have the best City Attorney. She cannot do that when she cannot do her due diligence. She was not here two years ago when the succession plan was discussed. She is not coming for Assistant City Attorney Boutsis, nor does she have issues. She has a problem with lack of transparency and due diligence with the residents. At minimum, it deserves discussion; at maximum, it deserves a process.

Commissioner Odman said it has been a bright light the last few months working with Assistant City Attorney Boutsis. Assistant City Attorney Boutsis is incredibly fast, has done her due diligence, and her work is appropriate; she really cannot say enough about her. She is incredibly effective, accessible, and responsive. She is worth every penny, and we are lucky she wants to stay with us.

Commissioner Lewellen noted she appreciates wanting to have a process; there was a process a couple years ago. She addressed the process of bringing in an Assistant City Attorney who could literally step into the shoes of the City Attorney, who had some time to learn institutional knowledge. She was the top pick for Assistant City Attorney and has saved the City a ton of money. To go out and look for another person at this point who may be good but does not have the institutional knowledge seems a waste of time and not what we originally discussed at the time. If residents are complaining, the meeting minutes from when it happened initially are available. She said she is in favor of this item, and we are very fortunate and lucky to have Assistant City Attorney Boutsis as our next City Attorney.

Vice-Mayor Salvino said as a businessperson, he believes that a person should be promoted from within. He agreed we had a process a couple of years ago when we hired Assistant City Attorney Boutsis. He trusts our staff and he has not seen anything that we could question her abilities. He understands some of the residents' questions, but we were elected to make decisions. Most of us want to give Assistant City Attorney Boutsis the opportunity and if she does something wrong, we will address it then; this just brings down the motivation. If she does not do her job, we start over, but he is in favor of this now.

Mayor James commented she understands Commissioner Davis' frustrations. She did not say Assistant City Attorney Boutsis is not qualified or that she does not agree with the choice. We did have lengthy discussions, had an RFP, and we made decisions knowing the person we hired would take on the role of the City Attorney. That was our thought process. She understands Commissioner Davis' frustration with things going on the consent agenda; items on the consent agenda do not get discussed. Commissioner Davis was not here for those other discussions. Maybe if she could do it again, we would have it under discussion and possible action. It is a big role and we do want transparency. If the process was flawed, she apologizes.

Commissioner Davis said she understands and appreciates the hard work Assistant City Attorney Boutsis has done. At the end of the day, it is about being transparent. She understands the process before, but she has a problem with the way it happened. She wants us to be mindful of the ways and things we put on the consent agenda.

Commissioner Lewellen motioned to adopt Resolution #2021-153; seconded by Vice-Mayor Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2021-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING SECTION 2-30, ENTITLED "INDIVIDUAL CAMPAIGN CONTRIBUTION LIMITS," OF ARTICLE II, ENTITLED "REQUIREMENTS FOR CITY EMPLOYMENT," OF CHAPTER 2, WHICH CHAPTER IS ENTITLED "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES, DUE TO PREEMPTION BY THE STATE OF FLORIDA OF THE CITY'S MONETARY LIMITATIONS ON CAMPAIGN CONTRIBUTIONS AND CAMPAIGN CONTRIBUTORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

City Attorney Ansbro read the title of Ordinance #2021-024.

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 Salvino motioned to adopt Ordinance #2021-024, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 ORDINANCE #2021-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY GREENSPOON MARDER, ON BEHALF OF THE PROPERTY OWNERS, DANIA LIVE 1748 II LLC AND KIMCO REALTY CORPORATION, APPROVING A PLAT NOTE AMENDMENT (DR-054-21), FOR PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-025 and noted this item was a quasi-judicial hearing and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the plat note amendment request.

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 Salvino motioned to adopt Ordinance #2021-025, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.3 ORDINANCE #2021-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED "FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED "SEAWALLS" ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED "LAND DEVELOPMENT CODE", ARTICLE 240, ENTITLED "DOCKS AND MOORING STRUCTURES" TO ADD SECTION 240-30, ENTITLED "SEAWALLS" TO REFERENCE THE REQUIRED STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-027.

Eleanor Norena, Director of Community Development, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

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 Salvino motioned to adopt Ordinance #2021-027, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

10.1 50/50 Sidewalk Program - Mayor James

Mayor James noted she was going to withdraw this item, but she has been working with the City Manager on a replacement plan.

City Manager Garcia said we have been working with the Public Services team to do a full assessment of our roads and to cast a wider net, to do a complete assessment of our sidewalks and to have a Capital Improvement Plan for sidewalks. She noted staff does recommend the code remain the same and the City take on the actual cost of replacement. We want the residents to notify us of sidewalks needing replacement, then every year, we would bring this at budget time. The key is to leave the code as it is to protect the City from liability.

Mayor James said more updates would be coming along.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of attending the grand opening of the Marriott Hotel in Dania Pointe. She said we are doing a lot of great things and it is a pleasure to work with this Commission.

11.2 Commissioner Lewellen

Commissioner Lewellen noted she recently attended a Broward County Resiliency Round Table. The countywide resiliency team has been working for years now, trying to affect climate change and sea level rise in Broward County. There was also a presentation by the Army Corps of Engineers and the SFWMD. It is interesting to know that as a City, we are ahead on some things and behind on others. She will be putting through several resolutions over next several months that are similar to what the County is doing to combat sea level rise. This was a very informative meeting.

11.3 Commissioner Odman

Commissioner Odman commented she had conversations with the City Manager regarding resiliency, green building standards, etc.; all these things are in the same bucket to address climate change and to do things that have an impact on our infrastructure. Right now, all over the country, there is tremendous movement in this area; the County is really ramping up on this as well. When she spoke to the City Manager, she was willing to look at all these to bring ourselves in line with other cities such as St. Petersburg. There are a lot of little cities in Florida that have taken this on; even with tiny budgets, they have managed to do some impactful things. It is a great fit for Dania Beach and this coming year, she is hopeful we will do more moves in this area.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino noted over the past couple of weeks, he has been working with the City Manager and Deputy City Manager regarding requests from residents about situations needing to be fixed throughout the City. The residents should be happy with all we have, including the City Manager and staff. The City looks better and better every day, and he thanked everyone involved.

Vice-Mayor Salvino said he attended the American Cancer Society benefit and spoke of the toy drive planned for December.

Vice-Mayor Salvino noted we had talked about the consent agenda earlier and he respects Commissioner Davis' thoughts. Most items on the consent agenda are pretty simple. The City Attorney is the second highest position; maybe it should be under discussion and possible action first. He still believes the way to do hiring is hiring within.

Vice-Mayor Salvino said people are uninformed with what is happening regarding the Dania Beach Grill. At the October 26th meeting, we will select the next proprietor. He added he is doing his due diligence.

Vice-Mayor Salvino referenced the West Dania Beach Boulevard bridge situation and said there is talk about putting the money somewhere else. He thinks residents need to know how that money was coming to us and perhaps the City Manager could address this in her report.

Vice-Mayor Salvino spoke of attending the Marriott grand opening and noted people are coming out of Fort Lauderdale to secure their events there. We are drawing from other cities.

11.5 Mayor James

Mayor James said she visited Dania Elementary today and spoke to the debate director. They conduct debates with different schools, and she volunteered the Commission to have a debate night, which she thought would be a good community engaging activity and something fun to do with the students. More information will be forthcoming; it will be held in February or March of next year.

12. Appointments

12.1 Dania Beach Housing Authority

Mayor James appointed Ivie Cure to fill the unexpired term of Bill Winkelholz ending October 31, 2023.

Mayor James appointed Kayri Pozo for a 4-year term as a resident who is current in rent in a housing project, or a person of low income who is receiving rent subsidy through a project administered by the Authority.

12.2 Airport Advisory Board – no appointments

12.3 Education Advisory Board – no appointments

12.4 General Employees Pension Board – no appointments

12.5 Parks, Recreation and Community Affairs Advisory Board – no appointments

Vice-Mayor Salvino motioned to approve the appointments; seconded by Commissioner Odman. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia reported construction is complete on the Mildred Jones Park deck which was damaged as the result of a fire.

City Manager Garcia addressed the West Dania Beach Boulevard bridge and noted even though the City loses its money when it turns down a project, we are going to draft a letter on behalf of the City to see if the monies can be reappropriated. She added thousands come through our roads each day; there is an opportunity to get these monies and she is working with Commissioner Lewellen.

City Manager Garcia noted the September 29th CACAB meeting did not have quorum, but they had a good discussion. Staff are not voting members, but staff is there to help the board. The CACAB will bring forward a multitude of sketches for the NW 1st Street bridge artwork.

City Manager Garcia reported we have completed renovations to the employee break room thanks to the Commission's support. We are looking to have classes and community meetings, and the kitchen is something we are extremely proud of.

City Manager Garcia said she is extremely excited about the annual BSO & Parks Spring Camp for kids. Thanks to the Commission's funding, we will address leadership and the theme of the camp will be RISE. We are excited to partner with BSO for Spring Camp which will be an exclusive and unique program. More information will be forthcoming.

City Manager Garcia noted she knows what resiliency means to Commissioners Odman and Lewellen and all the Commission. We will revisit all things resiliency: design and construction of roads, drainage, building standards, and LEED certifications of the buildings, and we will work with our local developers to elevate our game. We will set standards of building practices.

City Manager Garcia said October 1st began our new budget year; we have a record budget and record reserves. Human Resources has been extremely busy as BEAM team individuals will be hired and will receive their vehicles and training to deploy. She added all new positions are in the process of being filled.

City Manager Garcia noted we continue to do our due diligence on the selection of the new Dania Beach Grill and asked the Commission to use their appropriated budget to visit the locations of the three recommended firms.

City Manager Garcia gave a shout out to Assistant City Attorney Boutsis and City Attorney Ansbro for bringing her on board.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, October 26, 2021 - 7:00 p.m.
Tuesday, November 9, 2021 - 5:30 p.m.
Tuesday, November 9, 2021 - 7:00 p.m.

City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:50 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)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RENEW THE WASTE COLLECTION SERVICES CONTRACT WITH WASTE MANAGEMENT INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

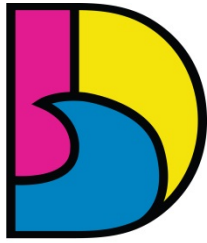
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-WM-COLLECTION-RENEWAL-10282021 (Finance 10-4-21), R-2021- Waste Management Inc. Renewal of Waste Collection Services Contract, Dania Beach Amendment 09 20 21 v2, Waste Management Amendment to Agreement Exp. 09-30-22 , Waste Management Inc. of Florida executed



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: ~~October 28~~ April 27, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director/ City Engineer

RE: AUTHORIZATION TO RENEW THE WASTE COLLECTION AGREEMENT WITH WASTE MANAGEMENT, INC. EXECUTE A CONTRACT FOR RFQ-20-008 PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY HORN AND ASSOCIATES, INC. (SECOND AND LAST RENEWAL OPTION FIRST OF TWO RENEWAL OPTIONS) FOR DESIGNING (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS

Request

The Public Services Department (PSD) requests the adoption of a resolution ~~executing a contract authorizing the renewal of the residential waste collection agreement with Waste Management, Inc. (WM) effective January 1, 2022, - If approved, this will thereby exercising the first of two 5-year renewal options.~~

~~for RFQ-20-008 "Professional Engineering Services for Design of Lift Station Generators" with Kimley Horn and Associates, Inc. for the design of nine (9) sewer lift stations and emergency backup generators.~~

Background

Generally, there are two components of the City's contract costs for solid waste services: the collection of waste and recycling and the disposal facility/cost. The City currently utilizes Waste Management (WM) for collection of all residential trash and recycling and currently also has a disposal agreement with WM. This agenda is related to the collection aspect of the services.

The City's agreement with WM for collection expires on September 30, 2022 and provides for two five-year renewal provisions. Given the good quality and consistent level of service provided by WM and the fact that nearly all cities that have recently re-bid their collection service have seen a substantial increase in their cost, Public Services deems it in the best interest of the City to exercise its option to renew the collection agreement. The renewal rates offered by WM are partly based upon the disposal costs. This is being pursued in conjunction with entering into a waste disposal agreement with WIN Waste Innovations (WIN), the operator formerly known as Wheelabrator and there This agreement,

\continued...



FOR APPROVE A CONTRACT FOR RFQ 20-008 PROFESSIONAL ENGINEERING SERVICES KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGNING (9) SEWER LIFT STATIONS AND EMERGENCY BACK-UP GENERATORS RENEW THE RESIDENTIAL WASTE COLLECTION AGREEMENT WITH WASTE MANAGEMENT INC.

which is being submitted for approval in a separate but mutually dependent item on this evening's agenda to enter into a Interlocal Agreement (ILA) with Broward County to allow the City to use the Waste Innovations (WIN) – formerly Wheelabrator – disposal site, will resulting in a lower disposal rate per ton that what is currently paid for household waste. As such, it This will enable the City's waste collection contractor (WM) to haul the material to WINWIN's facility and continue collection services in 2022 without an increase in the residential monthly rate.

Because our the current disposal agreement (also with WM) expires in December 2021, PSD proposes to take advantage of the lower disposal rate available with WIN by renewing the WM waste collection agreement roughly eight months early. (it expires in August 2022). The lower disposal rate will be incorporated into the collection agreement, resulting in a lower rate from WM for the service. As an added benefit to the renewal, the City will continue to provide traditional or "genuine" recycling provided at WM's site. Traditional recycling is no longer being provided by several Broward municipalities (where "burn-to-energy" is employed).

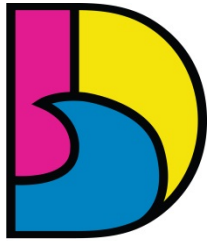
The City entered into an agreement with the Florida Division of Emergency Management (FDEM) by Resolution 20-015, to rehabilitate nine (9) City sewer lift stations and install emergency generators. The FDEM is funding 75% of the project via the Hazard Mitigation Grant Program (HMGP) for \$2,782,788.75. The remaining 25% of the budget will be funded by the City of Dania Beach (City) in the amount of \$927,596.25. However, if the City meets the global project matching requirements (which is expected), this amount will be reimbursable to the City as a 100% match and will be returned to the sewer fund reserves.

Since Federal Funds are going to be used in this project, FDEM does not allow the City to use firms by utilizing a continuing services contract for the existing consultants. On December 1, 2020, the City issued a Request for Qualifications (RFQ) 20-008. On December 30, 2020, five firms (5) responded to RFP 20-008.

The Bid Committee, consisting of the Deputy Director of Public Services, Public Services Utility Sewer Manager, and the CIP and Grant Administrator, met on January 28, 2021, to review and evaluate the proposals. The Bid Committee ranked the highest qualified (3) firms as follows:

- 1) Kimley Horn and Associates, Inc. ————— 290 points
- 2) Calvin Giordano and Associates, Inc. ————— 265 points
- 3) KPI Engineering, Inc. ————— 258 points

City Commission approved the ranking of the design firms by Resolution 2021-053, and the Bid Committee negotiated a contract price in the amount of \$499,800.00 with the highest-ranked engineering design firm,



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

Kimley Horn and Associates, Inc.

Budgetary Impact

The rate for solid waste collection charged by Waste Management will decrease by \$2.00 to a monthly rate of \$28.89 per residential unit. The actual rates charged to customers via the solid waste assessment will be determined during the budget process ~~this spring~~, and will be based on ~~multiple factors~~ all solid waste collection and disposal costs, including the Waste Management collection rate, other waste collection costs, City staff costs, and other administrative charges to the Solid Waste Fund.

~~Funding in the amount of \$499,800.00 will be appropriated from the Sewer Fund Unrestricted Reserve Account 402-00-00-389-90-02 and then transferred to the Sewer Utility HGMP Lift Stations/Professional Engineering Account 402-35-28-535-31-30.~~

RRRecommendation

Approval of the resolution authorizing the renewal of the residential waste collection agreement with Waste Management is recommended.

~~It is recommended that the City Commission adopt a resolution executing a contract for RFQ 20-008 "Professional Engineering Services for Design of Lift Station Generators" with Kimley Horn and Associates, Inc. to design (9) sewer lift stations and an emergency backup generators.~~

\continued...

RESOLUTION NO. 2021-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RENEW THE WASTE COLLECTION SERVICES CONTRACT WITH WASTE MANAGEMENT INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has contracted with Waste Management Inc. of Florida (“WM”) for residential waste collection services since 2003; and

WHEREAS, the current agreement expires on September 30, 2022 and provides for two (2) five-year renewal options; and

WHEREAS, the Public Services Department recommends that the City enter into an Interlocal Agreement with Broward County for disposal at the Waste Innovations (WIN) facility, resulting in significantly lower disposal costs, reducing the WMI collection rates, and allowing the City to continue genuine recycling services; and

WHEREAS, to realize the disposal cost savings in the collection rates charged by WM, the City must execute the collection services renewal option at the same time as the Interlocal Agreement for disposal; and

WHEREAS, the Public Services Department has determined that exercising the collection services renewal option will result in the seamless continuation of high quality services without an increase in cost to the City and therefore, deems it in the best interest to renew the collection agreement with Waste Management;

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 approve the renewal of the WM residential waste collection agreement incorporating a lower cost disposal site.

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 full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AMENDMENT TO
RESIDENTIAL SOLID WASTE COLLECTION SERVICES AGREEMENT
BETWEEN
THE CITY OF DANIA BEACH
AND
WASTE MANAGEMENT INC. OF FLORIDA**

THIS AMENDMENT, entered into this ___ day of _____, 20___, effective January 1, 2022, by and between the City of Dania Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida (the "City") and Waste Management Inc. of Florida, a Florida corporation, with a business address at 1800 N. Military Trail, Boca Raton, Florida, 33431 ("WMIF").

WITNESSETH:

WHEREAS, the City and WMIF entered into that certain Residential Solid Waste Collection Services Agreement on or about December 1, 2015, which incorporates the Notice to Proposers, Conditions of the Contract, Specifications, Addenda issued prior to the Solid Waste Collection Services Agreement, Contractor's Proposal and other documents, exhibits and attachments (the "Franchise Agreement"); and

WHEREAS, the City and Contractor desire to modify the Franchise Agreement by extending the term, providing for adjustment to rates, together with additional modifications; and

WHEREAS, the City has determined that this Amendment is in the best interests of City and its residents.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. **Recitals**: The foregoing recitals are true and correct.
2. **Term**: Section 3.1 -- The term of the Franchise Agreement is modified so that the extended term will commence on January 1, 2022 and expire on September 30, 2027. The Franchise Agreement may be renewed for one additional five (5) year term by mutual agreement of the parties. In the event WMIF does not elect to renew the Franchise Agreement, WMIF must provide notice to the City by April 2, 2027 (18 months prior to the expiration of the Franchise Agreement).
3. **Rates**. INSERT FINAL RATES UPON APPROVAL

The Residential Fuel Component per dwelling unit in Section 4.1 in the application for payment submitted to the City shall be deleted in its entirety.

4. At the end of Section 4.1 of the Franchise Agreement the following paragraph shall be inserted:

CPI: Commencing October 1, 2022, and each fiscal year thereafter for the Term of the Franchise Agreement (and any Renewal Term) by adding to the then current Fiscal Year's rate the amount obtained by multiplying such current rate by the average change, expressed as a percentage, of the following index determined as follows: On October 1 of each year, WMIF shall be entitled to receive an annual CPI adjustment on all those costs and rates associated with collection and recycling processing. WMIF shall provide the CPI adjustment calculation to the City on or before July 1. The adjustment to the rate shall be calculated as the percent change in the average Consumer Price Index series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted ("CPI"), as published by the Bureau of Labor Statistics by comparing the average of the percentage changes June through May 12 months of the current year of the adjustment, with the same June through May 12-months in the preceding year. The maximum adjustment pursuant to this paragraph shall be 5% in any one year. The minimum adjustment pursuant to this paragraph shall be 2% in any one year.

5. **Unusual Circumstances.** Section 4.1.3 of the Franchise Agreement is replaced with the following:

WMIF may petition City to adjust Contractor's rates based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request to verify the increase in costs and the reasons therefor. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City. The City shall make a reasonable determination based upon the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

6. **Residential Recycling.** Residential curbside single stream recycling shall be delivered to Sun 12 located at 2380 College Avenue, Davie, Florida, 33317, or any other WMIF facility for processing at the rate of \$100.00 per ton. The processing rate will be adjusted on an annual basis in accordance with the CPI provisions in Paragraph 4 above.

7. **Residential Curbside Solid Waste Disposal:** Residential curbside solid waste shall be disposed of at the Wheelabrator South Plant located at 4400 South State Road 7, Fort Lauderdale, Florida, 33314.

8. **Residential Curbside Solid Waste Disposal True Up.** Residential Curbside Solid Waste Disposal True-up shall occur at the end of each fiscal year (September 30th). Solid Waste disposal costs for Residential Curbside units are included in the Residential Curbside unit

rate. This true-up is calculated by comparing the annual generation factors for Residential Curbside Solid Waste. The period is from October 1st through September 30th. This calculation is as follows: annual Solid Waste tonnage divided by total curbside units $10,025(\text{tons}) \div 7,397(\text{units}) = 1.36 \text{ T/P/Y}$. The disposal cost per unit is calculated by the generation factor multiplied by the disposal rate per ton then divided by 12 months. $1.36 \text{ T/P/Y} \times \$47.79(\text{disposal rate}) = \$64.99 \div 12(\text{months}) = \5.41 per unit per month. At the commencement of services under the Franchise Collection Agreement, annual Residential Curbside Base Solid Waste tons will be established at 10,025 tons per year, 7,397 total number of units, and \$47.79 per ton. At the end of each fiscal year the City will calculate the actual generation factor and cost of disposal for Residential Curbside units. Any variance in this generation factor will trigger the True-Up process. If the actual generation factor is less than the established generation factor, WMIF has been overpaid therefore shall pay to the City the difference between the initial generation factor and the actual generation factor. As an example: $1.36 \text{ T/P/Y}(\text{initial}) - 1.10 \text{ T/P/Y}(\text{actual}) = 0.26 \times \$47.79 (\text{disposal rate}) = \12.43 (annual overpayment/unit) $\times 7,397(\text{units}) = \$91,944.71$ owed to the City. Reimbursement for the overpayment shall be made to the City by December 15th of that year.

If the actual generation factor is more than the established generation factor, WMIF has been underpaid therefore the City shall pay the difference between the initial generation factor and the actual generation factor. As an example: $1.36 \text{ T/P/Y}(\text{initial}) - 1.47 \text{ T/P/Y}(\text{actual}) = 0.11 \times \$47.79 (\text{disposal rate}) = \5.26 (annual shortfall/unit) $\times 7,397 (\text{units}) = \$38,908.22$ owed to the Franchise Collector. Reimbursement for the underpayment shall be made to the Franchise Collector by December 15th of that year.

WMIF shall provide reports to the City in accordance with Section 4.1.1 of the Franchise Agreement, Recordkeeping, Reporting and Inspection Rights.

9. **Residential Curbside Bulk Waste Disposal True-Up:** Residential Curbside Bulk Waste Disposal True-up shall occur at the end of each fiscal year (September 30th). Bulk Waste disposal costs for Residential Curbside units are included in the Residential Curbside unit rate. This true-up is calculated by comparing the annual generation factors for Residential Curbside Bulk Waste. The period is from October 1st through September 30th. This calculation is as follows: annual Bulk Waste tonnage divided by total curbside units $4,327(\text{tons}) \div 7,397(\text{units}) = .58 \text{ T/P/Y}$. The disposal cost per unit is calculated by the generation factor multiplied by the disposal rate per ton then divided by 12 months. Bulk Waste generation factor of $0.58 \text{ bulk T/P/Y} \times \$38.02 (\text{disposal rate}) = \$22.05 \div 12(\text{months}) = \1.84 per unit per month. At the commencement of services under the Franchise Collection Agreement, annual Residential Curbside Base Bulk Waste tons will be established at 4,327 tons per year, 7,397 total number of units, and \$38.02 per ton. At the end of each fiscal year the City will calculate the actual generation factor and cost of disposal for Residential Curbside units. Any variance in this generation factor will trigger the True-Up process. If the actual generation factor is less than the established generation factor, WMIF has been overpaid therefore shall pay to the City the difference between the initial generation factor and the actual generation factor. As an example: $0.58 \text{ T/P/Y}(\text{initial}) - 0.39 \text{ T/P/Y}(\text{actual}) = 0.19 \times \$38.02 (\text{disposal rate}) = \7.22 (annual overpayment/unit) $\times 7,397 (\text{units}) = \$53,434.44$ owed to the City. Reimbursement for the overpayment shall be made to the City by December 15th of that year.

If the actual generation factor is more than the established generation factor, WMIF has been underpaid therefore the City shall pay the difference between the initial generation factor and the actual generation factor. As an example: $0.58 \text{ T/P/Y(initial)} - 0.71 \text{ T/P/Y(actual)} = 0.13 \text{ X } \$38.02 \text{ (disposal rate)} = \$4.94 \text{ (annual shortfall/unit)} \times 7,397 \text{ (units)} = \$36,541.18$ owed to the Franchise Collector. Reimbursement for the underpayment shall be made to the Franchise Collector by December 15th of that year.

WMIF shall provide reports to the City in accordance with Section 4.1.1 of the Franchise Agreement, Recordkeeping, Reporting and Inspection Rights.

10. Written Notice:

Written notice to Owner's Representative shall be amended as follows:

Ana M. Garcia, City Manager

Written notice to Project Manager shall be amended shall be amended as follows:

Candido Sosa-Cruz, Assistant City Manager

Written notice to Contractor shall be amended as follows:

David Myhan, President
Waste Management Inc. of Florida
1800 North Military Trail
Suite 201
Boca Raton, Florida 33431

11. Effective Date: This Amendment shall be effective January 1, 2022.

12. All other terms and conditions not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the City and WMIF have set their hands and seals on the day and year first above written to this Agreement and counterparts, each of which shall constitute an original.

ATTEST:

CITY OF DANIA BEACH

_____, City Clerk

_____, Mayor

Dated: _____

ATTEST:

**WASTE MANAGEMENT INC. OF
FLORIDA**

Assistant Corporate Secretary

Dated: _____

[CORPORATE SEAL]

DRAFT

**AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE
CITY OF DANIA BEACH, FLORIDA AND WASTE MANAGEMENT INC. OF
FLORIDA**

THIS IS AN AMENDMENT (the "Amendment") to an Agreement which Agreement (the "Agreement") is dated December 1, 2015, existing between the City of Dania Beach, Florida, a municipal corporation, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (the "City") and Waste Management Inc. of Florida, a Florida corporation having an address of 2700 Wiles Road, Pompano Beach, Florida 33073, (the "Contractor"). A copy of the Agreement is attached as Exhibit "A", and it is made a part of and incorporated into this Addendum by this reference.

RECITALS

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

Page 1, Article 3.0, "Date of Commencement and Terms of Agreement", Paragraph 3.1: The commencement date of October 1, 2015 is deleted, and the commencement date is replaced and is retroactive to February 1, 2016.

Except as amended and modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, this Amendment shall control.

IN WITNESS OF THE FOREGOING, the parties have executed this Addendum effective as of May 10, 2016.

CITY:

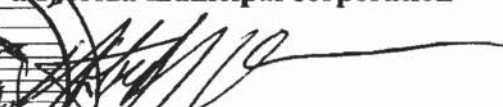
ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**



LOUISE STILSON, CMC
CITY CLERK




ROBERT BALDWIN
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:



THOMAS J. ANSBROSIO
CITY ATTORNEY

WITNESSES:

Coleen Houliban
Signature

Coleen Houliban
PRINT Name

[Signature]
Signature

Roward Kaplan
PRINT Name

VENDOR:

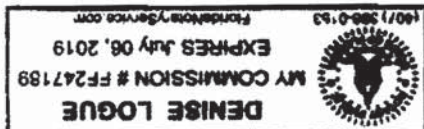
Waste Management Inc. of Florida
a Florida corporation

[Signature]
Signature

TIMOTHY B. HAWKINS, PRES.
PRINT Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on MAY 9th, 2016, by Timothy Hawkins, as President, of Waste Management Inc. of Florida, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification and did (did not) take an oath.



My Commission Expires:

Denise Logue
NOTARY PUBLIC

DENISE LOGUE
PRINT Name of Notary Public



AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS IS AN AGREEMENT, entered into on December 1, 2015.

BETWEEN the Owner: City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

and the Contractor: Waste Management Inc. of Florida
(Name and address) 2700 Wiles Road
Pompano Beach FL 33073

Name of Project: Dania Beach Residential Solid Waste Collection Services and Alternates 1, 2 & 3.

The Owner and Contractor agree as follows:

ARTICLE 1.0 **THE PROPOSAL DOCUMENTS**

1.1 The Proposal Documents consist of this Agreement, Notice to Proposers, Invitation to Bid Documents, Conditions of the Contract (General, Supplementary and other Conditions), Specifications, addenda issued prior to execution of this Agreement, Contractor's Proposal, and other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated in it. The Contract represents the entire and integrated agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Proposal Documents shall not be changed but are subject to final negotiation with the City.

ARTICLE 2.0 **THE WORK OF THIS CONTRACT**

2.1 The Contractor shall perform all Work as described in the Proposal Documents, except to the extent specifically indicated in the Proposal Documents to be the responsibility of others. The Agreement that is included with this Proposal shall be made a part of and is incorporated into the Proposal Documents by this reference.

ARTICLE 3.0 **DATE OF COMMENCEMENT AND TERMS OF AGREEMENT**

3.1 The Date of Commencement is October 1, 2015. The initial term of this agreement shall begin on October 1, 2015 and end on September 30, 2022. The City reserves the right to renew the agreement for up to two (2) five (5) year periods under the same terms, conditions and

specifications, subject, however, to cost adjustment as provided below, providing both parties agree to the renewal, the Contractor performed satisfactorily and such renewal is approved in writing by the City Commission.

ARTICLE 4.0 **CONTRACT AMOUNT**

4.1 Rates, Billing Procedures, Payments, and Franchise Fees

The Contractor shall charge the rates as specified in the fees structure reflected below and shall not charge any amounts unless specifically authorized by this Agreement. The Contractor shall be responsible for the payment of all City solid waste franchise fees that the City may create and authorize in the future associated with the below proposed billing rates as well as all disposal fees. The City shall be solely responsible for the billing of the standard level of services for residential service units. Standard level of services shall include collection from each residential service unit except for additional costs for back-door Collection Service and additional collections of Bulk Waste from a residential service. Residents can request additional special collection pickups at their own cost and the Contractor will provide these services at a rate of \$25 per cubic yard. Residents can request alleyway pickup at a rate of \$35 per month. The Contractor shall be solely responsible for the billing of these and all other non-standard residential and non-residential services.

The City may request additional special bulk collection pickups by the Contractor. These special pickups will be billed by the Contractor at a rate of \$25 per cubic yard per pickup. A separate detailed monthly invoice will be sent with supporting documentation detailing the location of the special pickup and the Public Services supervisor requesting the pickup.

The Contractor shall submit an application for payment to the City detailing the work performed for the previous calendar month. The application shall include the monthly report described in Section 4.1.1.

<u>Required - Exclusive Residential Only:</u>	<u>Per Dwelling Unit</u>
Residential Collection and Recycling Component	\$ <u>13.98</u> per month
Residential Fuel Component	\$ <u>1.40</u> per month
Residential Disposal allowance per unit/mo.	\$ <u>12.95</u> per month
Total residential price per unit/mo.	\$ <u>28.33</u> per month

The City shall pay the Contractor for residential services provided no later than twenty (20) days after the end of each calendar month upon receipt of Contractor's standard residential service billing invoice for the prior month. The Contractor shall be responsible for the billing of non-standard Residential service that it provides. For all amounts billed by Contractor covering non-standard residential service, the Contractor shall pay to the City its approved solid waste Franchise Fee, if any, based upon its gross monthly service billings. Payment of City franchise fees shall be made by the Contractor via electronic funds transfer to the City's bank account no

later than twenty (20) calendar days after the end of each month in association with required monthly financial reporting to the City. The Contractor shall include City franchise fees, if any, in its normal and customary service operating fees.

In the event that the Contractor fails to make a full Franchise Fee payment on or before the due date as provided above, the Contractor shall pay an interest charge equal to 18% per annum for each day the payment is late.

4.1.1 Recordkeeping, Reporting, and Inspection Rights

The Contractor shall create, maintain, and make available records as defined in, and required by, all applicable local, state, and federal laws, rules and regulations, and any reports as are reasonably necessary to:

- (i) Document collection of materials, source of materials, time delivered to Designated Facility, and other information as requested by the City Manager. For Residential Solid Waste the report shall indicate monthly residential material collected in tons by material type (e.g., Solid Waste, Yard Waste, Recyclables, Bulk Waste, etc.).
- (ii) Document missed collections, late set-outs and improper set-outs on a daily basis including the address, time and date for each and the reason and notice for the improper set-outs.
- (iii) Document customer contact or complaints.
- (iv) Such other documents and reports as the Contract Administrator may reasonably require to verify compliance with this Agreement or to meet the City's reporting requirements with the State of Florida.

The Contractor shall make all records available to City and its representatives at reasonable times and places throughout the initial term and any renewal term of this Agreement and for a period of five (5) years after last or final payment.

The Contractor shall submit monthly reports within twenty (20) calendar days following the end of each calendar month in an electronic format approved by the Contract Manager summarizing the records the Contractor is required to create, maintain, and make available to the City pursuant to this Agreement.

The Contractor shall submit annual reports in an electronic format approved by the Finance Director within forty five (45) calendar days following the end of the contract year summarizing the records the Contractor is required to create, maintain, and make available to the City pursuant to this Agreement.

The Contractor grants the City the right to inspect the Contractor's records at the Contractor's local office between 6:00 A.M., EST and 7:00 P.M., EST on week days throughout the initial term and any renewal term of this Agreement and for a period of five (5) years after last or final payment.

4.1.2 Contract Administration and Preparation Costs

Contractor understands and agrees that the cost of the proposal process is a part of the cost of providing Collection Services and thus a responsibility of the Contractor, and even though such costs in the approximate amount of \$25,000.00 were expended by the City, the expenditure was for the benefit of the Contractor. Accordingly, the Contractor agrees that any and all monies due the Contractor for the provision of services under this contract up to an amount of \$25,000.00 will be due and payable upon execution of the contract. Also, a monthly amount of \$12,500.00 will be due and payable on the 1st of each month to cover annual cost of Public Works staff coordination with Contractor and to staff an administrative position in the City's Public Services Department. Contractor acknowledges that such credits were taken into account in Contractor's Proposal pricing.

4.1.3 During the subsequent years and during any extension of the contract terms unusual circumstances may occur that could not have been foreseen by either party to the contract, and those circumstances may significantly affect the cost of providing the required items or services. In such event the Contractor or City may request adjustments to the contract specified prices for goods or services, either up or down, to reflect these changed circumstances. The circumstances must be beyond the control of the Contractor or City and the request for change must be fully documented to include items such as but not limited to:

a. percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the most recent November 30, as compared to the preceding November 30, and

b. tipping fee cost at the designated disposal facility is increased or decreased

The party requesting adjustments, pursuant to this paragraph, must provide written notice to the other party advising them of the need for the modification.

Such increases/decreases shall not exceed three percent (3%) per year or the latest yearly percentage increase in the All Urban Consumers Price Index (South Region) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

ARTICLE 5.0
MISCELLANEOUS PROVISIONS

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

5.3 The Contractor shall create with input from the City a program introduction notice, improper set-out notice, and annual program reminders. The semi-annual program reminders shall address issues including recycling, hurricane debris management and preparedness, and illegal dumping.

The Contractor shall reproduce and distribute at its sole expense the program introduction notice, improper set-out notice, and semi-annual program reminders. The Contractor shall provide and distribute the program introduction notice upon commencement of the Agreement and the delivery of Solid Waste Carts and Recycling Carts to a residential service unit as necessary. The Contractor shall distribute the improper set-out notice upon identification of an improper set-out. The Contractor shall distribute the program reminders to each residential service unit twice per year during times decided by the City.

5.4 The Contractor shall not commingle Recyclable Materials with Solid Waste, Bulk Waste, Yard Waste, or other material. The City shall retain ownership of Recyclable Materials upon collection by the Contractor from the residential service unit, City Facility, or special event. The Contractor shall retain ownership of Solid Waste, Bulk Waste, and Yard Waste upon collection from the residential service unit, City Facility, or special event. The Contractor shall assure delivery of collected materials to the Designated Facilities as required by the City. The Contractor shall deliver all Recyclables collected from Residential Service Units, City Facilities, and special events in the City to a Designated Facility. There is no requirement concerning the delivery to a Designated Facility for Recyclable Materials collected from non-residential Service Units.

5.5 Contractor shall provide, maintain and replace as reasonably necessary or requested by the City Manager all residential solid waste Garbage Carts (sometimes referred to as containers / totes / garbage cans) and recycling containers for residential service at no cost to the City.

Customers can purchase an additional garbage cart at their own cost and the Contractor will provide the services at the rate of the cost of disposal (currently \$12.95) to be paid in advance by the customer each October upon invoicing by the Contractor, Customers requesting a cart during the year will be charged a prorated amount for the remainder of the year. There will be a \$50.00 per car cost for the purchase of each additional cart.

5.6 Contractor shall provide maintain and replace adequate Carts, Dumpsters, Compactors, and other Containers as determined by the City Manager for Solid Waste Collection Services for

up to ten (10) Special Events sponsored or co-sponsored by the City in each contract year, at no cost to City or the co-sponsors of the Special Event.

5.7 The Contractor shall collect a minimum of twice per week on a scheduled day, all Solid Waste Carts, Solid Waste Dumpsters and Solid Waste Compactors from each City Facility in the City at no cost to the City or the City Facility. The City Manager shall have the sole authority to decide on the number and size of Carts, Dumpsters, Roll-off Containers, and Compactors. In addition, the City Manager and the City Facility shall have the sole authority to decide on the frequency of Solid Waste collection and scheduled days for Solid Waste Collection Services.

5.8 The Contractor shall provide a high quality level of Collection Service. The City Manager shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed by the Contractor, the manner of performance, the rate of progress of the work, the interpretation of the provision of the Agreement, and the acceptable performance of contract duties. In addition, the City Manager shall determine the amount, quality, and character of the work performed. The Contractor shall have the right to appeal any decision or findings of the City Manager to the City Commission, whose findings and conclusions shall be final and binding.

The Contractor shall maintain an office located within Broward County for the initial term and any renewal term of this Agreement. The Contractor shall ensure the Customer Call Center has live personnel answering phones during 8:00 AM, EST and 5:00 PM, EST on Monday through Friday. After 5 PM EST or on weekends and Holidays calls may be answered by a voicemail system. If a call is answered by a voicemail system, Contractor shall ensure all voicemails left after 5:00 PM, EST or on the weekend or Holiday shall be returned by 10:00 AM, EST the following business day.

The Contractor shall ensure all missed collections reported before 12:00 PM, EST on a business day shall be serviced by the close of the business day. The Contractor shall ensure all missed collections reported after 12:00 PM, EST shall be serviced by 10:00 AM, EST the following business day. Complaints of missed collection that are cured on the same day shall not be assessed administrative charges.

The Contractor shall maintain a customer contact and complaint log that documents the date and time of the call; customer name address and phone number; reason for call/complaint; and resolution of call or complaint. For complaints excluding missed collections, Contractor shall ensure all complaints shall be resolved within a reasonable timeframe.

5.9 In the event of an occurrence of a Force Majeure rendering either party unable to perform, or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at any time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of the Force Majeure. In the event of an occurrence of a Force Majeure rendering Contractor unable to perform, the City shall not be required to compensate Contractor during the period in which Contractor is unable to perform. Both parties shall use their best efforts to remedy the cause(s) of any event of Force Majeure and shall cooperate with each other in such efforts.

ARTICLE 6.0

INSURANCE

6.1 The Contractor shall not commence Work, as described in the Contract Documents, until Contractor has obtained all insurance required under this Article ("Coverage") and such Coverage has been approved by the Risk Manager of the Owner. The Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor, as provided in the Contract Documents, and all Coverage required of any subcontractor, have been approved by Owner. In addition, Contractor shall be responsible for any policy deductibles and self-insured retentions.

6.2 INSURANCE CERTIFICATES FOR ALL REQUIRED COVERAGES IN THE RFP MUST HAVE BEEN SUBMITTED WITH THE BID. THE CITY OF DANIA BEACH DOES NOT ACCEPT ANY EXEMPTION CERTIFICATES FOR ANY PROVISION OF REQUIRED COVERAGE(S) UNDER THIS ARTICLE. IF THE "PRELIMINARY" INSURANCE CERTIFICATES WERE NOT SUBMITTED WITH THE BID, THEN THE CITY HAS THE RIGHT TO CONSIDER THIS AGREEMENT AS VOID.

6.3 ALL CERTIFICATES OF INSURANCE MUST CLEARLY IDENTIFY THE CONTRACT TO WHICH THEY PERTAIN, INCLUDING A BRIEF DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT. The certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner. **POLICIES FOR COVERAGES SHALL BE ISSUED BY COMPANIES AUTHORIZED TO DO BUSINESS UNDER THE LAWS OF THE STATE OF FLORIDA AND ANY SUCH COMPANIES' FINANCIAL RATINGS MUST MEET A MINIMUM FINANCIAL AM BEST COMPANY RATING OF NO LESS THAN "A- EXCELLENT: FSC VII." IN THE LATEST EDITION OF THE "BEST'S KEY RATING GUIDE", PUBLISHED BY A.M. BEST GUIDE.** In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the Owner.

6.4 Coverages shall be in force until all work required to be performed under the Agreement, including any extension, renewal or warranty period of it, is satisfactorily completed as evidenced by the formal acceptance by the Owner. In the event insurance certificates provided to Owner indicate that the insurance shall terminate and lapse during the period of this Contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverage for the balance of the period of the Contract and any extension of it is in effect. **THE CONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGE IS IN FULL FORCE AND EFFECT. ANY DELAY IN COMMENCING OR CONTINUING WORK IS SUBJECT TO ANY APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT IDENTIFICATION OF THE PROJECT WORK MUST BE INDICATED ON ALL CERTIFICATES OF INSURANCE.**

6.5 REQUIRED INSURANCE COVERAGE

6.5.1 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these requirements and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

6.6 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is named as an additional "named" Insured;
- Additional Named Insured status is included for Products and completed operations coverage;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

6.7 **WORKERS' COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the term of the Agreement, or any renewal period of it, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any Services are sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

Employer's Liability Part B shall be in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Hundred Thousand Dollars (\$100,000.00) annual aggregate for disease; and limits of no less than One Hundred Thousand Dollars (\$100,000.00) for disease of an individual employee.

In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has the responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.8 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than Five Million Dollars (\$5,000,000.00) per occurrence, to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- "The City of Dania Beach, Florida" is named as an additional "named" insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

The Contractor shall hold the Owner, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete the Project. The Owner reserves the right to require Contractor to provide and pay for any other insurance coverage Owner deems necessary depending upon the possible exposure to liability.

6.9 POLLUTION LIABILITY INSURANCE with minimum limits of Ten Million Dollars (\$10,000,000.00) per occurrence, to include transportation and vehicles, on and off-site liabilities, clean-up costs, bodily injury and property damage, and disposal sites. The City of Dania Beach shall be named as an additional insured on such policy.

6.10 Insurance Agent Statement: The Most Apparent Responsive Proposer shall submit the Insurance Agent Statement as set forth in the RFP.

ARTICLE 7.0
INDEMNIFICATION OF OWNER

7.1 The selected Contractor shall, in addition to any other obligation to indemnify the Owner and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the

Owner, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor in the performance of the work;
- (c) liens, claims, actions made by the Contractor or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the Owner.

The City maintains that the provision is "fault-based".

ARTICLE 8.0

TERMINATION OR SUSPENSION OF CONTRACT

8.1 TERMINATION BY THE CONTRACTOR

A. The Contractor may terminate the Contract if the Work is stopped for a period of twenty (20) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:

- 1. issuance of an order of a court or other public authority having jurisdiction;
- 2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work performed.

8.1.1 TERMINATION BY THE OWNER

A. TERMINATION BY THE OWNER FOR CAUSE:

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails, after a request by the Owner, to supply enough properly skilled workers or proper equipment or materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of this Agreement;
 - b. fails to comply with laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction, including Owner; or
 - c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation.
 - d. otherwise is guilty of breach of a provision of the Contract Documents, which is not cured by the Contractor after written notice to cure from the Owner. The cure period will be seven (7) days.
2. When the Owner terminates the Contract, the Contractor shall not be entitled to receive any further payment until the Work is finished.
3. All damages, costs and charges incurred by Owner, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of such excess.
4. If after notice of termination of the Contract, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below.

B. TERMINATION BY THE OWNER FOR CONVENIENCE:

This Contract may be terminated for convenience by Owner upon thirty (30) days' advance written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work

performed prior to termination and shall not be entitled to any other costs, fees or payments.

In the event that the Owner terminates the Contract for convenience per Section 8.1.1.(B), the Contractor shall be reimbursed for the cost of the recycling carts, as follows:

Within 1 year of the execution of the contract	100%
Within 2 years of the execution of the contract	80%
Within 3 years of the execution of the contract	60%
Within 4 years of the execution of the contract	40%
Within 5 years of the execution of the contract	20%

8.1.2 SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If such suspension exceeds thirty (30) consecutive days, the Contractor shall be entitled to terminate the Contract. In either case, Contractor shall only be paid for acceptable work performed prior to termination or suspension and shall not be entitled to any other costs, fees or payments.

ARTICLE 9.0 **ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Proposal and Contract Documents, except for Modifications issued after execution of the Agreement, are enumerated as follows:

9.1.1 The Agreement is the executed Agreement between Owner and Contractor.

9.1.2 The Addendum, if any, is in Section 00900 and summarized below:

Number	Date
---------------	-------------

9.1.3 Other documents forming part of the Proposal Documents are as follows:

00300	*PROPOSAL
00400	*INSURANCE AGENT STATEMENT
00410	*PROPOSAL SECURITY FORM AND SECURITY BOND
00420	*CONTRACTOR'S SWORN QUALIFICATION STATEMENT
00440	*PUBLIC ENTITY CRIMES STATEMENT
00450	*NON-COLLUSION AFFIDAVIT
00460	INDEPENDENCE AFFIDAVIT
00500	AGREEMENT BETWEEN OWNER & CONTRACTOR
00510	ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

00520	ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP
00530	ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION
00620	CERTIFICATES OF INSURANCE
00900	ADDENDUM

NOTE: *Indicates sections (forms) requiring execution (signatures) to validate proposal.

ARTICLE 10.0

GOVERNING LAW; CONSENT TO JURISDICTION.

10.1 The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

10.1.1 All claims, counterclaims, disputes and other matters in question between Owner and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, 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.

10.2 ATTORNEY FEES.

Each party shall bear its own attorney fees for any litigation related to this Contract.

10.3 SUCCESSORS AND ASSIGNS.

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract. Neither party to the Contract shall assign the Contract or any portion of it without advance written consent of the other.

10.4 WRITTEN NOTICE.

Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for giving of notice:

Owner's Representative:	Robert Baldwin, City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Project Manager:	Colin Donnelly, Assistant City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
City:	Thomas Ansbros, City Attorney City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Contractor:	Timothy B. Hawkins, President Waste Management Inc. of Florida 2700 Wiles Road Pompano Beach, FL 33073

10.5 RIGHTS AND REMEDIES.

A. Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

10.6 DISPUTE RESOLUTION.

10.6.1 Venue; Fees. 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.

10.6.2 Operations During Dispute.

10.6.2.1 In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

10.6.2.2 Notwithstanding any other provisions in this Agreement, whenever any service provided by the Contractor fails to meet City's reasonable approval, the City will have the right to terminate the Agreement seven (7) days after the date when the written notice was sent by City of the deficiency, if Contractor has not cured such deficiency within that time.

10.7 INTEREST.

Payments due and unpaid under the Contract Documents shall bear an interest charge equal to 18% per annum from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

10.8 BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

10.9 HEADINGS. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

10.10 EXHIBITS. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

10.11 SEVERABILITY. If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

10.12 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

10.13 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

10.14 WAIVER. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

10.15 CONFLICT. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals effective the day and year written above.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida Municipal Corporation

ATTEST:

for *Jon Schneider, Deputy City Clerk*
Louise Stilson, CMC, City Clerk

Robert Baldwin
Robert Baldwin, City Manager

Approved as to Form and Correctness:

Thomas J. Ansbro
Thomas J. Ansbro, City Attorney

Dec 1, 2015

Approved as to "Scope of Services":

Colin Donnelly
Colin Donnelly, Assistant City Manager

Dec 1, 2015



WITNESSES:

[Signature]
Signature

RONALD KAPLAN
PRINT Name

[Signature]
Signature

Coleen Haulihan
PRINT Name

CONTRACTOR:

WASTE Management Inc of Florida

[Signature]
Signature

Tim Hawkins President
PRINT Name/Title

(CORPORATE SEAL IF APPLICABLE)

STATE OF FLORIDA)
COUNTY OF BROWARD)s

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2015,
by TIMOTHY B. HAWKINS, as PRESIDENT of
WASTE MANAGEMENT INC. OF FLORIDA a FLORIDA corporation/partnership, on behalf of
the corporation/partnership. He/she is personally known to me or has produced
identification and did (did not) take an oath.

[Signature]
Notary Public

PRINT Name:

My commission expires:



SUSAN CHRISTA JOHNSON
MY COMMISSION # FF 085349
EXPIRES: January 29, 2018
Bonded Thru Budget Notary Services



SUSAN CHRISTA JOHNSON
MY COMMISSION # FF 085349
EXPIRES: January 29, 2018
Bonded Thru Budget Notary Services

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:
)

On NOVEMBER 30, 2015, before me personally appeared TIMOTHY B. HAWKINS to me known and who, being duly sworn, did depose and say that (s)he is the PRESIDENT of WASTE MANAGEMENT INC. OF FLORIDA, the corporation described in and which executed the foregoing Agreement; that (s)he knows the seal of the corporation; that one of the impressions affixed to the Agreement is an impression of the seal; that (s)he is a proper official of the corporation designated to execute such Agreement; that (s)he has the authority to do so; that (s)he has executed same for and on behalf of the corporation; and that his/her act is the act and deed of the corporation.

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:
)

Sworn to and subscribed before me on NOVEMBER 30, 2015, by TIMOTHY B. HAWKINS who (check one) ☒ is personally known to me or [] has produced _____ as identification.

Susan Christa Johnson
Notary Public, State of _____

PRINT Name



SUSAN-CHRISTA JOHNSON
MY COMMISSION # FF 065340
EXPIRES: January 29, 2018
Bonded Thru Budget Notary Services

My commission expires:

END OF ACKNOWLEDGMENT - CORPORATION



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
8/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1301927 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 2700 WILES ROAD POMPANO BEACH FL 33073	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Company	20702
	INSURER D: _____	
	INSURER E: _____	

COVERAGES CERTIFICATE NUMBER: 13615595 REVISION NUMBER: XXXXXXXX

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.

PROD LTR	TYPE OF INSURANCE	ADD. INSD	INSR. BY	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMPOP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: RFP NO. 15-010 FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND ALTERNATES 1, 2 & 3. ADDITIONAL INSURED IN FAVOR OF CITY OF DANIA BEACH, FLORIDA (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF CITY OF DANIA BEACH, FLORIDA ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NONCONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

13615595

CITY OF DANIA BEACH, FLORIDA
100 WEST DANIA BEACH BOULEVARD
DANIA BEACH FL 33004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

DESIGNATED PROJECT(S) – AGGREGATE LIMIT

Named Insured Waste Management, Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G27341251	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Project(s): All of your projects

Designated Project Aggregate Limit: \$6,000,000

- A. Subject to and eroding the General Aggregate Limit shown in the Declarations, for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single Designated Project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each Designated Project, and that limit is equal to the amount of the Designated Project Aggregate Limit shown in the Schedule above.
 2. The Designated Project Aggregate Limit is the most we will pay for the sum of damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, which damages and medical expenses can be attributed only to ongoing operations at a single Designated Project, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project Aggregate Limit for that Designated Project and shall also reduce and erode the General Aggregate Limit shown in the Declarations, but shall not reduce any other Designated Project Aggregate Limit for any other Designated Project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However such limits will be subject to the applicable Designated Project Aggregate Limit, as well as the General Aggregate Limit shown in the Declarations.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single Designated Project:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Waste Management, Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G27341251	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Waste Management, Inc.			Endorsement Number
Policy Symbol MMT	Policy Number H08830472	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition*** to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Waste Management, Inc.			Endorsement Number
Policy Symbol XSA	Policy Number H08830460	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, **Exclusion B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS IS AN AGREEMENT, entered into on December 1, 2015.

BETWEEN the Owner: City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

and the Contractor: Waste Management Inc. of Florida
(Name and address) 2700 Wiles Road
Pompano Beach FL 33073

Name of Project: Dania Beach Residential Solid Waste Collection Services and
Alternates 1, 2 & 3.

The Owner and Contractor agree as follows:

ARTICLE 1.0 **THE PROPOSAL DOCUMENTS**

1.1 The Proposal Documents consist of this Agreement, Notice to Proposers, Invitation to Bid Documents, Conditions of the Contract (General, Supplementary and other Conditions), Specifications, addenda issued prior to execution of this Agreement, Contractor's Proposal, and other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated in it. The Contract represents the entire and integrated agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Proposal Documents shall not be changed but are subject to final negotiation with the City.

ARTICLE 2.0 **THE WORK OF THIS CONTRACT**

2.1 The Contractor shall perform all Work as described in the Proposal Documents, except to the extent specifically indicated in the Proposal Documents to be the responsibility of others. The Agreement that is included with this Proposal shall be made a part of and is incorporated into the Proposal Documents by this reference.

ARTICLE 3.0 **DATE OF COMMENCEMENT AND TERMS OF AGREEMENT**

3.1 The Date of Commencement is October 1, 2015. The initial term of this agreement shall begin on October 1, 2015 and end on September 30, 2022. The City reserves the right to renew the agreement for up to two (2) five (5) year periods under the same terms, conditions and

specifications, subject, however, to cost adjustment as provided below, providing both parties agree to the renewal, the Contractor performed satisfactorily and such renewal is approved in writing by the City Commission.

ARTICLE 4.0 **CONTRACT AMOUNT**

4.1 Rates, Billing Procedures, Payments, and Franchise Fees

The Contractor shall charge the rates as specified in the fees structure reflected below and shall not charge any amounts unless specifically authorized by this Agreement. The Contractor shall be responsible for the payment of all City solid waste franchise fees that the City may create and authorize in the future associated with the below proposed billing rates as well as all disposal fees. The City shall be solely responsible for the billing of the standard level of services for residential service units. Standard level of services shall include collection from each residential service unit except for additional costs for back-door Collection Service and additional collections of Bulk Waste from a residential service. Residents can request additional special collection pickups at their own cost and the Contractor will provide these services at a rate of \$25 per cubic yard. Residents can request alleyway pickup at a rate of \$35 per month. The Contractor shall be solely responsible for the billing of these and all other non-standard residential and non-residential services.

The City may request additional special bulk collection pickups by the Contractor. These special pickups will be billed by the Contractor at a rate of \$25 per cubic yard per pickup. A separate detailed monthly invoice will be sent with supporting documentation detailing the location of the special pickup and the Public Services supervisor requesting the pickup.

The Contractor shall submit an application for payment to the City detailing the work performed for the previous calendar month. The application shall include the monthly report described in Section 4.1.1.

<u>Required - Exclusive Residential Only:</u>	<u>Per Dwelling Unit</u>
Residential Collection and Recycling Component	\$ <u>13.98</u> per month
Residential Fuel Component	\$ <u>1.40</u> per month
Residential Disposal allowance per unit/mo.	\$ <u>12.95</u> per month
Total residential price per unit/mo.	\$ <u>28.33</u> per month

The City shall pay the Contractor for residential services provided no later than twenty (20) days after the end of each calendar month upon receipt of Contractor's standard residential service billing invoice for the prior month. The Contractor shall be responsible for the billing of non-standard Residential service that it provides. For all amounts billed by Contractor covering non-standard residential service, the Contractor shall pay to the City its approved solid waste Franchise Fee, if any, based upon its gross monthly service billings. Payment of City franchise fees shall be made by the Contractor via electronic funds transfer to the City's bank account no

later than twenty (20) calendar days after the end of each month in association with required monthly financial reporting to the City. The Contractor shall include City franchise fees, if any, in its normal and customary service operating fees.

In the event that the Contractor fails to make a full Franchise Fee payment on or before the due date as provided above, the Contractor shall pay an interest charge equal to 18% per annum for each day the payment is late.

4.1.1 Recordkeeping, Reporting, and Inspection Rights

The Contractor shall create, maintain, and make available records as defined in, and required by, all applicable local, state, and federal laws, rules and regulations, and any reports as are reasonably necessary to:

- (i) Document collection of materials, source of materials, time delivered to Designated Facility, and other information as requested by the City Manager. For Residential Solid Waste the report shall indicate monthly residential material collected in tons by material type (e.g., Solid Waste, Yard Waste, Recyclables, Bulk Waste, etc.).
- (ii) Document missed collections, late set-outs and improper set-outs on a daily basis including the address, time and date for each and the reason and notice for the improper set-outs.
- (iii) Document customer contact or complaints.
- (iv) Such other documents and reports as the Contract Administrator may reasonably require to verify compliance with this Agreement or to meet the City's reporting requirements with the State of Florida.

The Contractor shall make all records available to City and its representatives at reasonable times and places throughout the initial term and any renewal term of this Agreement and for a period of five (5) years after last or final payment.

The Contractor shall submit monthly reports within twenty (20) calendar days following the end of each calendar month in an electronic format approved by the Contract Manager summarizing the records the Contractor is required to create, maintain, and make available to the City pursuant to this Agreement.

The Contractor shall submit annual reports in an electronic format approved by the Finance Director within forty five (45) calendar days following the end of the contract year summarizing the records the Contractor is required to create, maintain, and make available to the City pursuant to this Agreement.

The Contractor grants the City the right to inspect the Contractor's records at the Contractor's local office between 6:00 A.M., EST and 7:00 P.M., EST on week days throughout the initial term and any renewal term of this Agreement and for a period of five (5) years after last or final payment.

4.1.2 Contract Administration and Preparation Costs

Contractor understands and agrees that the cost of the proposal process is a part of the cost of providing Collection Services and thus a responsibility of the Contractor, and even though such costs in the approximate amount of \$25,000.00 were expended by the City, the expenditure was for the benefit of the Contractor. Accordingly, the Contractor agrees that any and all monies due the Contractor for the provision of services under this contract up to an amount of \$25,000.00 will be due and payable upon execution of the contract. Also, a monthly amount of \$12,500.00 will be due and payable on the 1st of each month to cover annual cost of Public Works staff coordination with Contractor and to staff an administrative position in the City's Public Services Department. Contractor acknowledges that such credits were taken into account in Contractor's Proposal pricing.

4.1.3 During the subsequent years and during any extension of the contract terms unusual circumstances may occur that could not have been foreseen by either party to the contract, and those circumstances may significantly affect the cost of providing the required items or services. In such event the Contractor or City may request adjustments to the contract specified prices for goods or services, either up or down, to reflect these changed circumstances. The circumstances must be beyond the control of the Contractor or City and the request for change must be fully documented to include items such as but not limited to:

a. percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the most recent November 30, as compared to the preceding November 30, and

b. tipping fee cost at the designated disposal facility is increased or decreased

The party requesting adjustments, pursuant to this paragraph, must provide written notice to the other party advising them of the need for the modification.

Such increases/decreases shall not exceed three percent (3%) per year or the latest yearly percentage increase in the All Urban Consumers Price Index (South Region) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

ARTICLE 5.0
MISCELLANEOUS PROVISIONS

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

5.3 The Contractor shall create with input from the City a program introduction notice, improper set-out notice, and annual program reminders. The semi-annual program reminders shall address issues including recycling, hurricane debris management and preparedness, and illegal dumping.

The Contractor shall reproduce and distribute at its sole expense the program introduction notice, improper set-out notice, and semi-annual program reminders. The Contractor shall provide and distribute the program introduction notice upon commencement of the Agreement and the delivery of Solid Waste Carts and Recycling Carts to a residential service unit as necessary. The Contractor shall distribute the improper set-out notice upon identification of an improper set-out. The Contractor shall distribute the program reminders to each residential service unit twice per year during times decided by the City.

5.4 The Contractor shall not commingle Recyclable Materials with Solid Waste, Bulk Waste, Yard Waste, or other material. The City shall retain ownership of Recyclable Materials upon collection by the Contractor from the residential service unit, City Facility, or special event. The Contractor shall retain ownership of Solid Waste, Bulk Waste, and Yard Waste upon collection from the residential service unit, City Facility, or special event. The Contractor shall assure delivery of collected materials to the Designated Facilities as required by the City. The Contractor shall deliver all Recyclables collected from Residential Service Units, City Facilities, and special events in the City to a Designated Facility. There is no requirement concerning the delivery to a Designated Facility for Recyclable Materials collected from non-residential Service Units.

5.5 Contractor shall provide, maintain and replace as reasonably necessary or requested by the City Manager all residential solid waste Garbage Carts (sometimes referred to as containers / totes / garbage cans) and recycling containers for residential service at no cost to the City.

Customers can purchase an additional garbage cart at their own cost and the Contractor will provide the services at the rate of the cost of disposal (currently \$12.95) to be paid in advance by the customer each October upon invoicing by the Contractor, Customers requesting a cart during the year will be charged a prorated amount for the remainder of the year. There will be a \$50.00 per car cost for the purchase of each additional cart.

5.6 Contractor shall provide maintain and replace adequate Carts, Dumpsters, Compactors, and other Containers as determined by the City Manager for Solid Waste Collection Services for

up to ten (10) Special Events sponsored or co-sponsored by the City in each contract year, at no cost to City or the co-sponsors of the Special Event.

5.7 The Contractor shall collect a minimum of twice per week on a scheduled day, all Solid Waste Carts, Solid Waste Dumpsters and Solid Waste Compactors from each City Facility in the City at no cost to the City or the City Facility. The City Manager shall have the sole authority to decide on the number and size of Carts, Dumpsters, Roll-off Containers, and Compactors. In addition, the City Manager and the City Facility shall have the sole authority to decide on the frequency of Solid Waste collection and scheduled days for Solid Waste Collection Services.

5.8 The Contractor shall provide a high quality level of Collection Service. The City Manager shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed by the Contractor, the manner of performance, the rate of progress of the work, the interpretation of the provision of the Agreement, and the acceptable performance of contract duties. In addition, the City Manager shall determine the amount, quality, and character of the work performed. The Contractor shall have the right to appeal any decision or findings of the City Manager to the City Commission, whose findings and conclusions shall be final and binding.

The Contractor shall maintain an office located within Broward County for the initial term and any renewal term of this Agreement. The Contractor shall ensure the Customer Call Center has live personnel answering phones during 8:00 AM, EST and 5:00 PM, EST on Monday through Friday. After 5 PM EST or on weekends and Holidays calls may be answered by a voicemail system. If a call is answered by a voicemail system, Contractor shall ensure all voicemails left after 5:00 PM, EST or on the weekend or Holiday shall be returned by 10:00 AM, EST the following business day.

The Contractor shall ensure all missed collections reported before 12:00 PM, EST on a business day shall be serviced by the close of the business day. The Contractor shall ensure all missed collections reported after 12:00 PM, EST shall be serviced by 10:00 AM, EST the following business day. Complaints of missed collection that are cured on the same day shall not be assessed administrative charges.

The Contractor shall maintain a customer contact and complaint log that documents the date and time of the call; customer name address and phone number; reason for call/complaint; and resolution of call or complaint. For complaints excluding missed collections, Contractor shall ensure all complaints shall be resolved within a reasonable timeframe.

5.9 In the event of an occurrence of a Force Majeure rendering either party unable to perform, or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at any time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of the Force Majeure. In the event of an occurrence of a Force Majeure rendering Contractor unable to perform, the City shall not be required to compensate Contractor during the period in which Contractor is unable to perform. Both parties shall use their best efforts to remedy the cause(s) of any event of Force Majeure and shall cooperate with each other in such efforts.

ARTICLE 6.0

INSURANCE

6.1 The Contractor shall not commence Work, as described in the Contract Documents, until Contractor has obtained all insurance required under this Article ("Coverage") and such Coverage has been approved by the Risk Manager of the Owner. The Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor, as provided in the Contract Documents, and all Coverage required of any subcontractor, have been approved by Owner. In addition, Contractor shall be responsible for any policy deductibles and self-insured retentions.

6.2 INSURANCE CERTIFICATES FOR ALL REQUIRED COVERAGES IN THE RFP MUST HAVE BEEN SUBMITTED WITH THE BID. THE CITY OF DANIA BEACH DOES NOT ACCEPT ANY EXEMPTION CERTIFICATES FOR ANY PROVISION OF REQUIRED COVERAGE(S) UNDER THIS ARTICLE. IF THE "PRELIMINARY" INSURANCE CERTIFICATES WERE NOT SUBMITTED WITH THE BID, THEN THE CITY HAS THE RIGHT TO CONSIDER THIS AGREEMENT AS VOID.

6.3 ALL CERTIFICATES OF INSURANCE MUST CLEARLY IDENTIFY THE CONTRACT TO WHICH THEY PERTAIN, INCLUDING A BRIEF DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT. The certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner. **POLICIES FOR COVERAGES SHALL BE ISSUED BY COMPANIES AUTHORIZED TO DO BUSINESS UNDER THE LAWS OF THE STATE OF FLORIDA AND ANY SUCH COMPANIES' FINANCIAL RATINGS MUST MEET A MINIMUM FINANCIAL AM BEST COMPANY RATING OF NO LESS THAN "A- EXCELLENT: FSC VII." IN THE LATEST EDITION OF THE "BEST'S KEY RATING GUIDE", PUBLISHED BY A.M. BEST GUIDE.** In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the Owner.

6.4 Coverages shall be in force until all work required to be performed under the Agreement, including any extension, renewal or warranty period of it, is satisfactorily completed as evidenced by the formal acceptance by the Owner. In the event insurance certificates provided to Owner indicate that the insurance shall terminate and lapse during the period of this Contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverage for the balance of the period of the Contract and any extension of it is in effect. **THE CONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGE IS IN FULL FORCE AND EFFECT. ANY DELAY IN COMMENCING OR CONTINUING WORK IS SUBJECT TO ANY APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT IDENTIFICATION OF THE PROJECT WORK MUST BE INDICATED ON ALL CERTIFICATES OF INSURANCE.**

6.5 REQUIRED INSURANCE COVERAGE

6.5.1 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these requirements and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

6.6 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is named as an additional “named” Insured;
- Additional Named Insured status is included for Products and completed operations coverage;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

6.7 **WORKERS’ COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the term of the Agreement, or any renewal period of it, and it is to apply to all “statutory employees” of the Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the Workers’ Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any Services are sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

Employer’s Liability Part B shall be in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Hundred Thousand Dollars (\$100,000.00) annual aggregate for disease; and limits of no less than One Hundred Thousand Dollars (\$100,000.00) for disease of an individual employee.

In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has the responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.8 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than Five Million Dollars (\$5,000,000.00) per occurrence, to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- "The City of Dania Beach, Florida" is named as an additional "named" insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

The Contractor shall hold the Owner, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete the Project. The Owner reserves the right to require Contractor to provide and pay for any other insurance coverage Owner deems necessary depending upon the possible exposure to liability.

6.9 POLLUTION LIABILITY INSURANCE with minimum limits of Ten Million Dollars (\$10,000,000.00) per occurrence, to include transportation and vehicles, on and off-site liabilities, clean-up costs, bodily injury and property damage, and disposal sites. The City of Dania Beach shall be named as an additional insured on such policy.

6.10 Insurance Agent Statement: The Most Apparent Responsive Proposer shall submit the Insurance Agent Statement as set forth in the RFP.

ARTICLE 7.0
INDEMNIFICATION OF OWNER

7.1 The selected Contractor shall, in addition to any other obligation to indemnify the Owner and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the

Owner, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor in the performance of the work;
- (c) liens, claims, actions made by the Contractor or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the Owner.

The City maintains that the provision is "fault-based".

ARTICLE 8.0

TERMINATION OR SUSPENSION OF CONTRACT

8.1 TERMINATION BY THE CONTRACTOR

A. The Contractor may terminate the Contract if the Work is stopped for a period of twenty (20) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:

- 1. issuance of an order of a court or other public authority having jurisdiction;
- 2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work performed.

8.1.1 TERMINATION BY THE OWNER

A. **TERMINATION BY THE OWNER FOR CAUSE:**

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails, after a request by the Owner, to supply enough properly skilled workers or proper equipment or materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of this Agreement;
 - b. fails to comply with laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction, including Owner; or
 - c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation.
 - d. otherwise is guilty of breach of a provision of the Contract Documents, which is not cured by the Contractor after written notice to cure from the Owner. The cure period will be seven (7) days.
2. When the Owner terminates the Contract, the Contractor shall not be entitled to receive any further payment until the Work is finished.
3. All damages, costs and charges incurred by Owner, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of such excess.
4. If after notice of termination of the Contract, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below.

B. TERMINATION BY THE OWNER FOR CONVENIENCE:

This Contract may be terminated for convenience by Owner upon thirty (30) days' advance written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work

performed prior to termination and shall not be entitled to any other costs, fees or payments.

In the event that the Owner terminates the Contract for convenience per Section 8.1.1.(B), the Contractor shall be reimbursed for the cost of the recycling carts, as follows:

Within 1 year of the execution of the contract	100%
Within 2 years of the execution of the contract	80%
Within 3 years of the execution of the contract	60%
Within 4 years of the execution of the contract	40%
Within 5 years of the execution of the contract	20%

8.1.2 SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If such suspension exceeds thirty (30) consecutive days, the Contractor shall be entitled to terminate the Contract. In either case, Contractor shall only be paid for acceptable work performed prior to termination or suspension and shall not be entitled to any other costs, fees or payments.

ARTICLE 9.0 **ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Proposal and Contract Documents, except for Modifications issued after execution of the Agreement, are enumerated as follows:

9.1.1 The Agreement is the executed Agreement between Owner and Contractor.

9.1.2 The Addendum, if any, is in Section 00900 and summarized below:

Number	Date
---------------	-------------

9.1.3 Other documents forming part of the Proposal Documents are as follows:

00300	*PROPOSAL
00400	*INSURANCE AGENT STATEMENT
00410	*PROPOSAL SECURITY FORM AND SECURITY BOND
00420	*CONTRACTOR'S SWORN QUALIFICATION STATEMENT
00440	*PUBLIC ENTITY CRIMES STATEMENT
00450	*NON-COLLUSION AFFIDAVIT
00460	INDEPENDENCE AFFIDAVIT
00500	AGREEMENT BETWEEN OWNER & CONTRACTOR
00510	ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

00520	ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP
00530	ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION
00620	CERTIFICATES OF INSURANCE
00900	ADDENDUM

NOTE: *Indicates sections (forms) requiring execution (signatures) to validate proposal.

ARTICLE 10.0

GOVERNING LAW; CONSENT TO JURISDICTION.

10.1 The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

10.1.1 All claims, counterclaims, disputes and other matters in question between Owner and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, 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.

10.2 ATTORNEY FEES.

Each party shall bear its own attorney fees for any litigation related to this Contract.

10.3 SUCCESSORS AND ASSIGNS.

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract. Neither party to the Contract shall assign the Contract or any portion of it without advance written consent of the other.

10.4 WRITTEN NOTICE.

Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for giving of notice:

Owner's Representative:	Robert Baldwin, City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Project Manager:	Colin Donnelly, Assistant City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
City:	Thomas Ansbrosio, City Attorney City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Contractor:	Timothy B. Hawkins, President Waste Management Inc. of Florida 2700 Wiles Road Pompano Beach, FL 33073

10.5 RIGHTS AND REMEDIES.

A. Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

10.6 DISPUTE RESOLUTION.

10.6.1 Venue; Fees. 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.

10.6.2 Operations During Dispute.

10.6.2.1 In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

10.6.2.2 Notwithstanding any other provisions in this Agreement, whenever any service provided by the Contractor fails to meet City's reasonable approval, the City will have the right to terminate the Agreement seven (7) days after the date when the written notice was sent by City of the deficiency, if Contractor has not cured such deficiency within that time.

10.7 INTEREST.

Payments due and unpaid under the Contract Documents shall bear an interest charge equal to 18% per annum from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

10.8 BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

10.9 HEADINGS. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

10.10 EXHIBITS. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

10.11 SEVERABILITY. If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

10.12 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

10.13 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

10.14 WAIVER. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

10.15 CONFLICT. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals effective the day and year written above.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida Municipal Corporation

ATTEST:

for Jon Schneider, Deputy City Clerk
for Louise Stilson, CMC, City Clerk

Robert Baldwin
Robert Baldwin, City Manager

Approved as to For Form and Correctness:

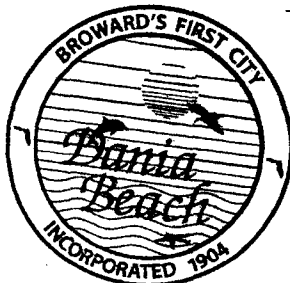
Thomas J. Ansbro
Thomas J. Ansbro, City Attorney

Dec 1, 2015

Approved as to "Scope of Services":

Colin Donnelly
Colin Donnelly, Assistant City Manager

Dec 1, 2015



WASTE MANAGEMENT INC OF FLORIDA

~~Signature~~

Colin Harkin

Coleen Houghan

Signature _____

Tim Hawkins President

Susan Christa Johnson
Notary Public

SUSAN CRIVISTA JOHNSON
MY ID # FF 065349
EXPIRE: January 29, 2018
Bonded Thru Budget Notary Services

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOTARY PUBLIC

STATE OF FLORIDA

SUSAN CHRISTA JOHNSON
MY COMMISSION # FF 065349
EXPIRES: January 29, 2018
Bonded Thru Budget Notary Services

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

On NOVEMBER 30, 2015, before me personally appeared TIMOTHY B. HAWKINS to me known and who, being duly sworn, did depose and say that (s)he is the PRESIDENT WASTE MANAGEMENT INC. OF FLORIDA, the corporation described in and which executed the foregoing Agreement; that (s)he knows the seal of the corporation; that one of the impressions affixed to the Agreement is an impression of the seal; that (s)he is a proper official of the corporation designated to execute such Agreement; that (s)he has the authority to do so; that (s)he has executed same for and on behalf of the corporation; and that his/her act is the act and deed of the corporation.

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

Sworn to and subscribed before me on NOVEMBER 30, 2015, by TIMOTHY B. HAWKINS who (check one) ☒ is personally known to me or [] has produced _____ as identification.

Susan Christa Johnson
Notary Public, State of _____

PRINT Name



SUSAN-CHRISTA JOHNSON
MY COMMISSION # FF 065349
EXPIRES: January 29, 2018
Bonded Thru Budget Notary Services

My commission expires:

END OF ACKNOWLEDGMENT – CORPORATION



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
8/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 2700 WILES ROAD POMPANO BEACH FL 33073	INSURER A: ACE American Insurance Company	
		22667	
		INSURER B: Indemnity Insurance Co of North America	
		43575	
		INSURER C: ACE Fire Underwriters Insurance Company	
		20702	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13615595

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ MCS-90 ☒ NON-OWNED AUTOS	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: REP NO 15-010 FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND ALTERNATES 1,2 & 3. ADDITIONAL INSURED IN FAVOR OF CITY OF DANIA BEACH, FLORIDA (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF CITY OF DANIA BEACH, FLORIDA ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NONCONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

13615595

CITY OF DANIA BEACH, FLORIDA
100 WEST DANIA BEACH BOULEVARD
DANIA BEACH FL 33004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

DESIGNATED PROJECT(S) – AGGREGATE LIMIT

Named Insured Waste Management, Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G27341251	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Project(s): All of your projects

Designated Project Aggregate Limit: \$6,000,000

- A. Subject to and eroding the General Aggregate Limit shown in the Declarations, for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single Designated Project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each Designated Project, and that limit is equal to the amount of the Designated Project Aggregate Limit shown in the Schedule above.
 2. The Designated Project Aggregate Limit is the most we will pay for the sum of damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, which damages and medical expenses can be attributed only to ongoing operations at a single Designated Project, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project Aggregate Limit for that Designated Project and shall also reduce and erode the General Aggregate Limit shown in the Declarations, but shall not reduce any other Designated Project Aggregate Limit for any other Designated Project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However such limits will be subject to the applicable Designated Project Aggregate Limit, as well as the General Aggregate Limit shown in the Declarations.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single Designated Project:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Waste Management, Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G27341251	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Waste Management, Inc.			Endorsement Number
Policy Symbol MMT	Policy Number H08830472	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Waste Management, Inc.			Endorsement Number
Policy Symbol XSA	Policy Number H08830460	Policy Period 01/01/2015 to 01/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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 JOIN THE BROWARD COUNTY WASTE DISPOSAL AGREEMENT WITH WIN WASTE INNOVATIONS, FORMERLY KNOWN AS WHEELABRATOR TECHNOLOGIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE

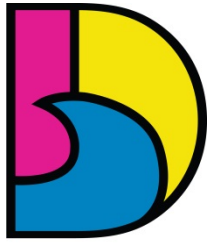
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-WASTEDISPOSAL-AGRMT-WINWASTE-10262021rev2, R-2021- Joining Broward County Waste Disposal Agreement with Win Waste Innovations, Letter to Non-Participating Municipalities re Solid Waste Dispos 9-21-21, ILA Solid Waste 2nd Amendment 9-20-21, ILA Disposal for Solid Waste Disposal Services 9-20-21 revised



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: ~~October 26~~April 27, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director/ City Engineer

RE: ~~RESOLUTION AUTHORIZING THE CITY TO ENTER INTO THE BROWARD COUNTY SOLID WASTE DISPOSAL AGREEMENT, KNOWN AS THE "WHEELABRATOR SOLID WASTE DISPOSAL AGREEMENT", FOR RESIDENTIAL WASTE DISPOSAL TO EXECUTE A CONTRACT FOR RFQ-20-008 PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGNING (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS~~

Request

The Public Services Department (PSD) requests the adoption of a resolution ~~executing a contract authorizing entering into the Broward County agreement known as the "Wheelabrator Solid Waste Disposal Agreement" for residential waste disposal.~~

~~for RFQ-20-008 "Professional Engineering Services for Design of Lift Station Generators" with Kimley-Horn and Associates, Inc. for the design of nine (9) sewer lift stations and emergency backup generators.~~

Background

The current waste disposal agreement with Waste Management Inc. (WM) expires at the end of 2021. An alternative disposal site operated by WIN Waste Innovations (WIN), formerly known as Wheelabrator Technologies, is available at a lower cost per ton. There are currently 19 Broward County cities using the WIN site. Like those municipalities, Dania Beach can join this agreement and use this site going forward. Although the County contract expires in July 2023, there is full expectation that the agreement with WIN will be renewed for an additional five-year period.

Using the WIN disposal site will also allow for the renewal of the residential waste collection contract with an expected reduction cost to the city, as the lower disposal rate will be incorporated in the WM collection contract. Proposed as a separate but mutually dependent item in today's agenda, it will allow for the seamless continuation of high quality collection services as well as continued provision of traditional recycling services by WM.

\continued...



TO APPROVE A CONTRACT FOR RFQ-20-008 PROFESSIONAL ENGINEERING SERVICES KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGNING (9) SEWER LIFT STATIONS AND EMERGENCY BACK-UP GENERATORS

The City entered into an agreement with the Florida Division of Emergency Management (FDEM) by Resolution 20-015, to rehabilitate nine (9) City sewer lift stations and install emergency generators. The FDEM is funding 75% of the project via the Hazard Mitigation Grant Program (HMGP) for \$2,782,788.75. The remaining 25% of the budget will be funded by the City of Dania Beach (City) in the amount of \$927,596.25. However, if the City meets the global project matching requirements (which is expected), this amount will be reimbursable to the City as a 100% match and will be returned to the sewer fund reserves.

Since Federal Funds are going to be used in this project, FDEM does not allow the City to use firms by utilizing a continuing services contract for the existing consultants. On December 1, 2020, the City issued a Request for Qualifications (RFQ) 20-008. On December 30, 2020, five firms (5) responded to RFP 20-008.

The Bid Committee, consisting of the Deputy Director of Public Services, Public Services Utility Sewer Manager, and the CIP and Grant Administrator, met on January 28, 2021, to review and evaluate the proposals. The Bid Committee ranked the highest qualified (3) firms as follows:

- 1) Kimley Horn and Associates, Inc. ————— 290 points
- 2) Calvin Giordano and Associates, Inc. ————— 265 points
- 3) KPI Engineering, Inc. ————— 258 points

City Commission approved the ranking of the design firms by Resolution 2021-053, and the Bid Committee negotiated a contract price in the amount of \$499,800.00 with the highest-ranked engineering design firm, Kimley Horn and Associates, Inc.

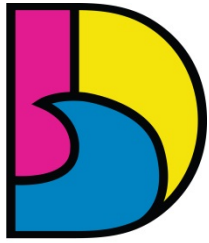
Budgetary Impact

There is a positive impact expected on the F22 budget, as the lower disposal rate is incorporated in the waste collection agreement. Said agreement is recommended for renewal (as a separate item in this agenda) in January 2022 without a cost increase and will possibly result in cost savings in F22. Funding in the amount of \$499,800.00 will be appropriated from the Sewer Fund Unrestricted Reserve Account 402-00-00-389-90-02 and then transferred to the Sewer Utility HGMP Lift Stations/Professional Engineering Account 402-35-28-535-31-30.

Recommendation

Approval of the resolution authorizing the City to join the County's Wheelabrator Solid Waste Disposal Agreement is recommended.

It is recommended that the City Commission adopt a resolution executing a contract for RFQ 20-008 "Professional Engineering Services for Design of Lift Station Generators" with Kimley Horn and Associates, Inc. to design (9) sewer lift stations and an emergency backup generators.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

RESOLUTION NO. 2021-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO JOIN THE BROWARD COUNTY WASTE DISPOSAL AGREEMENT WITH WIN WASTE INNOVATIONS, FORMERLY KNOWN AS WHEELABRATOR TECHNOLOGIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach's contracted residential waste collection has for the past several years disposed refuse at the Waste Management Inc. facility; and

WHEREAS, the per ton cost of disposal has steadily risen over the past several years; and

WHEREAS, the disposal contract will expire at the end of this calendar year; and

WHEREAS, the Public Services Department has identified a lower cost disposal site operated by WIN Waste Innovations (WIN) currently contracted by Broward County which several municipalities have joined; and

WHEREAS, the Public Services Department has deemed it in the City's best interest to join the County agreement with WIN; and

WHEREAS, incorporating the lower disposal rate in the renewed Waste Management Inc. waste collection contract will result in a cost reduction to the City;

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 approve joining in the Broward County contract with WIN Waste Innovations.

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 full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

September 21, 2021

To: Broward County Municipal Managers

RE: Second Amendment to Interlocal Agreement for Solid Waste Disposal Support Services

Dear Municipal Managers:

As you may be aware, the County and various municipalities throughout Broward County have entered into an Interlocal Agreement (ILA) for Solid Waste Disposal Support Services which allows municipalities to use Wheelabrator (currently known as "Waste Innovations") as their solid waste disposal service provider. The County is currently preparing to renew the agreement with Wheelabrator and the purpose of this letter is to offer your municipality the opportunity to participate.

Specifically, on August 24, 2021, the Broward County Board of County Commissioners approved the attached Second Amendment to the Interlocal Agreement (ILA) for Solid Waste Disposal Support Services. The Second Amendment allows each participating municipality to utilize Wheelabrator for disposal of various waste streams - residential and commercial waste, yard waste, bulk trash, and/or construction and demolition debris - and details pricing options. Each participating municipality must commit to disposing of its residential and commercial waste (defined as "Contracted Processable Waste") and the other selected various waste streams mentioned above with Wheelabrator for the entire second renewal term (July 3, 2023, through July 2, 2028).

Pursuant to the terms of the County's agreement with Wheelabrator, the Disposal Services Fee commencing upon the July 2023 renewal will equal the Disposal Services Fee in effect on July 1, 2023, plus \$1.50 per ton. Further, only Option 3 on Exhibit A of the current Disposal Agreement will be available. Finally, it should also be noted that the current provision wherein Wheelabrator covers any additional transportation and tipping costs at the Alternate Disposal Facility for processable waste above 725,000 tons will end on June 30, 2023, and it will not be responsible for the cost of transporting waste to the Alternate Disposal Facility. The County will engage in discussions with Waste Innovations to see if any of these elements can be further negotiated, but there is no guarantee that any of the provisions as outlined above will change.

Please be assured that a continued commitment to dispose of waste with Wheelabrator during this period will not interfere with the current goals of the Solid

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Waste Working Group (SWWG). While waste-to-energy is recognized as a viable option to managing waste, the SWWG continues to advocate for a regional approach to solid waste disposal and recycling.

If your municipality would like to participate, please print three one-sided copies of the attached agreement, complete and execute Page 5 of the Second Amendment, and send three original copies to:

Broward County Solid Waste and Recycling Services
Attn: Notosha Austin, Assistant Director
1 N. University Drive, Suite 400
Plantation, FL 33324

Please provide the executed Second Amendment **by Friday, November 5, 2021**, so we can better understand our total commitment in advance of discussions with Wheelabrator.

If you have any questions, please contact Notosha Austin at 954-474-1880.

Sincerely,



Bertha Henry
County Administrator

Attachments

cc: Monica Cepero, Deputy County Administrator
Kevin Kelleher, Assistant County Administrator
Trevor M.A. Fisher, Acting Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services

Second Amendment to September 1, 2012, Interlocal Agreement

This Second Amendment (the "Second Amendment") to the Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services, dated September 1, 2012, is executed by and between Broward County, a political subdivision of the state of Florida ("County"), and [] a municipal corporation ("Participating Community"). County and Participating Community are sometimes each individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. In June 2012, County entered into an agreement with Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator"), to provide for the disposal of solid waste generated within Broward County ("Original Disposal Agreement"). Subsequently, County and Wheelabrator have entered into two (2) amendments (the Original Disposal Agreement and its amendments, including the Global Amendment, are collectively referred to as the "Solid Waste Disposal Agreement").

B. County and Participating Community (and other similarly situated Broward County municipalities) entered into an interlocal agreement for solid waste disposal support services, dated September 1, 2012 ("Original Interlocal Agreement"), so that Broward County municipalities might benefit from the disposal capacity provided through the Solid Waste Disposal Agreement. The Original Interlocal Agreement was amended with a first amendment, the template for which was approved by action of the Broward County Board of County Commissioners on February 27, 2018, Agenda Item 58.B. ("First Amendment"), wherein each Participating Community selected Wheelabrator to provide waste disposal services (the Original Interlocal Agreement and First Amendment are collectively referred to as the "Interlocal Agreement").

C. The Solid Waste Disposal Agreement and the Interlocal Agreement each expire on July 2, 2023, unless extended.

D. The Solid Waste Disposal Agreement allows County to renew its term for an additional five (5) years through July 2, 2028, provided (in addition to certain other conditions) there are waste disposal commitments from municipalities within Broward County whose residents and businesses collectively generate at least 500,000 tons of residential and commercial Waste (as defined in the Solid Waste Disposal Agreement and otherwise known as "Contracted Processable Waste" in the Global Amendment and this Second Amendment) on an annual basis.

E. The Parties wish to continue working cooperatively, diligently, and in good faith with one another to find regional, cost-effective, and environmentally sustainable solutions to dispose of solid waste. The Parties desire to further that goal by entering into this Second Amendment to extend the term of the Interlocal Agreement by another five (5) years.

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

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Solid Waste Disposal Agreement or the Interlocal Agreement, as applicable.

2. The Interlocal Agreement is hereby renewed for a five (5) year period, commencing July 3, 2023, through July 2, 2028 (the "Renewal Period").

3. During the full term of the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Contracted Processable Waste within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement.

4. In addition to the Contracted Processable Waste referenced in paragraph 3 above, throughout the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all the following waste (as indicated by checking "Yes" below) within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida.

Yard Waste

☐ Yes

☐ No

Bulk Trash

☐ Yes

☐ No

Construction and Demolition Debris

☐ Yes

☐ No

5. Pursuant to Article 8(B) of the Solid Waste Disposal Agreement, County must provide notice to Wheelabrator not less than eighteen (18) months prior to the expiration of the Renewal Period if it intends on exercising an additional renewal term, which would commence July 3, 2028 ("Additional Renewal Period"). If Participating Community does not intend to extend the Interlocal Agreement for the Additional Renewal Period, it must give written notice to County at least twenty-one (21) months prior to the expiration of the Renewal Period. Unless such written notice is timely sent to County, Participating Community shall be deemed to have renewed this Interlocal Agreement through July 3, 2028, and Participating Community acknowledges that County will rely on Participating Community renewing the Interlocal

Agreement in making its decision on whether to extend the Solid Waste Disposal Agreement for the Additional Renewal Period.

6. Participating Community hereby authorizes County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment for the entirety of the Renewal Period.

7. Participating Community understands that the services to which it is obligating itself by executing this Second Amendment, and that the terms and conditions under which those services will be provided, are those specified in the Solid Waste Disposal Agreement.

8. Preparation of the Second Amendment has been a joint effort of County and Participating Community, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. In the event of any conflict or ambiguity between this Second Amendment and the Interlocal Agreement, the Parties agree that this Second Amendment shall control regarding the matters set forth herein. The Interlocal Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Interlocal Agreement as previously amended or as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. This Second Amendment shall become effective at such date as the Broward County Board of County Commissioners renews or extends the Solid Waste Disposal Agreement, the option for which may be exercised once County has received waste disposal commitments from municipalities whose residents and businesses collectively generate 500,000 tons of Contracted Processable Waste on an annual basis. County shall not be liable to Participating Community, or any third party, for the action, inaction, or breach of a contractual obligation by Wheelabrator, including but not limited to any refusal by Wheelabrator to renew or extend the Solid Waste Disposal Agreement.

11. This Second Amendment may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the ____ day of _____, 20__, and [____], signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

Signature of Witness

By _____
Bertha Henry

Print Name of Witness

____ day of _____ 20__

Signature of Witness

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

Print Name of Witness

By: _____ (Date)
[Name]
Assistant County Attorney

By: _____ (Date)
[Name]
Deputy County Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL SUPPORT
SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING COMMUNITY**

PARTICIPATING COMMUNITY

PARTICIPATING COMMUNITY

[]

WITNESS:

Print or type name

By: _____

Mayor

_____ day of _____, 20__

WITNESS:

By: _____

Print or type name City Manager

ATTEST:

APPROVED AS TO FORM:

[], City Attorney

By: _____

City Clerk

By: _____

City Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND PARTICIPATING COMMUNITIES FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES**

This Interlocal Agreement ("Agreement") dated for convenience September 1, 2012, between BROWARD COUNTY, a political subdivision of the state of Florida, its successors, and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES." It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, COUNTY is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit "A." Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit "A," written notice containing the amended Exhibit "A" shall be sent to all parties to this Agreement.

ARTICLE 1
BACKGROUND

- 1.1 In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the PARTICIPATING COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based.
- 1.2 COUNTY and the Contract Communities (as such term is defined in the Prior Interlocal Agreement) have previously entered into a Prior Interlocal Agreement dated November 25, 1986, as amended, ("Prior Interlocal Agreement") which authorizes and requires COUNTY to provide for the disposal of solid waste delivered by or on behalf of the Contract Communities through July 2, 2013.
- 1.3 In order to provide for the continuous disposal of all Contract Community solid waste throughout the term of the Prior Interlocal Agreement, COUNTY has entered into an agreement with Wheelabrator South Broward Inc., and Wheelabrator North Broward Inc., dated June 28, 2011, pursuant to which COUNTY will deliver or cause to be delivered, solid waste generated within the Contract Communities, and the above companies will accept responsibility and dispose of such solid waste at its facilities until July 2, 2013.

- 1.4 In order to continue to make available to all Broward municipalities a regional, economic and environmentally sound method of solid waste disposal after July 2, 2013, the Broward County Board of County Commissioners approved on June 26, 2012: (i) an agreement between COUNTY and Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron" or "Contractor") dated June 26, 2012, for solid waste disposal services; and (ii) an agreement between COUNTY and Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator" or "Contractor") dated June 26, 2012, for solid waste disposal services (collectively referred to as the Solid Waste Agreement(s)). The terms of the Solid Waste Agreements require, among other things, Sun-Bergeron and Wheelabrator, for a five-year initial term, to accept PARTICIPATING COMMUNITIES' waste and commence disposal operations on July 3, 2013.
- 1.5 In addition to approving the Solid Waste Agreements on June 26, 2012, the Broward County Board of County Commissioners further approved a "Side Letter" dated June 19, 2012, from Wheelabrator Technologies Inc. to Broward County, whereby COUNTY and Wheelabrator agreed to waive, for a limited period of time, COUNTY's right to preferential pricing based on certain third-party agreements, in exchange for the company making payments to COUNTY for its exclusive use and benefit. COUNTY agrees to contribute Wheelabrator's payments to its solid waste programs, administration, and operations.
- 1.6 It is the intent of this Agreement to *offer* to all Broward municipalities the option to execute this Interlocal Agreement and elect to become a PARTICIPATING COMMUNITY subject to the terms of this Agreement and the applicable Solid Waste Agreement(s). By electing to become a PARTICIPATING COMMUNITY a municipality has the discretion to select either or both Contractor(s) as its solid waste disposal company and select among the multiple price and waste options contained in the applicable Solid Waste Agreement(s). Participating Communities have the further right, pursuant to this Agreement, to additional optional County as provided for herein.
- 1.7 It is further recognized by PARTICIPATING COMMUNITIES and COUNTY that COUNTY is entering into this Agreement both representing the unincorporated County, a waste generation area with solid waste requiring disposal, and as the party that has the ultimate responsibility for disposal of solid waste within Broward County pursuant to Section 403.706(1), Florida Statutes.
- 1.8 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

- 1.9 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2 DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between COUNTY and PARTICIPATING COMMUNITIES.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 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 and whose names appear in Exhibit "A" to this Agreement.
- 2.5 County. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.
- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.
- 2.7 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the PARTICIPATING COMMUNITY(IES) or the unincorporated County, or provide for the transportation and delivery of solid waste.
- 2.8 Residential Waste. The term "Residential Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.9 Commercial Waste. The term "Commercial Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.10 Unincorporated County. The term "Unincorporated County" shall mean the

geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.

- 2.11 Designated Facility. With respect to the Wheelabrator Solid Waste Agreement, the term "Designated Facility" shall mean either "Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement or "Alternate Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement when the conditions of Section 5.2 have been implemented. With respect to the Sun-Bergeron Solid Waste Agreement, the term "Designated Facility" shall mean "Waste Processing Facility" as that term is defined in that Sun-Bergeron Solid Waste Agreement; however, for Additional Waste, the term "Designated Facility" shall refer to the "Material Recovery Facilities", as set forth in Exhibit B of the Sun-Bergeron Solid Waste Agreement.
- 2.12 Disposal Services Fee. The term "Disposal Services Fee" shall have the meaning as defined in the applicable Solid Waste Agreement.
- 2.13 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the applicable Solid Waste Agreement.

ARTICLE 3 COMMITMENT OF WASTE STREAM

- 3.1 PARTICIPATING COMMUNITY shall select a Solid Waste Agreement Contractor (Wheelabrator, Sun-Bergeron, or both) by which it agrees to be bound and the applicable price option and waste option pursuant to said Solid Waste Agreement(s), and furnish COUNTY and the applicable Contractor written notice of its elections, concurrent with the execution of this Agreement in such form and with such information as is contained in Exhibits "B" and "C" attached hereto and made a part hereof. PARTICIPATING COMMUNITY shall have a continuing obligation to immediately provide to COUNTY, in writing, any amendments it may enter into with the applicable Contractor to the selection of its price or waste options.
- 3.2 During the duration of this Agreement as defined in Article 11 hereof, the PARTICIPATING COMMUNITIES and COUNTY for the unincorporated area shall cause all of the Residential Waste, Commercial Waste and any other designated waste pursuant to Section 3.1, within each of their respective boundaries to be collected, transported, delivered and deposited at the appropriate receiving facilities of Contractor, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, except for waste or recycling material which is transported outside the state of Florida.

- 3.3 Each PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers executed after the effective date of the Solid Waste Agreement, a provision that all Residential Waste, Commercial Waste, and any other designated waste shall be delivered to the appropriate receiving facilities of either Wheelabrator or Sun-Bergeron, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, with an exception for any waste generated in the County which is shown to be destined for recycling or disposal outside the state of Florida.
- 3.4 PARTICIPATING COMMUNITY shall elect to participate in the following optional COUNTY services by marking and initializing the box(es) below as appropriate:
- ☐ Centralized Billing Services, as described in Article 6.
 - ☐ Flow Control Enforcement Services, as described in Article 7.

ARTICLE 4 PARTICIPATING COMMUNITY'S OBLIGATIONS

- 4.1 Each PARTICIPATING COMMUNITY agrees to include in any hauler agreement for the collection of Residential Waste, including any renewal of an existing hauler agreement, entered into by a PARTICIPATING COMMUNITY and a licensed residential waste hauler after the effective date of the Solid Waste Agreement, the following: (a) the definition of Residential Waste as set forth in the Solid Waste Agreement; (b) the Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste as defined in the applicable Solid Waste Agreement, which is brought to a Designated Facility; (c) the Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the PARTICIPATING COMMUNITY; (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Residential Waste to the Designated Facilities, and (e) hours of operation for the Designated Facilities during which the Licensed Residential Waste Hauler shall be authorized to deliver waste to the Designated Facilities.
- 4.2 The PARTICIPATING COMMUNITY and the Licensed Commercial Waste Haulers shall execute a license agreement that sets forth the payment procedure in the Solid Waste Agreement for Commercial Waste Disposal Services, and which requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Designated Facilities.
- 4.3 If the PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall require the Licensed Commercial Waste

Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for the PARTICIPATING COMMUNITY, calculated pursuant to terms of the Solid Waste Agreement and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between the PARTICIPATING COMMUNITY and the Licensed Commercial Waste Hauler(s) entered into after the Effective Date of the Solid Waste Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Hauler's Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Municipalities which do not select centralized billing services may provide one aggregate bond meeting the requirements set forth herein.

- 4.4 If a PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall pay the Contractor within thirty (30) days of receipt of a monthly invoice issued by Contractor for Residential Waste Disposal Services. If the PARTICIPATING COMMUNITY disagrees with the amount stated in the invoice, the PARTICIPATING COMMUNITY shall notify the Contractor of such dispute. The PARTICIPATING COMMUNITY shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to the Contractor, or relieve Contractor of its obligations under this Agreement.
- 4.5 If the PARTICIPATING COMMUNITY selects centralized billing services pursuant to Article 6, the PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers for residential waste a provision that the hauler shall comply with the following: (1) insurance and credit requirements as may be required by COUNTY; (2) Pay COUNTY the full amount of each invoice within thirty days of receipt; (3) Agree to pay interest at the rate consistent with the Florida Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, for late payments; (4) Failure to timely pay is an event of default which if not timely cured within 15 days is an event of termination; (5) In the event the hauler disputes an invoice from COUNTY, the hauler shall first pay the full amount of the disputes charges when due,

and shall, within thirty (30) days from the date of the receipt of the disputed invoice, give written notice of the dispute to COUNTY. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The parties agree to work in good faith to settle the dispute. In the event the parties cannot settle the dispute within sixty (60) days from the date of the receipt of the disputed invoice, the hauler may pursue any remedy available at law except withholding payment.

- 4.6 If a PARTICIPATING COMMUNITY collects its Residential Waste and hauls the Residential Waste to the Contractor, the PARTICIPATING COMMUNITY shall be responsible for all costs, including removal, transportation and disposal of the Unacceptable Waste brought to a Designated Facility.

ARTICLE 5

OUT OF STATE DISPOSAL AND REPORTING REQUIREMENTS

- 5.1 Any Solid Waste or recyclables generated in Broward County which are shown to be destined for transportation to any destination outside of the State of Florida based on a sworn affidavit of a hauler delivered to the COUNTY and PARTICIPATING COMMUNITY generating the waste and reciting facts which evidence the transportation and disposal of waste outside the state of Florida, are excluded from the flow control restrictions contained in Section 3.2 of this Agreement.
- 5.2 In addition to the affidavit required in Section 5.1, any hauler who elects to transport and dispose of any Broward County waste outside the state of Florida shall provide to COUNTY and PARTICIPATING COMMUNITY generating the waste, a monthly report containing the information listed below so as to enable the County and affected PARTICIPATING COMMUNITY to accurately monitor the collection, flow and disposal of waste.
- 5.3 A monthly report shall be due no later than thirty (30) days after the end of the preceding month, delivered to the Director of Solid Waste and Recycling Services as to the COUNTY, and to the Public Works Director or equivalent position as to any PARTICIPATING COMMUNITY, certified by the hauler, containing at a minimum the following information and documentation regarding any waste which is collected, transported and disposed of out of the state:
- 5.3.1 The tonnage, origin and type of waste which has been disposed of by the hauler outside the state;
- 5.3.2 The date(s) on which the hauler collected the waste and the location or route of the collected waste;
- 5.3.3 The location of the final disposal facility for the waste, including the

location of any other facilities, such as transfer stations where waste is temporarily transported en route to its final destination out of state;

5.3.4 Copies of all receipts, weigh tickets, reports and other written material verifying the collection, transportation, and disposal of waste outside the state by the hauler;

5.3.5 Such other documentation and information on forms which may be prescribed by, and as the COUNTY or PARTICIPATING COMMUNITY generating the waste may reasonably require to confirm compliance with this section.

ARTICLE 6 OPTIONAL COUNTY CENTRALIZED BILLING SERVICES

6.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY centralized billing services program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY centralized billing services program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY centralized billing services by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

6.2 If PARTICIPATING COMMUNITY timely notifies COUNTY of its election for centralized billing services, COUNTY shall provide the following services:

6.2.1 Review invoices from and timely pay Contractors.

6.2.2 Process billing statements to the haulers and PARTICIPATING COMMUNITIES, as applicable.

6.2.3 Collect data from load tickets received from disposal and transfer facilities.

6.2.4 Provide financial and tonnage reporting for each PARTICIPATING COMMUNITY.

6.2.5 Collect required security deposits from haulers.

6.2.6 Suspend haulers for non-payment.

6.2.7 Institute appropriate collections for delinquent accounts.

- 6.2.8 Research tonnage discrepancies as appropriate.
- 6.2.9 Maintain copies of haulers' certificates of insurance.
- 6.2.10 Issue truck decals and maintain vehicle information.
- 6.2.11 Disburse Contractor rebates received by County as appropriate in accordance with the Solid Waste Agreements.
- 6.2.12 Reconcile tonnages to the Contractor's monthly invoices.
- 6.3 All costs and expenses for COUNTY's centralized billing services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.15 (fifteen cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.
- 6.4 COUNTY reserves the right, in its sole discretion, to cease providing centralized billing services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 6.5 COUNTY shall invoice PARTICIPATING COMMUNITY for centralized billing services within thirty (30) days after the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.

ARTICLE 7

OPTIONAL COUNTY FLOW CONTROL ENFORCEMENT SERVICES

- 7.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY flow control enforcement program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY flow control enforcement program by so indicating in Section

3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

- 7.2 Each PARTICIPATING COMMUNITY electing to participate in flow control enforcement agrees to include a requirement that haulers consent to inspection of loads by COUNTY in any agreements, licenses, permits, franchises or other arrangements with haulers entered into after this Agreement.
- 7.3 COUNTY agrees to provide the following services as part of its flow control enforcement:
 - 7.3.1 Monitor the delivery of waste to the designated Disposal Facilities.
 - 7.3.2 Assist PARTICIPATING COMMUNITY staff in identifying violations of applicable solid waste ordinances, including efforts to avoid payment of franchise fees.
 - 7.3.3 Assist the PARTICIPATING COMMUNITIES with identifying unauthorized haulers providing service within a PARTICIPATING COMMUNITY.
 - 7.3.4. Assist the PARTICIPATING COMMUNITIES WITH identifying commercial businesses with inadequate solid waste services.
 - 7.3.5 Such other services as COUNTY and PARTICIPATING COMMUNITIES agree are necessary to monitor adherence to this Agreement.
- 7.4 COUNTY reserves the right, in its sole discretion, to cease providing flow control enforcement services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 7.5 COUNTY shall invoice PARTICIPATING COMMUNITY for flow control enforcement services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.
- 7.6 All costs and expenses for COUNTY's flow control enforcement services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.37 (thirty-seven cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility.

Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed five (5%) percent for any year and a floor of not less than one (1%) percent, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.

ARTICLE 8 RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the PARTICIPATING COMMUNITIES and COUNTY.

ARTICLE 9 MUTUAL INDEMNIFICATION

To the maximum extent permitted by law, COUNTY and each PARTICIPATING COMMUNITY shall each indemnify, defend, and hold harmless the other, their officers, employees, and agents from and against any liability, claims, demands, actions, costs, expenses, losses, or damages whatsoever, including the intentional or negligent acts of the other arising out of the performance of the obligations under this Agreement of COUNTY and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 10 DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach.

ARTICLE 11 DURATION

This Agreement shall be effective upon execution by COUNTY and a PARTICIPATING COMMUNITY. This Agreement shall remain in effect

concurrently with the term of the Solid Waste Agreements and shall remain in effect so long as COUNTY and any PARTICIPATING COMMUNITY are subject to the Solid Waste Agreement(s). If, for any reason, the Solid Waste Agreements are terminated, this Agreement shall be deemed terminated as of the date of termination of the Solid Waste Agreement(s).

ARTICLE 12 THIRD PARTY BENEFICIARY

Wheelabrator and Sun-Bergeron shall be deemed to be third party beneficiaries to this Agreement entitled to assert any rights which otherwise would be available to COUNTY relating to a PARTICIPATING COMMUNITY'S performance of its obligations pursuant to this Agreement.

ARTICLE 13 MISCELLANEOUS

- 13.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement.
- 13.2 STATE AND FEDERAL LAWS. The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 13.3 NOTICES. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B," which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit "B" and of COUNTY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.
- 13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.

13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the state and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.

13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give *effect* to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and *effect*.

13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).

13.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.9 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 agree 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, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.10 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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 8th day of January, 2013, and each PARTICIPATING COMMUNITY, signing by and through officers 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 _____, 2019

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel Klitsberg (Date)
Senior Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND PARTICIPATING COMMUNITIES FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES**

MUNICIPALITY

PARTICIPATING COMMUNITY

WITNESS:

Print or type name

By: _____
Mayor

_____ day of _____, 20____

WITNESS:

By: _____
Print or type name City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

EXHIBIT A
NAMES OF PARTICIPATING COMMUNITIES

EXHIBIT B
NOTICES FOR PARTICIPATING COMMUNITIES

EXHIBIT C
NOTICE OF MUNICIPAL SELECTIONS FOR SOLID WASTE DISPOSAL

Municipality: _____

Residential Waste and Commercial Waste:

- ☐ Wheelabrator
 - ☐ Price Option A
 - ☐ Price Option B
 - ☐ Price Option C
- ☐ Sun-Bergeron
- ☐ Neither
- ☐ Both

Describe: _____

Yard Waste

- ☐ Wheelabrator
- ☐ Sun-Bergeron
- ☐ Neither

Bulk Trash

- ☐ Wheelabrator
- ☐ Sun-Bergeron
- ☐ Neither

Construction & Demolition Debris

- ☐ Wheelabrator
- ☐ Sun-Bergeron
- ☐ Neither

Signature of Authorized Official _____

Date _____

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 COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE CONTRACT NO. 575-11786 WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2021-2022, INCLUSIVE OF EXISTING PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

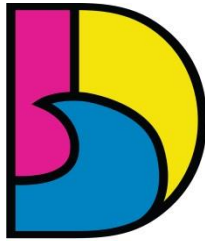
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

CM Scanning Services, R-2021- Advanced Data Solutions, Inc. Agreement for Scanning Services FY 21-22 for Community Development (Piggyback Fort Lauderdale) and Exceed \$25K.d, Advanced Data Solutions Renewal-City of Fort Lauderdale, Agreement for Scanning, Indexing, Imaging and Media Conversion Services - City of Fort Lauderdale and Advanced Data Solutions Inc



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director **Candido Sosa-Cruz**
Eleanor Norena

SUBJECT: Scanning Services for the Community Development Department – Planning Files

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach,
ou, email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.10.15 10:52:53 -04'00'

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, ou=Community
Development, ou,
email=enorena@daniabeachfl.gov, c=US
Date: 2021.10.15 09:48:40 -04'00'

Request

The Community Development Department is requesting approval to piggyback an agreement currently in effect with the City of Fort Lauderdale and Advanced Data Solutions, Inc. for scanning services.

Background

The Community Development Department currently has an agreement with Advanced Data Solutions for scanning services of the back log of building permit files. The Planning and Zoning Division has relocated all planning files that have been stored in the west wing of City Hall to accommodate for the recently approved renovation. We have relocated these files to an off-site storage facility, however, this is a temporary solution as our goal is to have all of these files scanned into the City's Laserfiche document archive system by FY2023. We feel digitizing the planning files will streamline the public records request process and eliminate the expense to store these files off-site.

The attached quote from Advanced Data Solutions includes scanning large and small format documents, indexing images into the City's Laserfiche archive system and destruction of documents after approved view of scanned images.

Budgetary Impact

The City can utilize the competitive bid process from City of Fort Lauderdale under RFP 575-11786. The "piggy-back" bid process is provided by Florida Statue and Dania Beach ordinance. Funding in the amount of \$30,600.00 is available and appropriated from the General Fund Account No. 001-15-01-515-34-10.

Recommendation

The Department recommends approval to enter into an agreement for scanning services.

Attachments

Agreement between the City of Fort Lauderdale and Advance Data Solutions, Inc.
RFP No. 575-11786

RESOLUTION NO. 2021-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE CONTRACT NO. 575-11786 WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2021-2022, INCLUSIVE OF EXISTING PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); 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 she 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 \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the Community Development Department Director has determined that digitizing the planning files will streamline the public records request process and eliminate the expense of off-site storage cost to the City; and

WHEREAS, the Community Development Department is requesting City Commission approval to utilize Advanced Data Solutions, Inc. for scanning services, provided funding is available and appropriated, under the City of Fort Lauderdale Contract No. 575-11786, which is effective through May 15, 2022, and

WHEREAS, the Community Development Department is requesting services from Advanced Data Solutions, Inc. during the current fiscal year, which services will now exceed the annual Twenty-Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires City Commission approval; and

WHEREAS, the Community Development Department is seeking approval to enter into an agreement with Advanced Data Solutions, Inc., in the amount of Thirty Thousand, Six Hundred Dollars (\$30,600.00) and for an appropriation of the necessary funding;

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 agreement, which Agreement is attached as Exhibit “A” and made a part of this Resolution by this reference, between the City and Advanced Data Solutions, Inc. in the amount of Thirty Thousand Six Hundred Dollars (\$30,600.00).

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

Section 4. That the City Commission authorizes the purchase of scanning services from Advanced Data Solutions, Inc., in an amount exceeding the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 5. That funding for the Community Development scanning project will be made available and appropriated from the General Fund Account No. 001-15-01-515-34-10 in the amount of Thirty Thousand Six Hundred Dollars (\$30,600.00).

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 become effective upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND ADVANCED DATA SOLUTIONS, INC., A FLORIDA
CORPORATION, FOR SCANNING SERVICES UNDER THE CITY OF
FORT LAUDERDALE INVITATION TO BID (“ITB”) NO. 575-11786.**

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Advanced Data Solutions, Inc., a Florida corporation (“Contractor”), with its primary mailing address of 141 Scarlet Boulevard, Suite A, Oldsmar, Florida 34677.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The current contract, and any amendment(s) to it (the “Contract”), under the City of Fort Lauderdale ITB No. 575-11786, between the Contractor and with the City of Fort Lauderdale a copy of which ITB is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. City has determined that such scanning services can be obtained at the least cost to the City by utilizing Advanced Data Solutions, Inc. through the Fort Lauderdale ITB No. 575-11786 valid through May 15, 2022.
3. The term of this Agreement shall be effective for the duration of the City of Fort Lauderdale contract including all renewals and it is anticipated that costs will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00). Both parties agree that all terms, conditions and specifications of the Contract remain the same for purposes of this Agreement, contingent upon approval by the City Manager.
4. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

THOMAS J. ANSBRO, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
ADVANCED DATA SOLUTIONS, INC.
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021, by _____, as _____ of Advanced Data Solutions, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

November 13, 2020

Advanced Data Solutions, Inc.
Attn: Melody S. Engle
141 Scarlet Boulevard, Suite A
Oldsmar, FL 34677

SUBJECT: Renewal of Term Contract for Scanning, Indexing, Imaging and Media Conversion Services, RFP 575-11786, Amendment 2

Dear Ms. Engle:

The subject Contract will expire on May 15, 2021.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms and conditions. Once renewed, the new contract expiration date will be May 15, 2022.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Lura Rogers at lrogers@fortlauderdale.gov by November 20, 2020.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,


Jodi S. Hart, CPPO, CPPB, MBA
Chief Procurement Officer

ACCEPTANCE

By 
Official Signature
Melody S. Engle, President
Name Title
12/8/2020
Date

**AGREEMENT FOR
SCANNING, INDEXING, IMAGING AND MEDIA CONVERSION SERVICES**

THIS AGREEMENT, made this 16th day of MAY 2017, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **Advanced Data Solutions, Inc., a Florida corporation**, ("Contractor") whose address is **141 Scarlet Boulevard, Suite A, Oldsmar, Florida 34677, Phone: 813-855-3545, Email: mengle@adsus.net.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) **Request for Proposals No. 575-11786, SCANNING, INDEXING, IMAGING AND MEDIA CONVERSION SERVICES**, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the **RFP**, dated **November 8, 2016**, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated MAY 16, 2017, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Check Status

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **May 16, 2017, and shall end on May 15, 2020.** The City reserves the right to extend the contract for two additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the

City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Cyber and Privacy Liability Insurance

Limits: \$1,000,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and

skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition, Contractor shall maintain a business associate agreement with any such subcontractor, requiring any such subcontractor to comply with the Health Insurance Portability and Accountability Act of 1996 as amended, the Privacy and Security Rules ("Privacy Rule"), as codified in 45 Code of Federal Regulations Parts 160 through 164, and the privacy, security, and security breach notification provisions applicable to a business associate pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), 42 U.S.C.A. §17921 *et seq.* (2017), as may be amended or revised, ("HITECH"), any regulations promulgated thereunder, and any amendments to the Privacy Rule. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-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.

City'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.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. 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 Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. 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 legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion,

malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

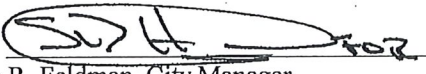
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

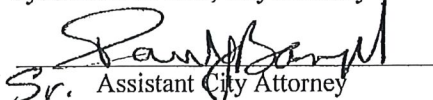
ATTEST:


Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: 
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney


Sr. Assistant City Attorney

WITNESSES:

ADVANCED DATA SOLUTIONS, INC.

Kay B. McNeil
Signature
Print Name: Kay B. McNeil
Print Title: Ops. Director

By: Melody S. Engle
Melody S. Engle, Director

Sarah Webb
Signature
Print Name: Sarah Webb
Print Title: Scanner

(CORPORATE SEAL)

STATE OF FL
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of May, 2017, by Melody S. Engle as Director for Advanced Data Solutions, Inc., a Florida corporation.

(SEAL)



Carol L. Orloski
(Signature of Notary Public)
Notary Public, State of FL

Carol L. Orloski
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

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 A REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

Purchasing Requests ONLY

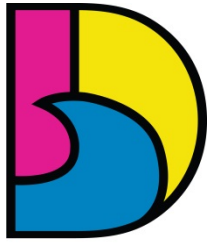
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo - Closest Unit Response Final 10-14-21, R-2021- BSO Regional ILA for Closest Unit Response for Fire, Rescue, EMS, and Special Operations, R-2021- BSO Regional ILA for Closest Unit Response for Fire, Rescue, EMS, and Special Operations Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: October 15, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Sergio Pellecer, Broward Sheriff's Office Fire Rescue District Chief

Re: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE.

Request

Approval of a resolution establishing an interlocal agreement for the closest unit response.

Background

The argument presented was if your family member is not breathing or your house is on fire, is the person who is calling for help worried about the name on the side of a truck, or are they more concerned with truly exigent calls being responded to by the closest responding units trained and able to provide immediate care or actions.

In 2002 Broward County residents voted by Charter amendment to establish and fund communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support regional specialty teams.

The first step was to create a regional communications system to reduce or eliminate transfers of 911 calls from Public Safety Access Points (PSAP). Except for a small handful of cities, this was completed in 2014. Today 911 PSAP transfers are almost non-existent.

The next hurdle was to identify and assign the closest Fire or Rescue unit to the scene of an emergency based on specific call types and high acuity call severity, specifically the Delta or Echo level determinant call types.

Benefits

- The most obvious is the closest appropriate responder based on road mileage is automatically given the call.
- Not all call types or determinant levels are subject to CUR. A narrowed list of call types and specifically only the Delta or Echo (previously priority 1) call determinants would be subject.
- If the call type generates a multi-unit response such as a cardiac arrest that would call for 1-Engine, 1-Rescue, CAD would suggest the closest unit, either Engine or Rescue and the second unit would come from the originating jurisdiction. This helps to prevent stripping of all units from one jurisdiction.
- Any Automatic Aide agreements remain in place, however CUR would take priority
- Responding transport agency maintains transport revenues.
- Balancing of calls – CUR is regional, meaning there are a relative equal amount of times another jurisdiction will be the closest unit to an incident in a neighboring jurisdiction and providing CUR.
- To participate there are clearly defined minimum staffing and qualifications on Engines, Rescues and Aerials.
- CUR will also limit the amount of time a more distant unit coming from a more distant zone keeping resources in place. An example would be If R21 were out and another call were to occur on the east side of 21 zone, cad would recommend Q21 and R83 from Sunrise and leave R67 in quarters.
- If a specific district has limited resources remaining due to high call demand and a call for CUR occurs taking the last resource, District Chiefs, Battalion Chiefs or Division 201 can maintain coverage in their respective districts and deny the use of a unit. The agreement provides for up to 12 instances where a specific district can deny closest unit resources. If a city exceeds the allotted 12 instances per year, that district/city could cause termination of CUR.
- CUR can be terminated with 60 days written notice if it is determined that CUR is not in the best interest of any one city or district. All remaining cities/districts agreements would remain in force.

Budgetary Impact

If approved, there are no administrative or implementation costs for the City.

If Not approved the city will incur costs associated with communications, software, hardware on Mobile Data Terminals (MDT's).

Recommendation

Approve the resolution establishing the Closest Unit response. This has been reviewed by our City legal team.

RESOLUTION NO. 2021-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and the Broward County Sheriff's Office (the parties) desire to enter into a Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("Agreement"); and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the design, purpose, and intention of the Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities; and

WHEREAS, each party to the Agreement shall maintain or contract for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel; and

WHEREAS, the parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property; and

WHEREAS, the parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected parties in order that lives and property may be saved; and

WHEREAS, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams; and

WHEREAS, by and through the proposed Agreement, the parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined in the Agreement as part of the normal day-to-day operations of all of the parties while not providing such aid to subsidize normal day-to-day operations;

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, which Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to such Agreement as are deemed necessary and proper and in 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 be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

This Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response ("Agreement") is entered into between the Municipalities executing this Agreement, the Broward County Sheriff's Office, and Broward County (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

B. The design, purpose, and intention of this Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services ("EMS"), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

C. Each Party hereto maintains or contracts for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel.

D. The Parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property.

E. The Parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected Parties in order that lives and property may be saved.

F. In 2002, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams.

G. By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties mutually covenant, promise, and agree as follows:

ARTICLE 1. PURPOSE AND INTENT

1.1. The Parties affirm the Recitals stated above as true and correct and incorporate them herein.

1.2. The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities. This will be accomplished by automatic aid via closest unit response, as defined herein, in addition to the Automatic Aid Addendum agreements that allow for automatic aid between two or more Parties and that are above and beyond the parameters outlined by closest unit response.

1.3. Except to the extent inconsistent with this Agreement, nothing in this Agreement shall preclude or otherwise negate any existing sharing or mutual aid agreements, or agreements pertaining to the compensation or shared expenses of same, that may already exist or may be entered into between any of the Parties. The Parties may continue to enter into such sharing agreements and doing so will not constitute a violation or breach of this Agreement. To the extent anything in this Agreement conflicts with the provisions of any such sharing or Automatic Aid Agreements or other agreements pertaining to the compensation or shared expenses, the provisions of this Agreement shall govern.

ARTICLE 2. DEFINITIONS AND IDENTIFICATIONS

2.1 **Automatic Aid** means assistance dispatched automatically for one Party to one or more other Parties to lend assistance across jurisdictional boundaries for a particular incident.

2.2 **Automatic Aid Addendum** or **AAA** means a written agreement for Automatic Aid between two or more Parties to this Agreement.

2.3 **Available Unit** means a unit in an available status and within the specified estimated time of arrival for the applicable call (if any) from the incident as stated below and with the appropriate unit capabilities based upon the incident at issue, provided that if the applicable Automatic Aid Addendum between the applicable Parties in the incident at issue provides a broader definition of Available Unit, that broader definition shall apply for that incident. The following phases shall proceed in order, commencing with Phase 1, and proceeding to the next phase one calendar year

later unless the Fire Chiefs' Association of Broward County (FCABC), Inc. approve in writing an earlier or delayed progression to the next phase.

Phase	ETA to Incident	Dates of Phase
Phase 1	2 Minutes	Commencement until December 31, 2020
Phase 2	4 Minutes	January 1, 2021 until December 31, 2021
Phase 3	8 Minutes	January 1, 2022 until December 31, 2022
Phase 4	No time limitation	January 1, 2023 and thereafter

2.4 **Closest Unit Response or CUR** means lending assistance across jurisdictional boundaries by at least one (1) Available Unit to a Life-Threatening Emergency.

2.5 **Coverage** means the provision of fire protection and services, if needed, to another jurisdiction or geographic area.

2.6 **Life-Threatening Emergency** means the designated incident types that constitute a high priority call under the International Academy of Emergency Dispatch System for both medical and fire, as may be amended from time to time (currently, "Delta" and "Echo" calls).

2.7 **Mutual Aid** means assistance dispatched upon request by one Party to one or more other Parties, in which the lending party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.8 **Responding Party** means the agency providing assistance to another agency that has declared an emergency incident.

2.9 **Requesting Party** means the agency requesting assistance from another agency to assist in mitigating an emergency incident.

2.10 **Special Operations** means a specialized response that includes personnel with specific training and knowledge, along with apparatus and equipment, designed to respond to incidents involving hazardous materials, technical rescue, marine, aircraft, water emergency, or other operations that require specialized training and knowledge for mitigation of the incident.

ARTICLE 3. EQUIPMENT AND STAFFING

3.1 **Fire Units** - Each Party must maintain its fire rescue apparatus, equipment, and accessories in good working order. A fire unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.2 **EMS Units** - Each Party must maintain its EMS apparatus, equipment, and accessories in good working order. An EMS unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.3 **EMS Licenses** - All EMS transport units must be licensed by the State of Florida and Broward County as required by applicable law. All EMS units must meet the Advanced Life

Support (ALS) requirements as outlined in Florida Administrative Code Section 64J-1.003, as amended from time to time.

3.4 Staffing - Unless otherwise agreed by applicable Parties in an applicable AAA, all responding units shall be staffed as follows, or augmented to be staffed as follows to fulfill the minimum staffing requirements:

- (a) Fire service units that consist of a fire engine company or a quintuple combination pumper ("quint") shall have at least three (3) state certified firefighter.
- (b) EMS Rescue units shall be staffed, at a minimum, with (i) two (2) state or nationally certified firefighter/paramedics, or (ii) one (1) firefighter/paramedic and one (1) firefighter/emergency medical technician.
- (c) EMS Medical units shall be staffed at a minimum with (i) two (2) state or nationally certified paramedics, or (ii) one (1) paramedic and one (1) emergency medical technician.
- (d) All other responding specialty apparatus and support units shall have appropriately trained and certified personnel for said unit.

ARTICLE 4. REQUEST FOR AID

4.1 An arrangement for Automatic Aid between two or more Parties to this Agreement shall be memorialized as an Automatic Aid Addendum. Any existing automatic aid agreement between two or more Parties that is in place as of the Effective Date of this Agreement and that provides equal or greater automatic aid than outlined in the parameters of this Agreement shall automatically be considered to be an AAA under this Agreement without further action, unless the Parties to that Automatic Aid Agreement agree otherwise in writing. Each AAA shall, at a minimum, specify the applicable apparatus and personnel to be provided and the designated areas for such aid.

4.2 By execution of this Agreement, each Party consents and commits to accept requests for Closest Unit Response from any applicable public safety answering point (PSAP). For any Life-Threatening Emergency (as defined in Section 2.6) originating from within the geographical boundaries of any Party, that Party shall be deemed the Requesting Party and the applicable PSAP shall dispatch units based upon Closest Unit Response parameters.

ARTICLE 5. RESPONSE TO REQUEST FOR AID

5.1 The Parties agree to provide aid to each other by responding to the fire, rescue situations, EMS calls, special operations emergencies, other emergencies, and disasters as requested by the Requesting Party subject to the terms, conditions, and understandings contained in this Agreement and any applicable agreement(s) between the relevant Parties (subject to Section 1.3 above).

5.2 Any Parties executing an AAA for Automatic Aid further agree to provide Automatic Aid as set forth in such AAA to the Parties to that AAA.

5.3 If a call for service originates from outside the geographical boundaries of a particular Party and that Party has Available Units ("Responding Party"), then the Responding Party shall accept and respond to a dispatch request for Closest Unit Response in the same manner as a call for service within the Responding Party's jurisdiction, except as may otherwise be modified by this Agreement.

5.4 The Parties recognize and agree that if, for any reason beyond the reasonable control of the Responding Party, the Available Unit(s) or other requested resources are unable to respond to the request for aid, the Responding Party shall not be liable or responsible in any regard whatsoever for such inability to respond.

5.5 In the event any Party has twelve (12) or more unjustified incidents of being unable to respond with an Available Unit under the parameters of CUR within a calendar year, upon written approval of the Fire Chiefs for the majority of the municipalities that both share a geographical boundary with that Party and are a Party to this Agreement, the Party demonstrating the failure to respond may be terminated as a Party to this Agreement upon sixty (60) days' prior written notice by any such neighboring municipality that is a Party to this Agreement. Any financial or other liabilities that accrued prior to the effective date of termination shall survive such termination of this Agreement.

5.6 Grounds justifying an inability to respond to a request for CUR include, but are not limited to, the following, provided that upon the resolution or removal of any of these grounds justifying an inability to respond, the Responding Party promptly contacts the PSAP and offers to provide the requested assistance:

- (a) The requested unit was inoperative;
- (b) The requested unit was dispatched in error and outside the parameters stated in the Broward County Closest Unit Response Project Charter at Section 4, Project/Service Description, as may be amended or otherwise modified by the applicable Broward County governance boards;
- (c) The requested unit was being utilized on another emergency call; or
- (d) The requested unit is prohibited as matter of federal or state law from providing aid outside the territorial limitations of their jurisdiction.

ARTICLE 6. CONTROL OF FIRE, RESCUE, EMS, AND SPECIAL OPERATIONS,

6.1 The Parties to this Agreement understand and agree that the Incident Command System ("ICS"), as defined by the National Incident Management System ("NIMS"), is the framework for controlling and managing emergency incidents within a given jurisdiction. The Incident Commander ("IC"), as defined within ICS under NIMS, is in charge of the incident and responsible

for tactical coordination of all personnel and equipment used to control an active incident.

6.2 Control of each Responding Party's personnel shall remain with each Responding Party as to the rendition of service, standards of performance, discipline of officers and employees, and other matters incident to the performance of services by the Responding Party's personnel.

6.3 The personnel of the Responding Party shall not be obligated to obey any order that an officer of the Responding Party reasonably believes to be either in violation of the laws of the State of Florida, United States, or the established rules and procedures of the Responding Party. The senior officer of the Responding Party may, in his or her judgment, instruct the personnel of the Responding Party that they are not obligated to comply with any order issued by another Party's personnel that said senior officer believes may result in a likelihood of unreasonable risk of death or bodily injury to the agents, officers, or employees of the Responding Party, or in a significant and substantial loss or damage to the Responding Party's equipment. In the event of said noncompliance, the senior officer will notify the other Party's individual who issued said order, and the senior officer will notify his or her supervisor of the Responding Party.

6.4 Communications at each incident to which a Responding Party is rendering aid shall be in accordance with the National Incident Management System guidelines, unless otherwise agreed by the applicable Parties.

ARTICLE 7. REIMBURSEMENT

7.1 All costs associated with providing aid as defined within this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement, the applicable AAA (if any), or another written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

7.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether or not said persons provide any services to any other Party under this this Agreement.

7.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment, and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

7.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines if applicable. The Requesting Party shall receive, upon request to the Responding

Party, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), each as amended, and the regulations promulgated thereunder (collectively “HIPAA”), and any other applicable laws and regulations, all as may be amended from time to time.

ARTICLE 8. INDEMNIFICATION

8.1 To the extent permitted and as limited by Section 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney’s fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

8.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

8.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

8.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers’ compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE; TERMINATION

9.1 This Agreement shall be effective as to each Party on the first day of the first calendar month after execution of this Agreement by that Party. The effectiveness of this Agreement does not require the execution by all or any minimum number of municipalities, but shall be effective as stated in this Section 9.1 for each executing Party after execution by that Party.

9.2 This Agreement may be terminated by any Party solely as to that Party’s participation in this Agreement upon no less than sixty (60) days’ prior written notice by the provision of such written notice to the entities stated in the Notices provision of this Agreement. Upon receipt of any notice of termination, the Fire Chiefs’ Association of Broward County shall promptly serve such notice upon all other Parties to this Agreement. The termination by any one Party pursuant

to this section shall have no effect upon the continuation of this Agreement as to the other remaining Parties.

ARTICLE 10. GENERAL CONDITIONS

10.1 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity or such rights or limitations may be applicable, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. This section shall survive the termination of this Agreement.

10.2 No Third-Party Beneficiaries. The Parties do not intend to create or confer any rights or obligations in or upon any third party by this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties therefore acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

10.3 Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. No party or any agent, employee, subcontractor, or assignee of any Party may represent to another that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to any Party's retirement, leave benefits, or any other benefits of a Party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Parties shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for any other Party or any other Party's officers, employees, agents, subcontractors, or assignees.

10.4 Equal Opportunity; Discrimination. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this interagency agreement.

10.5 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, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed on the signature pages below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as provided in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

10.6 Compliance with Law. Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the other Parties to this

Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

10.7 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 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, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.8 Entirety of Agreement. Except as to any AAA or other Automatic Aid or Mutual Aid agreement between any of the Parties to this Agreement, this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding 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, unless expressly permitted herein.

10.9 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.

10.10 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any other Party. Any attempt to assign this Agreement or any interest or obligation under this Agreement shall be null and void ab initio.

10.11 Interpretation. The titles and 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

10.12 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete

understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort, the language agreed to herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10.13 Authority. Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

10.14 Materiality; Waiver. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.15 Public Records. Each Party shall be individually responsible for compliance with the obligations of Chapter 119, Florida Statutes, for any public records made or received by that Party.

10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, addendum, or exhibit attached to or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of each Party. Any amendment to Automatic Aid Addendums (AAAs) shall require only the written approval by authorized representatives of the Parties to that particular AAA and shall not constitute an amendment to this Agreement.

10.18 Conflict Resolution. The Parties mutually agree that it is beneficial to have a conflict resolution policy in place as an incorporated element of this Agreement. If any Party is in conflict as to another Party relating to a dispute arising out of this Agreement or any provision thereof, an executive director/senior manager of each Party in conflict will meet within thirty (30) days after being notified of a conflict. The Parties in conflict will attempt to resolve the conflict at the senior management level without the need for further resolution, unless it is impractical or not feasible to resolve the issue at the negotiations level. If negotiations fail to resolve the issue, upon request by any Party in the conflict, the conflicting Parties shall mediate the issues by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. Any such mediation shall occur within thirty (30) days after the date mediation is requested by a conflicting Party. The Mediator shall be agreed upon by the Parties in conflict by mutual agreement (if the Parties cannot agree,

each Party in the conflict shall select one (1) mediator, and the selected mediators shall agree upon the mediator that shall conduct the mediation, which may be any of the selected mediators or a different mediator entirely). The conflicting Parties shall pay the Mediator fees promptly and on an equal basis. Litigation may not be commenced by a Party until after any requested mediation has been (i) declared an impasse by the Mediator, (ii) terminated in writing by one or both of the Parties, or (iii) there is an immediate need for judicial relief of an emergency nature (i.e., the need for a temporary restraining order or preliminary injunction). Nothing in this section is intended to prejudice a Party's right to access the courts to obtain judicial relief or assistance; rather, this provision is created to facilitate resolution before litigation is initiated. Provided an appropriate Resolution has been issued by the governing body of the applicable Party and noticed to the applicable entities in compliance with Section 164.1052(1), Florida Statutes, compliance with the provisions of this section shall be deemed by the conflicting Parties to constitute full compliance with the conflict assessment phase obligations of the Parties under Section 164.1053(1), Florida Statutes. Unless the applicable Parties otherwise agree in writing, nothing in this section alleviates the Parties' obligations to comply with Section 164.1055, Florida Statutes, or any necessary notice obligations under Florida law.

10.19 Counterparts and 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.

10.20 Recording. This Agreement and any subsequent amendments shall be recorded in the Official Records of Broward County.

The remainder of this page is intentionally blank.

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS
RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

SHERIFF OF BROWARD COUNTY

By: _____
Sheriff of Broward County

Date: _____

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____
Terrence Lynch, General Counsel
Office of the General Counsel

Date: _____

NOTICE ADDRESS PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

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

NOTICE ADDRESS FOR CITY OF _____ PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2021

(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

(Print Name of Witness)

NOTICE ADDRESS PER § 10.5:

Broward County Regional Emergency
Services and Communications
Attn: Director, Tracy Jackson
201 NW 84 Avenue
Plantation, Florida 33324
Fort Lauderdale, Florida 33301
Email address: tjackson@broward.org

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
2021-09-14 Regional Automatic Aid Agreement
#473096.8

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 AND ACCEPT AN AGREEMENT FOR THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE, PROCURED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH UNITED HEALTHCARE, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022, FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS, WHICH AGREEMENT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

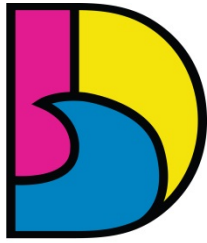
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - 2022 Medicare Supplemental Insurance Coverage Renewal 211026 Medicare Memo v2, R-2021- Medicare Supplemental Insurance Coverage for 2022 Agreement with United Healthcare, 2022 Medicare Supplemental Insurance Attachment



DANIA BEACH
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**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Linda Gonzalez, SPHR, SHRM-SCP, IPMA-SCP, HR/Risk Director

RE: 2022 Medicare Supplemental Insurance Coverage Renewal

The Request

Approval of the proposal of group Medicare Advantage Insurance through United Healthcare for retirees and their dependents over the age of 65 for plan year 2022 as recommended by the Gehring Group, the City's insurance broker.

Background

The City of Dania Beach offers two health insurance plans for active employees and retirees:

1. United Healthcare (UHC) for active employees, retirees, and their dependents under the age of 65 and not otherwise eligible for Medicare;
2. Aetna Medicare Advantage PPO as supplemental Medicare insurance coverage for 73 Medicare eligible retirees and their Medicare eligible dependents through Aetna.

While the UHC plan has already been renewed for plan year 2021/2022, as it runs on a Fiscal Year calendar, the Aetna Medicare Advantage PPO plan was due for renewal for the calendar plan year 2022 as it runs concurrently with Medicare.

Only Medicare eligible individuals are allowed to enroll in Medicare Plans. If a spouse and/or dependent is under age 65, he/she will continue to be covered through his/her employer-sponsored coverage or the City's group health plan with the Florida League of Cities (FMIT).

The City, through the Gehring Group, issued a bid to solicit quotes for group Medicare Advantage insurance from the open market. A result of this bid process, the City received a proposal from United Healthcare at an annual cost of approximately \$232,350 based on current enrollment of 73 retired employees/spouses of retired employees. This represents an overall decrease of \$118,000 or a decrease of 33.7% from the current rates.

Like Aetna, the proposed plan from United Healthcare is a national network. Retirees can see any Medicare provider that accepts Medicare, regardless of whether or not they are contracted with United Healthcare. Additionally, copays for medical services and out of pocket maximums will remain the same. While United Healthcare proposed various plan options, ultimately the decision was made to go with the plan that offered the most robust drug benefit while still resulting in significant savings to the City and its retirees. For prescription drugs, the chosen United

Healthcare plan includes a bonus drug list which covers drugs in addition to those covered in the standard formulary.

The City subsidizes 2/3 of the cost of the Medicare Advantage insurance and accepting the proposal from United Healthcare would represent a budget decrease of \$79,000 with the retired employee/spouse enjoying the difference in the total decrease. The other 1/3 of the plan cost is paid by the retirees.

Budgetary Impact

The total cost to the City for the proposed United Healthcare Medicare Advantage PPO plan is \$154,900 (2/3 of total \$232,350 cost) and represents an overall decrease of approximately \$79,000 (2/3 of total \$118,000 decrease).

Funding for the renewal is appropriated in the 2021/2022 budget and shall be charged to the City Health Insurance Fund, Professional Services Account (#001-18-00-519-45-41).

Recommendation

Approve the proposal of the United Healthcare Medicare Advantage PPO insurance plan for supplemental Medicare insurance coverage for Medicare eligible retirees and their Medicare eligible dependents for plan year 2022.

RESOLUTION NO. 2021-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT FOR THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE, PROCURED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH UNITED HEALTHCARE, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022, FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS, WHICH AGREEMENT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach obtained the services of the Gehring Group as a Broker of Record to secure coverage for the City's Medicare Supplemental Insurance plan for Medicare eligible retired employees and their Medicare eligible dependents for the 2022 plan year; and

WHEREAS, the Gehring Group secured Medicare Advantage PPO coverage for the City through United Healthcare for the plan year 2022; and

WHEREAS, the coverage from United Healthcare offers rates for Medicare Supplemental Insurance coverage for all Medicare eligible retirees, regardless of residence, including prescription rates; and

WHEREAS, based on current Medicare eligible retiree census data, the City's Medicare Advantage PPO plan premium cost will be decreased by an estimated thirty three point seven percent (33.7%), resulting in an estimated Seventy Nine Thousand Dollar (\$79,000.00) decrease to the City and an estimated Thirty Nine Thousand Dollar (\$39,000.00) decrease in cost to Medicare eligible retirees; and

WHEREAS, the City Administration recommends that the City Commission approve the United Healthcare Medicare Advantage PPO Medicare Supplemental Insurance plan;

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 as being true and correct, 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 appropriate documents to accept the proposal of the United Healthcare Medicare Advantage PPO plan on behalf of the City of Dania Beach to provide Medicare Supplemental Medical and Prescription Insurance coverage to Medicare eligible retirees at the following not to exceed monthly rates:

Current	2022 Proposal
\$399.90	\$265.24

Section 3. That funding for the cost of the City's health claims program administration for Medicare Supplemental Insurance coverage is planned and shall be charged to the City Health Insurance Fund, Professional Services Account, Account No. 501-18-00-519-45-41.

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 on January 1, 2022.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

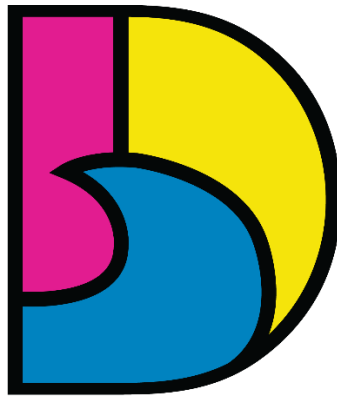
TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Employee Benefits Insurance Evaluation



DANIA BEACH
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RECOMMENDATION FOR:

GROUP MEDICARE INSURANCE

PLAN YEAR EFFECTIVE: January 1, 2022

October 26, 2021

Presented By:



3500 Kyoto Gardens Dr.

Palm Beach Gardens, FL 33410

Tel: (800) 244-3696 Fax: (561) 626-6970

www.gehringgroup.com

Medicare RFP Evaluation & Recommendation Plan

Year Effective: January 1, 2022

The City of Dania Beach currently offers group Medicare Advantage Insurance through Aetna to its retired employees and their dependents, age 65 and over.

Only Medicare eligible individuals are allowed to enroll in Medicare Plans. If a spouse and/or dependent is under age 65, he/she will continue to be covered through his/her employer-sponsored coverage or the City's group health plan with the Florida League of Cities (FMIT).

The City, through the Gehring Group, issued a bid to solicit quotes for group Medicare Advantage insurance from the open market. As a result of this bid process, the City received a proposal from United Healthcare at an annual cost of approximately \$232,350 based on current enrollment of 73 retired employees/spouses of retired employees. This represents an overall decrease of \$118,000 or a decrease of 33.7% from the current rates.

Retirees can see any Medicare provider that accepts Medicare, regardless of whether or not they are contracted with United Healthcare. Additionally, copays for medical services and out of pocket maximums will remain the same. While United Healthcare proposed various plan options, ultimately the decision was made to go with the plan that offered the most robust drug benefit while still resulting in significant savings to the City and its retirees.

The City subsidizes 2/3 of the cost of the Medicare Advantage insurance, and the other 1/3 of the plan cost is paid by the retirees. The total cost to the City for the proposed United Healthcare Medicare Advantage PPO plan is \$154,900 (2/3 of total \$232,350 cost), and represents an overall decrease of approximately \$79,000 (2/3 of total \$118,000 decrease).

Gehring Group is recommending that the City accept the proposal of the United Healthcare Medicare Advantage PPO insurance plan for the upcoming plan year effective January 1, 2022.

EXHIBITS

-
- Medicare RFP Evaluation
-

City of Dania Beach

Medicare Advantage for Retired Employees 65 and Over

Effective Date: January 1, 2022

	CURRENT		RECOMMENDATION	
	Aetna Medicare Advantage PPO C04 Rx 1211		United Healthcare Medicare Advantage PPO Plan 2	
Calendar Year Deductible	In-Network		In-Network	
Single	N/A		N/A	
Family	N/A		N/A	
Out of Pocket Maximum				
Single	N/A		N/A	
Family	N/A		N/A	
Coinsurance	0%		0%	
Office Visits				
Primary Care Visit	\$0 Copayment		\$0 Copayment	
Specialist Visit	\$0 Copayment		\$0 Copayment	
Hospital				
Inpatient	\$0 Copayment		\$0 Copayment	
Outpatient	\$0 Copayment		\$0 Copayment	
Emergency Room Visit	\$0 Copayment		\$0 Copayment	
Physician Services in Hospital	\$0 Copayment		\$0 Copayment	
Skilled Nursing Facility	\$0 Copayment (Days 1-100)		\$0 Copayment (Days 1-100)	
Prescription Drugs - Initial Coverage Limit & Coverage Gap	Initial Coverage Limit = \$4,130 Catastrophic >=\$6,550		Initial Coverage Limit = \$4,430 Catastrophic >=\$7,050	
Tier 1	\$5		\$5	
Tier 2	\$30		\$30	
Tier 3	\$60		\$60	
Tier 4	Tier 1-3		\$60/\$60/\$60	
Mail Order	2 x Retail Copay		Tier 1: \$30; Tier 2-3: 2 x Retail Copay	
Medical				
Monthly Premium Per Enrollee 73	\$209.15		\$265.24	
Monthly Premium	\$15,268		\$19,363	
Annual Premium	\$183,215		\$232,350	
\$ Increase	N/A		N/A	
% Increase	N/A		N/A	
Prescription	All Retiree Rates 100% Composite		All Retiree Rates 100% Composite	
Monthly Premium Per Enrollee 73	\$190.75		Included in Medical	
Monthly Premium	\$13,925		\$0	
Annual Premium	\$167,097		\$0	
\$ Increase	N/A		N/A	
% Increase	N/A		N/A	
Combined Medicare Advantage Rate	Combined Composite Rate \$399.90		Combined Composite Rate \$265.24	
Combined Monthly Premium	\$29,193		\$19,363	
Combined Annual Premium	\$350,312		\$232,350	
Combined \$ Increase	N/A		-\$117,962	
Combined % Increase	N/A		-33.7%	

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 ENTER INTO AN AGREEMENT WITH LEIGH ROBINSON KERR AND ASSOCIATES, INC. FOR PREPARATION OF A COMPREHENSIVE PLAN, FUTURE LAND USE AMENDMENT IN THE AMOUNT OF THIRTY-THREE THOUSAND DOLLARS (\$33,000.00) AND TO WAIVE COMPETITIVE BIDDING AND EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

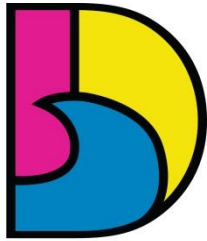
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM RAC Amendment, R-2021- Leigh Robinson Kerr and Associates Agreement for Comprehensive Plan, Future Land Use Amendment and to Exceed \$25K, Dania RAC Text



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: A resolution authorizing the City to waive competitive bidding for Leigh Robinson Kerr and Associates, Inc., to prepare a Comprehensive Plan, Future Land Use Amendment to replenish the Regional Activity Center (RAC) dwelling units.

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=cscruz@daniabeachfl.gov, c=US
Date: 2021.10.14 15:14:16 -0400

Eleanor Norena
Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development, email=clajoie@daniabeachfl.gov, c=US
Date: 2021.10.14 14:55:27 -0400

Request

Community Development is requesting approval to enter into an agreement with Leigh Robinson Kerr and Associates, Inc. for the preparation of a Comprehensive Plan, Future Land Use amendment.

Background

On September 8, 2021, at a City Commission Workshop, staff was directed to process a Comprehensive Plan Amendment to the Future Land Use Element and RAC tables. This amendment is intended to expand the residential development capacity in the RAC Land Use category in the City. A feasibility study will be conducted to determine the maximum density the City's current infrastructure can sustain.

Leigh Robinson Kerr and Associates, Inc. is currently working with the City's engineering consultants to secure the City Water Supply Plan which is an element in the Comprehensive Plan. This firm is knowledgeable about the City's Comprehensive Plan and the City's current environment. The amendment process typically takes 12 – 18 months to complete. The Bidding process itself takes an addition 2-3 months on average to complete. For the reasons identified above, Community Development is recommending waiving the formal bidding process which will allow staff to move quickly.

Budgetary Impact

Funding in the amount of \$33,000.00 is available and appropriated in the FY21/22 budget from the General Fund, Contractual Services, Account No. 001-15-01-515-34-10.

Recommendation

The Community Development Department recommends the adoption of the attached resolution authorizing the waiver of competitive bidding and enter into an agreement with Leigh Robinson Kerr and Associates, Inc. to prepare a Comprehensive Plan, Future Land Use amendment and to exceed the \$25,000.00 vendor threshold for Leigh Robinson Kerr and Associates, Inc.

RESOLUTION NO. 2021-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH LEIGH ROBINSON KERR AND ASSOCIATES, INC. FOR PREPARATION OF A COMPREHENSIVE PLAN, FUTURE LAND USE AMENDMENT IN THE AMOUNT OF THIRTY-THREE THOUSAND DOLLARS (\$33,000.00) AND TO WAIVE COMPETITIVE BIDDING AND EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); 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 she 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 City Commission has directed staff to amend the Future Land Use Element of the City's Comprehensive Plan to amend the Regional Activity Center (RAC) dwelling units provisions contemplated within the Future Land Use Element; and

WHEREAS, the Community Development Director has determined that the Comprehensive Plan is best prepared by the firm most knowledgeable of the City's history, position, and intent, without competitive bidding and without advertisements for bids, by Leigh Robinson Kerr and Associates, which previously drafted the City's Comprehensive Plan and provisions for the RAC dwelling units; and

WHEREAS, services requested may exceed the annual vendor amount of Twenty-Five Thousand Dollars (\$25,000.00) threshold for a single vendor, and therefore, require City Commission approval;

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 proper City officials to enter into an agreement, which Agreement is attached as Exhibit “A” and made a part of this Resolution by this reference, with Leigh Robinson Kerr and Associates, Inc. for the Comprehensive Plan Amendment to amend the RAC dwelling unit count, in the amount of Thirty-Three Thousand Dollars (\$33,000.00) which will exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That funding for this agreement is available in Contractual Services Account No. 001-15-01-515-34-10.

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 upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Leigh Robinson Kerr & Associates, Inc., a Florida corporation (the "Consultant"), with an address of 808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. Scope of Services. The Consultant agrees to provide support services ("Services" or "Work") associated with the City's update of its Comprehensive Plan. This Agreement encompasses by this reference, the Consultant's proposal; provided, however that if there is any conflict between the terms of the Agreement and the Consultant's response to City, the Agreement is controlling. The Services assigned may include, but may not be limited to, the following tasks identified in Exhibit 1 (the Proposal), which exhibit is incorporated by reference into this Agreement.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subconsultants and the fees to be paid them by Consultant, prior to any such Subconsultant proceeding with any such work.

3. Term. The term of this Agreement shall be through and including September 30, 2022, or completion of the Comprehensive Plan update, whichever date is sooner.

4. Payment for Services. City agrees to pay Consultant on a monthly basis for actual hours worked on various tasks, based the Fee Schedule attached as Exhibit "A" and incorporated into the Agreement by this reference.

No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

4.1. Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

4.2. Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Consultant monthly for services rendered within thirty (30) calendar days from date of approval of each of Consultant's invoices by the City Manager. If any errors or omissions are discovered in any invoice, City will inform Consultant and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid in compliance with the Florida Prompt Payment law will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

5. Indemnification of City. The Consultant shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant or its Subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Consultant or its Subconsultants in the performance of the work;

(c) liens and claims made by the Consultant or its Subconsultants; and

6. Insurance Requirements. The Consultant shall not commence Work under the contract until Consultant has obtained all insurance required under this Article. The Consultant shall not allow any employee of Consultant or any Subconsultant to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Consultant is responsible for providing such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the contract, including any applicable warranty period, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the

balance of the period of the contract, including any extension of it, and including any applicable warranty period, is in effect. **THE CONSULTANT SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONSULTANT DELAY.**

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Consultant shall be responsible for any deductible amounts.

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- “The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;

WORKERS’ COMPENSATION INSURANCE shall be maintained by Consultant and any Subconsultants during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Consultant (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Consultant, its employees, and Subconsultants.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Consultant shall require any Subconsultants similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Consultant, by furnishing statutory limits Part A, and Employers’ Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

IN NO EVENT SHALL THE CONSULTANT BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONSULTANT OR SUBCONSULTANT EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONSULTANT OR SUBCONSULTANT

EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Consultant has responsibility for notification); and
- Waiver of Subrogation.

7. Assignment of Agreement. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other consultants (the "Supporting Consultants"). The Consultant agrees to use its best efforts to coordinate its services with the services of the Supporting Consultants and further agrees that in the event the rendition of any services of any of the Supporting Consultants is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind. Furthermore, the Consultant shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Consultant shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Consultant is not entitled to costs of acceleration arising out of the delays caused by Supporting Consultants, Consultant shall not be required to accelerate its services where delays have resulted from Supporting Consultants, unless the City agrees to compensate Consultant for such accelerated efforts.

8. Public Records Law. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

Upon completion of Work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.

Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3624
Email:	tschneider@daniabeachfl.gov

9. Termination.

a. Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the Consultant notice by certified mail, return receipt requested, directed to the principal office of the Consultant, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Consultant shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with Consultant.

b. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Consultant twenty (20) days' advance written notice to the Consultant. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Consultant for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

10. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and any Subconsultant) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to any Subconsultants. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City:	Candido Sosa-Cruz, Deputy City Manager
	City of Dania Beach, Florida
	100 West Dania Beach Boulevard
	Dania Beach, Florida 33004

With a copy to: City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Leigh R. Kerr,
Leigh Robinson Kerr & Associates, Inc.,
808 East Las Olas Boulevard, Suite 104,
Fort Lauderdale, Florida 33301.

12. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

13. Bankruptcy. It is agreed upon that if the Consultant is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Consultant will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

14. Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Consultant 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.

14.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement. If suit is filed the Court shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues.

14.2 Operations During Dispute. In the event that a dispute arises between the City and the Consultant relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render services in full compliance with all terms and conditions of this Agreement as required by the City.

15. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

16. Attorney Fees and Costs. If City or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and attorney fees.

17. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

18. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

19. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement 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, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21. Consultant, any Subconsultants and their respective employees and agents shall be and remain independent Consultants and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subconsultants of the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

22. The Consultant understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without City's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

23. Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a “purchasing agent” as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Consultant and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

24. Consultant shall comply with all federal, state and City laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act (“ADA”) eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Consultant’s compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

25. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

26. Consultant agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multi media consultants performing similar services under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2021.

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONSULTANT:
Leigh Robinson Kerr & Associates, Inc., a
Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2021, by _____, as _____ of Leigh Robinson Kerr & Associates, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or produced _____ as identification and did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC
State of Florida

**PROPOSAL
FOR
PROFESSIONAL PLANNING SERVICES**

September 15, 2021

Corinne LaJoie, AICP
Assistant Director, Community Development
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Re: Dania Beach RAC – Comprehensive Plan Text Amendment

Dear Corinne:

Leigh Robinson Kerr and Associates, Inc. are pleased to present this proposal for professional planning services for the above noted property. This proposal will provide the following scope of services:

I. LAND USE PLAN AMENDMENT (LUPA) APPLICATION – TEXT AMENDMENT

We will provide application preparation and technical support for the land use amendment, which will be reviewed by the City and Broward County. Application information will include the following:

- A. Applicant Information
Information on the ownership of the property as well as the rationale for the amendment.

B. Transmittal Information

Information on the local government action, contact, notification procedures for the amendment.

C. Amendment Site Description

1. Written description of the site

We will utilize the legal description provided by client, if required.

2. Maps at scale clearly identifying the amendment location, existing land uses, proposed land uses

D. Existing and Proposed Uses

1. Description of current and proposed local and Broward County Land Use Plan designation(s) for the amendment site/adjacent areas. Describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses.

2. Maximum allowable development under existing land use.

E. Analysis of Public Facilities and Services

1. Potable Water, City Water Use Permit consultant will provide needed support

2. Sanitary Sewer

3. Solid Waste

4. Drainage

5. Recreation and Open Space

6. Traffic Circulation - **If independent study needed, provided by others.**

7. Mass Transit

8. Public Education Analysis

F. Analysis of Natural and Historic Resources

1. Historic Sites or districts on the National Register of Historic Places or locally designated sites.

An independent study is not anticipated. If independent study needed, provided by others.

2. Archaeological sites listed on the Florida Master Site file.
An independent study is not anticipated. If independent study needed, provided by others.
 3. Wetlands
An independent study is not anticipated. If independent study needed, provided by others.
 4. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.
 5. Priority Planning Area. Indicate if the site contains, is located adjacent to or has the potential to impact any "Priority Planning Areas for Sea Level Rise" and if so, how they will be protected or mitigated
 6. Endangered or threatened species or species of special concern. Identify the species and show the habitat location on a map.
An independent study is not anticipated. If independent study needed, provided by others.
 7. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.
An independent study is not anticipated. If independent study needed, provided by others.
 8. Wellfields
 9. Soils
 10. Beach Access - **N/A**
- G. Affordable Housing. – **Proposal by Munilytics Attached**
- H. Land Use Compatibility
- I. Hurricane Evacuation -
- J. Redevelopment -
- K. Intergovernmental Coordination

- L. Consistency with Goals, Objectives and Policies of the Local Plan
- M. Consistency with Broward Next Highlighted Regional Issues and GOPs

II. LUPA MEETINGS

We will provide representation and technical support for meetings with the development team members, client, staff, County officials and Boards, and members of the Florida Department of Economic Opportunity (FDEO) as applicable and necessary. A summary of planned meetings is as follows:

- City staff - To review the Comprehensive Plan amendment
- City Planning and Zoning
- City Commission - Transmittal Public Hearing
- Broward County Planning Council (BCPC) - First Public Meeting
- Broward County Commission Transmittal Hearing
- Broward County Planning Council (BCPC) - Second Public Meeting, if required
- Broward County Commission (BCC) - Adoption Public Hearing
- City Commission – Adoption
- Broward County Planning Council - Recertification
- Coordination of the necessary copies of plan elements required by the FDEO.
- Revisions to the application as may be necessary during the review period.

III. PROFESSIONAL FEES

We propose to provide these services based upon the following fee schedule.

Part I

LUPA Application (fixed).....\$18,000.00

Part II

LUPA Meetings/Revisions (hourly)\$15,000.00

Our hourly rates are as follows:

Principal..... \$175.00/hour
Planner..... \$100.00/hour
Tech/Drafting..... \$100.00/hour

Reimbursable expenses will be billed at direct cost.

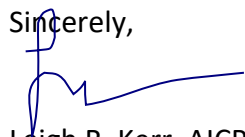
ASSUMPTIONS:

- Survey, provided by others, if required.
- Civil Engineer will be retained by the client, if needed.
- We will provide a schedule of the application fees and when they are needed.
- A Traffic Impact Assessment by a professional traffic engineer is not anticipated. If required, provided by others.
- If detailed environmental is needed, it will be provided by others.
- Public notice costs will be provided by others, if necessary.
- City staff will coordinate Public Involvement Meeting(s)
- City Water Use Permit consultant will supply needed support

We thank you for the opportunity to provide this proposal for professional services. We are prepared to begin work upon receipt of a signed copy of this agreement.

If you should have any questions, or require additional information, please do not hesitate to call.

Sincerely,



Leigh R. Kerr, AICP
President

Accepted by: _____

Print Name: _____

Dated: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT THE RESOLUTION PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2020-2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memorandum: End of Year Budget Amendment, Resolution



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Frank DiPaolo, Finance Director 

SUBJECT: Resolution amending the fiscal year 2020-21 budget providing for additional funding appropriations in the General Fund, Water Fund, and Sewer Fund.

Frank DiPaolo
cfo=frank DiPaolo, cfo=City of Dania Beach,
cfo=Finance Department,
email=fdipaolo@danibeachfl.gov, cfoUS
2021.10.15 11:15:09 -0400

REQUEST

The Finance Department requests approval of a resolution amending the fiscal year 2020-21 budget providing for additional funding appropriations in the General Fund, Water Fund, and Sewer Fund.

BACKGROUND

Upon review of the fiscal year 2020-21 financials, the Finance Department recommends two necessary budget amendments.

Bulk Water and Sewage Processing

The City's water plant currently purchases some of its bulk water from Broward County Water and Wastewater Service (WWS). That raw water is then processed into potable/drinking water and sent to customers throughout the utility system. In addition, the City sends its wastewater (sewage) to the City of Hollywood for processing.

The total invoices for bulk water for FY2020-21 exceeded the budget by \$31,563.89 and total invoices for sewage processing exceeded the budget by \$280,386.31. These costs exceeded the budget due to an increase in water consumption and sewer discharge, precipitated by the increased residential and commercial development in the City. In addition, there are infiltration and inflow (I&I) issues that increase the amount of sewage flow to Hollywood for processing. Public Services is currently planning capital projects to correct the I&I problem.

Police and Firefighter Pension Supplement

Each year, the City receives surplus premium tax funds that must be remitted to the Firefighters' Pension Trust Fund and Municipal Police Officers' Retirement Trust Fund under Florida Statutes Chapter 175 and 185, respectively. The amount is not known until it is received and therefore, is not budgeted. For fiscal year 2020-21, the City received \$167,184.67 for Police and \$291,908.47 for Firefighters which must be remitted to the State within five days of receipt. Therefore, payment must be made before the budget can be amended.



Approve a resolution authorizing a budget amendment providing additional funding for the purchase of bulk water from Broward County Water and Wastewater Services (WWS) and processing of bulk wastewater by the City of Hollywood

ATTACHMENTS

Resolution

BUDGETARY IMPACT

Upon adoption of the Resolution, the following budget amendment will be posted:

General Fund

Appropriation of Funds Sources / Transfer From:

Fire Chapter 175 Florida Statutes Pension Supplement	001-00-00-312-51-00	\$ 167,184.67
Police Chapter 185 Florida Statutes Pension Supplement	001-00-00-312-52-00	<u>291,908.47</u>
Total Sources of Funding		<u>\$ 459,093.14</u>

Appropriation of Funds / Transfer To:

Fire – Pension Supplement (State reimbursement)	001-22-01-522-22-12	\$ 167,184.67
Police – Pension Supplement (State reimbursement)	001-21-01-521-22-11	<u>291,908.47</u>
Total Uses and Appropriations		<u>\$ 459,093.14</u>

Water and Sewer Funds

Appropriation of Funds Sources / Transfer From:

Contingency – Water Utility Services	401-33-01-533-99-10	\$ 31,564.00
Contingency – Sewer Utility Collection	402-35-02-535-99-10	<u>280,387.00</u>
Total Sources of Funding		<u>\$ 311,951.00</u>

Appropriation of Funds / Transfer To:

Utility Services – Water	401-33-01-533-43-10	\$ 31,564.00
Contractual Services – Sewer	402-35-02-535-34-10	<u>280,387.00</u>
Total Uses and Appropriations		<u>\$ 311,951.00</u>

RECOMMENDATION

Approve the resolution amending the fiscal year 2020-21 budget providing for additional funding appropriations in the General Fund, Water Fund, and Sewer Fund.

RESOLUTION NO 2021-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2020-2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2020, the City Commission of the City of Dania Beach adopted a budget for fiscal year 2020-21; and

WHEREAS, the City Administration's end-of-year review of City operations through September 30, 2021 projects an estimated need for additional funding appropriations in the General Fund, Water Fund, and Sewer Fund for consideration by the City Commission;

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

Section 1. That the City Administration is authorized and directed to amend the City's approved fiscal year 2020-21 budget as follows:

General Fund

Appropriation of Funds Sources / Transfer From:

Fire Chapter 175 Florida Statutes Pension Supplement	001-00-00-312-51-00	\$ 167,184.67
Police Chapter 185 Florida Statutes Pension Supplement	001-00-00-312-52-00	<u>291,908.47</u>
Total Sources of Funding		<u>\$ 459,093.14</u>

Appropriation of Funds / Transfer To:

Fire – Pension Supplement (State reimbursement)	001-22-01-522-22-12	\$ 167,184.67
Police – Pension Supplement (State reimbursement)	001-21-01-521-22-11	<u>291,908.47</u>
Total Uses and Appropriations		<u>\$ 459,093.14</u>

Water and Sewer Funds

Appropriation of Funds Sources / Transfer From:

Contingency – Water Utility Services	401-33-01-533-99-10	\$ 31,564.00
Contingency – Sewer Utility Collection	402-35-02-535-99-10	<u>280,387.00</u>
Total Sources of Funding		<u>\$ 311,951.00</u>

Appropriation of Funds / Transfer To:

Utility Services – Water	401-33-01-533-43-10	\$ 31,564.00
Contractual Services – Sewer	402-35-02-535-34-10	<u>280,387.00</u>
Total Uses and Appropriations		<u>\$ 311,951.00</u>

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That this Resolution shall be in force and take effect retroactively to September 30, 2021 upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

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 PROPER CITY OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) DISTRICT FOUR MAINTENANCE MEMORANDUM AUTHORIZING THE CITY TO INSTALL AND MAINTAIN TRANSFORMERS AND ELECTRICAL PARAPHERNALIA ON FDOT LIGHT POLES SO THAT THE CITY CAN INSTALL HOLIDAY LIGHTS; AND AUTHORIZING THE CITY TO ISSUE THE REQUIRED SURETY/SECURITY DEPOSIT OF \$70,000.00 TO FDOT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

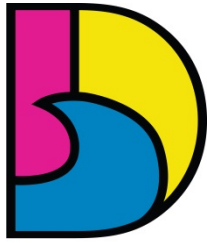
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-ELECTRICPWR-LIGHTPOSTS-MMOA-102621revFJR (1) (2), R-2021- FDOT Maintenance Memorandum to Install and Maintain Transformers and Electrical Paraphernalia on FDOT Light Poles for City Holiday Lights, MMOA Draft_Lighting_Pole_Modification_Dania Beach_ 2021-C-491-00010, 21C-491-00010 CA Draft #2



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, City Manager, ICMA-CM

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Director/City Engineer

SUBJECT: RESOLUTION AUTHORIZING TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT AND PROVIDE SURETY TO INSTALL AND MAINTAIN TRANSFORMERS ON FDOT LIGHT POLES

Request

City Administration is requesting approval of a resolution authorizing to the City to accept a Maintenance Memorandum of Agreement (MMOA) between the Florida Department of Transportation (FDOT) and the City of Dania Beach for the maintenance of the streetlights. Execution of this MMOA, which includes a security deposit, is required by FDOT in order to bring electricity to approximately 100 light poles to enable lit holiday decorations.

Background

The City's continuing efforts towards improving the aesthetics and quality of life for all residents include improving the quality and geographical coverage of the citywide annual holiday decorations. One important element of this initiative is to expand our very limited capacity to install "lit" ornaments on the light poles. Currently, light posts throughout the city do not have the proper voltage (requiring that transformers be installed) or in most cases, the necessary outlet (GFI) to which decoration wiring can be connected. This situation seriously limits the ability to have impactful and attractive "lit up" ornaments and decorations throughout the city.

In order to install GFI's and transformers on the poles, FDOT permit approval is required. During the permit review process, FDOT required conditions as follows:

- 1) Memorandum of Agreement (MOA)
- 2) Surety (security deposit) held in perpetuity in the amount of \$70,000.00, which is a cost estimate to install the GFI receptacles.

The city will retain one of the pre-qualified (RFQ process) electrical contractors, which has the resources and ability to perform the services required to complete the installation of GFI receptacles on nearly 100 light poles to allow for lit decorations in the 2021 holiday season.

\continued...



RESOLUTION AUTHORIZING TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT AND PROVIDE SURETY TO INSTALL AND MAINTAIN TRANSFORMERS ON FDOT LIGHT POLES

Budgetary impact

The cost of the security deposit or surety of \$70,000, to be held in perpetuity, will be funded from the Reserves Account No. 001-271-01-00 to the Streets Maintenance Account No. 001-39-06-541-49-30 Other Current Charges/Obligations Permits and Licenses

Recommendation

City Administration is recommending approval of a resolution authorizing the proper city officials to execute the MMOA, to include a security deposit (surety), between the Florida Department of Transportation (FDOT) and the City of Dania Beach for the maintenance of the streetlights. Execution of this MMOA is required by FDOT as a permit approval condition to bring electricity to approximately 100 light poles, thereby allowing for the installation lit holiday decorations.

RESOLUTION NO. 2021-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT FOUR MAINTENANCE MEMORANDUM AUTHORIZING THE CITY TO INSTALL AND MAINTAIN TRANSFORMERS AND ELECTRICAL PARAPHERNALIA ON FDOT LIGHT POLES SO THAT THE CITY CAN INSTALL HOLIDAY LIGHTS; AND AUTHORIZING THE CITY TO ISSUE THE REQUIRED SURETY/SECURITY DEPOSIT OF \$70,000.00 TO FDOT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach desires to install holiday lighting within the medians and roadways of Dania Beach, including SR5/US-1; and

WHEREAS, SR5/US-1 is owned by the Florida Department of Transportation (FDOT); and

WHEREAS, the City has applied for FDOT Permit No. 2021-C-491-00010, which permit will authorize the City to utilize all the FDOT existing light poles on the FDOT owned roadways, to install new transformers, Ground Fault Circuit Interrupter (GFCI) receptacles, and associated peripherals (the "Features") on the existing FDOT aluminum and concrete light poles along SR5/US-1 Federal Highway from Mile Post (M.P.) 4.200 to 5.920, SR 818 Griffin Rd. from M.P. 6.877 to 10.700, SR 848 Stirling Rd. from M.P. 5.440 to 6.700 and SR 822 Sheridan St. from M.P. 3.650 to 4.585; and

WHEREAS, in order to install the holiday lighting, the City must enter into a maintenance agreement with FDOT, which includes insurance and certain maintenance requirements, and FDOT requires the payment of a surety (security) deposit in the amount of Seventy Thousand Dollars (\$70,000.00), equal to the cost estimate to install the GFCI receptacles; and

WHEREAS, the Public Services Department recommends that the City enter into the attached maintenance memorandum and comply with all required conditions;

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 execute the FDOT District Four Maintenance Memorandum authorizing the City to install and maintain the Features on FDOT light poles so that the City can install holiday lights, which Memorandum is attached and incorporated by reference into this Resolution as Exhibit 1.

Section 3. That the City is authorized to provide the Seventy Thousand Dollar (\$70,000.00) surety to FDOT relating to the installation of the GFI receptacles. A copy of the FDOT surety is attached and incorporated by reference into this Resolution as Exhibit 2.

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 full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SECTION NO.: 86010, 86015, 86016 & 86230
PERMIT NO: 2021-C-491-00010
COUNTY: Broward
State Road: SR-5, SR-818, SR-848, SR-822

**DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT made and entered into this date _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **CITY OF DANIA BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over SR5/US-1 Federal Highway, SR 818 Griffin Road, SR 848 Stirling Road, SR 822 Sheridan Street; and

WHEREAS, the **AGENCY** seeks to install and have maintained by the **AGENCY** certain highway **FEATURES**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR5/US-1 Federal Highway from Mile Post (M.P.) 4.200 to 5.920, SR 818 Griffin Road from M.P. 6.877 to 10.700, SR 848 Stirling Road form M.P. 5.440 to 6.700 and SR 822 Sheridan Street from M.P. 3.650 to 4.585, (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall construct, and the **AGENCY** shall maintain the specific elements constructed under **PERMIT NO. 2021-C-491-00010** as well as all the existing light poles on the associated meter to include but not limited to the new installation of transformers, Ground Fault Circuit Interrupter (GFCI) receptacles, and associate peripherals on existing Florida Department of Transportation (FDOT) aluminum and concrete light poles along SR5/US-1 Federal Highway from Mile Post (M.P.) 4.200 to 5.920, SR 818 Griffin Rd. from M.P. 6.877 to 10.700, SR 848 Stirling Rd. form M.P. 5.440 to 6.700 and SR 822 Sheridan St. from M.P. 3.650 to 4.585 hereinafter called **FEATURES**; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Project Aerial)** and **Exhibit B (Plans)**, which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution Number _____ entered into this date _____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **AGENCY** shall construct, under **Permit No. 2021-C-491-00010**, additional **FEATURES** as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**. The **AGENCY** agrees to maintain the **FEATURES** described herein as: the existing light poles on the associated meter to include but not limited to the new installation of transformers, Ground Fault Circuit Interrupter (GFCI) receptacles, and associate peripherals on existing Florida Department of Transportation (FDOT) aluminum and concrete light poles, as described within **Exhibit A** and **Exhibit B**, within the corporate limits of the **AGENCY**; and

- A. All activities, including the **FEATURES** installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Traffic Control through Work Zones*.
- B. The most current edition of *FDOT Standard Plans (Sight Distance at Intersections)* must be adhered to.
- C. Lateral Offsets as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 must be adhered to.
- D. **FEATURES** shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- E. The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Ave., Ft. Lauderdale, Florida 33309, (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the lighting **FEATURES**.
- F. If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the lighting **FEATURES**. The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph (e)) shall also be notified.
- G. The **AGENCY** shall be responsible to clear all utilities within the improvement limits before construction commences.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **FEATURES** existing and to be installed under **Permit No 2021-C-491-00010** along SR5/US-1 Federal Highway from Mile Post (M.P.) 4.200 to 5.920, SR 818 Griffin Road from M.P. 6.877 to 10.700, SR 848 Stirling Road from M.P. 5.440 to 6.700 and SR 822 Sheridan Street from M.P. 3.650 to 4.585. Maintenance by the **AGENCY** will include inspection, repair, restoration, replacement and general maintenance of the **FEATURES** including but not limited to, attachments, electrical components, hardware, and all standard and non-standard features of the light poles.
- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **FEATURES** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
 - 2) The **FEATURES** shall be kept clean and free from trash and debris. The **FEATURES** shall be kept free of graffiti. The **FEATURES** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.
 - 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **FEATURES**. The **AGENCY's** responsibility to keep the **FEATURES** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, inspection, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain and secure the **FEATURES** in a manner to protect against public accessibility and injury to any person or property.
 - 4) The **AGENCY** shall perform all activities necessary to keep the **FEATURES** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts, or complete replacement of the **FEATURES** (including the poles, standard and non-standard features and any and all other component parts installed as part of the **FEATURES**), and locating (both vertically and horizontally) the **FEATURES**, as may be necessary.
 - 5) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.

- 6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of installation, maintenance and operation of the **FEATURES** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C** (Maintenance Plan Requirements).
- 7) The **AGENCY** shall be responsible to maintain the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining to said **FEATURES** damage to the **AGENCY**, so **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.
- B. The **AGENCY** shall comply with all ADA Laws existing and as may be amended. Adjacent sidewalk areas shall be always accessible. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
- C. All **FEATURES** shall at all times have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **FEATURES** so that members of the public may contact **AGENCY** regarding problems with the **FEATURES**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **FEATURES** existing and to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. The **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans, (e) Manual on Uniform Traffic Control Devices (MUTCD), Florida Building Codes (FBC), and National Electrical Code (NEC), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- E. Any work impacting traffic flow along SR5/US-1 Federal Highway from Mile Post (M.P.) 4.200 to 5.920, SR 818 Griffin Road from M.P. 6.877 to 10.700, SR 848 Stirling Road from M.P. 5.440 to 6.700 and SR 822 Sheridan Street from M.P. 3.650 to 4.585 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in

accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF DANIA BEACH CITY MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. In the event, there is a safety deficiency, the notification will be by phone to the **CITY OF DANIA BEACH CITY MANAGER**, for immediate action. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- a. The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- b. The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- c. If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- d. At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Section 7 of this Agreement, the **DEPARTMENT** or its Contractor's personnel may remove **FEATURES** and restore to previous condition or current **DEPARTMENT** standard and charge the **AGENCY** the reasonable cost of such removal and restoration/replacement. The determination of restoration or replacement will be the sole discretion of the **DEPARTMENT**.

5. CASH DEPOSIT

Throughout the term of this Agreement, the **AGENCY** shall maintain with the **DEPARTMENT** a Cash Deposit in the amount of Seventy Thousand dollars and Zero cents (\$70,000.00), to secure any obligations of the **AGENCY** under this Agreement, including, but not limited to, costs of construction, operation maintenance, repair, relocation, adjustment, or removal of the features. Interest earnings on the Cash Deposit

shall accrue to the **DEPARTMENT**. In the event that **AGENCY** fails to comply with the terms and conditions of this Agreement, the **DEPARTMENT** may recover such sums from the **AGENCY** as are necessary in order to cure the breach, by applying the Cash Deposit. The Cash Deposit shall be held in perpetuity and will not be released until **FEATURES** have been removed and the light poles restored or replaced to a condition acceptable to the sole discretion of the **DEPARTMENT**.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **FEATURES** covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

7. FUTURE AGENCY FEATURES

The **AGENCY** may construct/install additional **FEATURES** within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- 1) Plans for any new **FEATURES** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/or Construction Agreement from the **DEPARTMENT**, as appropriate, for all **FEATURES** including but not limited to holiday decorations/lighting.
- 3) All **FEATURES** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional **FEATURES** installed at no cost to the **DEPARTMENT**.

8. AGREEMENT TERMINATION

Upon termination of this agreement, at the expense of the **AGENCY**, the **AGENCY** shall restore the lighting system to the condition prior to **Permit # 2021-C-491-00010** and/or replace light poles with new **DEPARTMENT** standard light poles if restoration is not to the **DEPARTMENT** satisfaction. The determination of restoration or replacement will be the sole discretion of the **DEPARTMENT**. This Agreement may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures associated with the installation of said

FEATURES, the cost to restore the lighting system to the condition prior to Permit # 2021-C-491-00010. If restoration is not to the **DEPARTMENT** satisfaction in its sole discretion, the **AGENCY** shall replace light poles with new **DEPARTMENT** standard light poles.

- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

9. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the **FEATURES** shall exist.

10. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **FEATURES** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements,

as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Construction Agreement **2021-C-491-00010** and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **FEATURES** not specifically mentioned in this Agreement. The streetlights installed under this project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement or the **AGENCY** does not execute the State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the **FEATURES** and pay all utility costs solely under this Agreement or at the expense of the **AGENCY**, the **AGENCY** shall restore the lighting system to the condition prior to **Permit # 2021-C-491-00010** and/or replace light poles with new **DEPARTMENT** standard light poles if restoration is not to the **DEPARTMENT** satisfaction.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and **IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this Agreement shall be in Broward County, Florida.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

SECTION NO.: 86010, 86015, 86016 & 86230
PERMIT NO: 2021-C-491-00010
COUNTY: Broward
State Road: SR-5, SR-818, SR-848, SR-822

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

The City of Dania Beach
Attention: Dincer Ozaydin, Public Services Director
1201 Stirling Road Dania Beach, FL 33004

17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans
Exhibit C: Maintenance Plan Requirements

SECTION NO.: 86010, 86015, 86016 & 86230
PERMIT NO: 2021-C-491-00010
COUNTY: Broward
State Road: SR-5, SR-818, SR-848, SR-822

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY

City of Dania Beach, a municipal
Corporation of the State of Florida

By: _____ **Date:** _____
Ana M. Garcia, City Manager

ATTEST:

Tom Schneider, City Clerk

Approved as to form

Tom Ansbro, City Attorney

SECTION NO.: 86010, 86015, 86016 & 86230
PERMIT NO: 2021-C-491-00010
COUNTY: Broward
State Road: SR-5, SR-818, SR-848, SR-822

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

Sign: _____
Dawn Raduano, District General Counsel

Date: _____

SECTION NO.: 86010, 86015, 86016 & 86230
PERMIT NO: 2021-C-491-00010
COUNTY: Broward
State Road: SR-5, SR-818, SR-848, SR-822

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

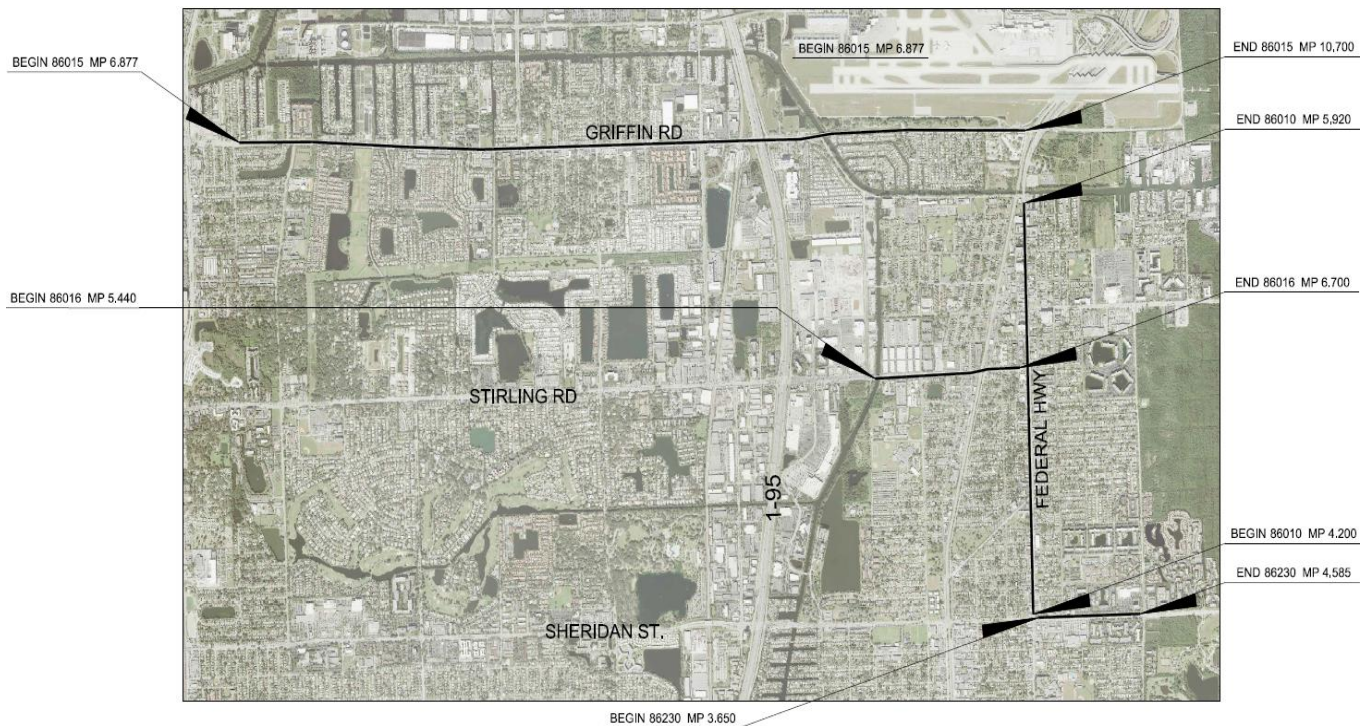
I. Project Location

The **FEATURES** associated with this Agreement are located within the City of Dania Beach in Broward County, Florida along SR5/US-1 Federal Highway from Mile Post (M.P.) 4.200 to 5.920, SR 818 Griffin Road from M.P. 6.877 to 10.700, SR 848 Stirling Road form M.P. 5.440 to 6.700 and SR 822 Sheridan Street from M.P. 3.650 to 4.585.

II. Description

The proposed project consists of new installation of transformers, Ground Fault Circuit Interrupter (GFCI) receptacles, and associate peripherals on existing Florida Department of Transportation (FDOT) aluminum and concrete light poles.

III. Aerial



SECTION NO.: 86010, 86015, 86016 & 86230
PERMIT NO: 2021-C-491-00010
COUNTY: Broward
State Road: SR-5, SR-818, SR-848, SR-822

EXHIBIT B

PLANS

Plans by Jorge R. Cervantes, PE, Calvin, Giordano & Associates, Inc. dated August 30, 2021 as approved by the Department.

PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
15	G0	COVER SHEET
16	G1	SIGNATURE SHEET
17	E1	ELECTRICAL NOTES
18	E2	FEDERAL HWY LIGHT POLE LOCATIONS
19	E3	SHERIDAN ST LIGHT POLE LOCATIONS
20	E4	STIRLING RD LIGHT POLE LOCATIONS
21	E5	GRIFFIN RD LIGHT POLE LOCATIONS
22	E6	GRIFFIN RD LIGHT POLE LOCATIONS

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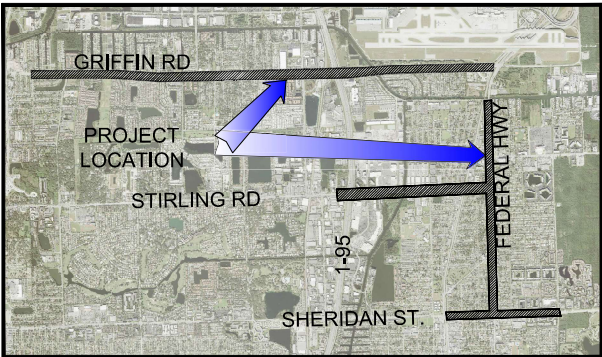
CITY HOLIDAY LIGHTING PROJECT PHASE I

DANIA BEACH, FLORIDA

PROJECT No: 192777
19277710-0-0000.dwg

File Name: C:\Projects\2019\192777 - City of Dania Beach General Services\192777 - City of Dania Beach General Services\19277710-0-0000.dwg - (Plotted by: Katherine Kugaly on Monday, August 30, 2021 8:21:27 AM)

Sheet List Table	
Sheet Number	Sheet Title
G0	COVER SHEET
G1	SIGNATURE SHEET
E1	ELECTRICAL NOTES
E2	FEDERAL HWY LIGHT POLE LOCATIONS
E3	SHERIDAN ST LIGHT POLE LOCATION
E4	STIRLING RD LIGHT POLE LOCATIONS
E5	GRIFFIN RD LIGHT POLE LOCATIONS
E6	GRIFFIN RD LIGHT POLE LOCATIONS



LOCATION MAP
Scale: NTS

CITY OFFICIALS

MAYOR:	TAMARA JAMES
VICE-MAYOR:	MARCO SALVINO, SR
COMMISSIONERS:	JOYCE L. DAVIS
	LORI LEWELLEN
	LAUREN ODMAN
CITY MANAGER:	ANA M. GARCIA

PERMITTING AGENCIES	DATE SUBMITTED	COA INITIALS	DATE APPROVED	PERMIT NUMBER
FDOT UTILITY PERMIT	--	--	--	--
CITY OF DANIA BEACH RIGHT OF WAY PERMIT	--	--	--	--
BROWARD COUNTY NOT APPROVAL	--	--	--	--
FDOT MOT APPROVAL	--	--	--	--

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
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Phone: 954.921.7781 • Fax: 954.921.8807
Certificate of Authorization 514

NOTES:
1. RESPONSIBILITY FOR THE USE OF THESE PLANS FOR ANY PURPOSE PRIOR TO SECURING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THIS PROJECT WILL FALL SOLELY UPON THE USER.

FOR PERMITTING

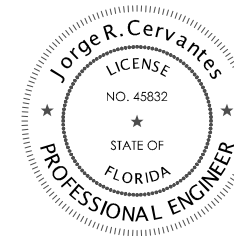
CURRENT REV No.: ---

FOR USER, CERTAIN STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 8802.
THIS FORM HAS BEEN ORIGINALLY DESIGNED AND SEALED BY JORGE R. GORDANO, P.E. ON
THE DATE INDICATED HERE.
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SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 8/30/21



SHEET:
G0

File Name: P:\Projects\2019\192777 Dana Beach General Services\Add Files\Drawings\192777-0-C-SIGN.dwg -- (Plotted by: Katharine Kupaly on Monday, August 30, 2021 8:25:29 AM)



Jorge R
Cervantes:A0141
0C00000177DF1
3A2F600015420

Digitally signed by Jorge R
Cervantes:A01410C0000
0177DF13A2F600015420
Date: 2021.09.21
13:04:08 -04'00'

JORGE R. CERVANTES, STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 45832.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED
BY JORGE R. CERVANTES, P.E. ON THE DATE
INDICATED HERE.

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SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC
COPIES.

CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 ELLER DRIVE, SUITE 600
FORT LAUDERDALE, FLORIDA 33316
954-821-7781

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH THE RULE 61G15-23.004, F.A.C.

ELECTRIC PLANS

Sheet List Table

Sheet Number	Sheet Title
G0	COVER SHEET
G1	SIGNATURE SHEET
E1	ELECTRICAL NOTES
E2	FEDERAL HWY LIGHT POLE LOCATIONS
E3	SHERIDAN ST LIGHT POLE LOCATION
E4	STIRLING RD LIGHT POLE LOCATIONS
E5	GRIFFIN RD LIGHT POLE LOCATIONS
E6	GRIFFIN RD LIGHT POLE LOCATIONS



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CITY HOLIDAY LIGHTING PROJECT

PHASE I
DANIA BEACH, FLORIDA

SIGNATURE SHEET

DATE: 8/30/21

FOR PERMITTING



SCALE
AS SHOWN

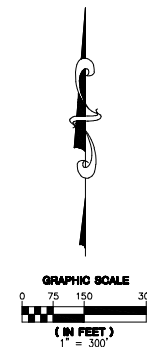
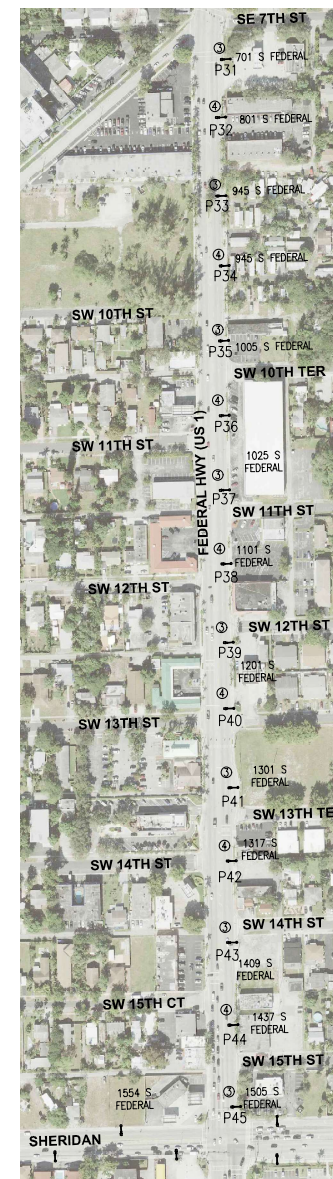
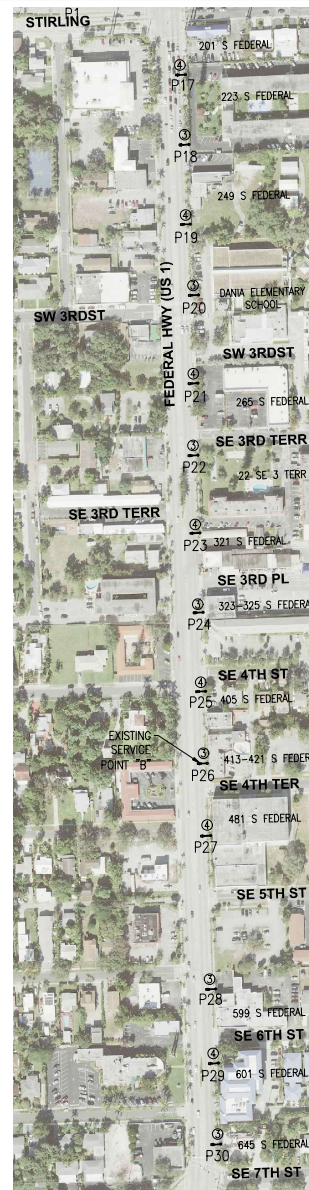
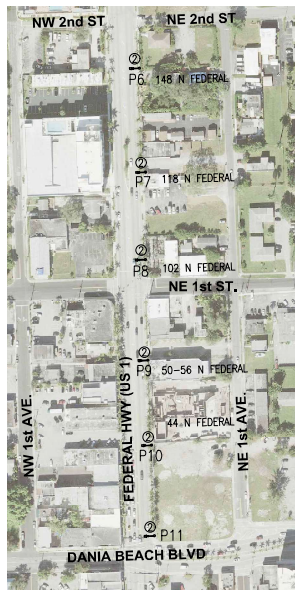
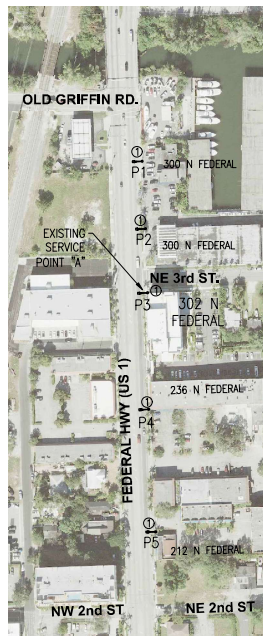
PROJECT NO
192777

SHEET:

G1

17

File Name: P:\Projects\2018\192777 Dania Beach General Services\Add Final\Drawings\192777-0-C-LP.dwg - (Plotted by: Katherine Kugely on Monday, August 30, 2021 8:26:13 AM)



NOTE:

1. CONTRACTOR SHALL REFER TO FDOT STANDARD PLANS (FY 2021-22) MOT STANDARD PLAN INDEX 102-601 (TWO-LANE AND MULTILANE ROADWAY WORK BEYOND THE SHOULDER), 102-602 (TWO LANE AND MULTILANE WORK ON SHOULDER), 102-613 (MULTILANE ROADWAY LANE CLOSURES), 102-615 (MULTILANE ROADWAY, INTERSECTION WORK), 102-661 (BICYCLE LANE CLOSURES) AND 102-660 (SIDEWALK CLOSURE), WHERE APPLICABLE.

PLAN NOTES LEGEND:

- 1 EXISTING FDOT CONCRETE POLE WITH STEP-DOWN TRANSFORMER AND GFCI RECEPTACLE.
- 2 EXISTING FDOT ALUMINUM POLE WITH GFCI RECEPTACLE
- 3 EXISTING FDOT ALUMINUM POLE. PROVIDE AND INSTALL NEW 150W TRANSFORMER AND GFCI RECEPTACLE. SEE FDOT ALUMINUM POLE RECEPTACLE DETAIL.
- 4 EXISTING FDOT STREETLIGHT TO REMAIN AS IS.
- 5 EXISTING FDOT CONCRETE POLE. PROVIDE AND INSTALL NEW 150W TRANSFORMER AND GFCI RECEPTACLE. SEE FDOT CONCRETE POLE RECEPTACLE DETAIL.



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CITY HOLIDAY LIGHTING PROJECT

PHASE I
DANIA BEACH, FLORIDA

FEDERAL HWY LIGHT POLE LOCATIONS

FOR PERMITTING
I, JORGE C. CASARETO, STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 12886, THIS PLAN HAS BEEN CAREFULLY REVIEWED AND SEALED BY JORGE C. CASARETO, P.E. ON THE DATE INDICATED HEREIN.
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DATE: 8/30/21

SCALE
AS SHOWN

PROJECT NO.
192777

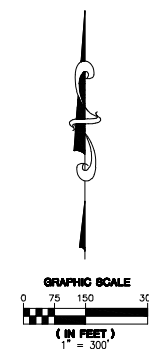


SHEET:
E2

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MATCH LINE SEE BELOW



MATCH LINE ABOVE

NOTE:

1. CONTRACTOR SHALL REFER TO FDOT STANDARD PLANS (FY 2021-22) MOT STANDARD PLAN INDEX 102-601 (TWO-LANE AND MULTILANE ROADWAY WORK BEYOND THE SHOULDER), 102-602 (TWO LANE AND MULTILANE WORK ON SHOULDER), 102-613 (MULTILANE ROADWAY LANE CLOSURES), 102-615 (MULTILANE ROADWAY, INTERSECTION WORK), 102-661 (BICYCLE LANE CLOSURES) AND 102-660 (SIDEWALK CLOSURE), WHERE APPLICABLE.

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- 4 EXISTING FDOT STREETLIGHT TO REMAIN AS IS.
- 5 EXISTING FDOT CONCRETE POLE. PROVIDE AND INSTALL NEW 150W TRANSFORMER AND GFCI RECEPTACLE. SEE FDOT CONCRETE POLE RECEPTACLE DETAIL.

FOR PERMITTING



THIS PLAN HAS BEEN PREPARED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA. THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED ON ALL PLANS. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED BIDDING AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. DATE: 8/30/21

SCALE
AS SHOWN
PROJECT NO.
192777

SHEET
E3

CITY HOLIDAY LIGHTING PROJECT

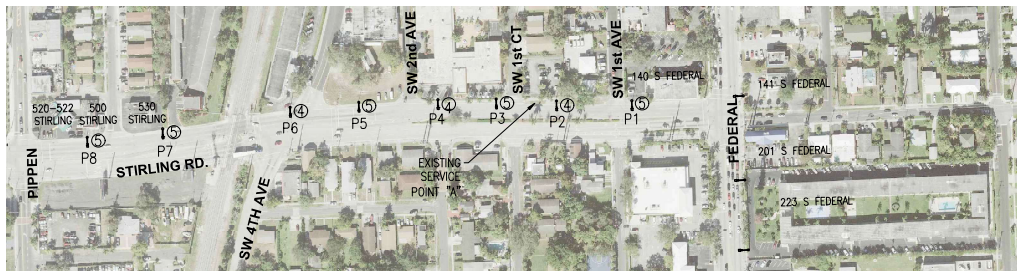
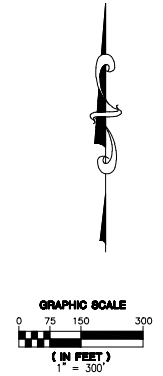
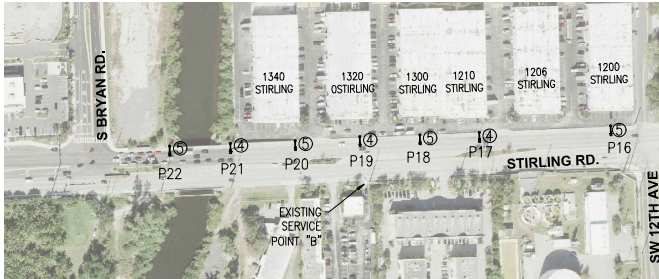
PHASE I
DANIA BEACH, FLORIDA

SHERIDAN ST LIGHT POLE LOCATION



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File Name: P:\Projects\2018\192777-Dania Beach General Services\Add Final Drawings\192777-Utility File Permits\192777-D-C-LP.dwg - (Plotted by: Katherine Kugler on Monday, August 30, 2021 8:26:31 AM)



PLAN NOTES LEGEND:

- ① EXISTING FDOT CONCRETE POLE WITH STEP-DOWN TRANSFORMER AND GFCI RECEPTACLE.
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FOR PERMITTING

APRIL 10, 2021
THIS PERMITS HAS BEEN QUALITATIVELY SIGNED AND SEALED BY JORGE R. GORDANO, P.E. ON THE DATE INDICATED ABOVE.
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DATE: 8/30/21



SCALE: AS SHOWN
PROJECT NO: 192777
SHEET: E4

CITY HOLIDAY LIGHTING PROJECT

PHASE I
DANIA BEACH, FLORIDA

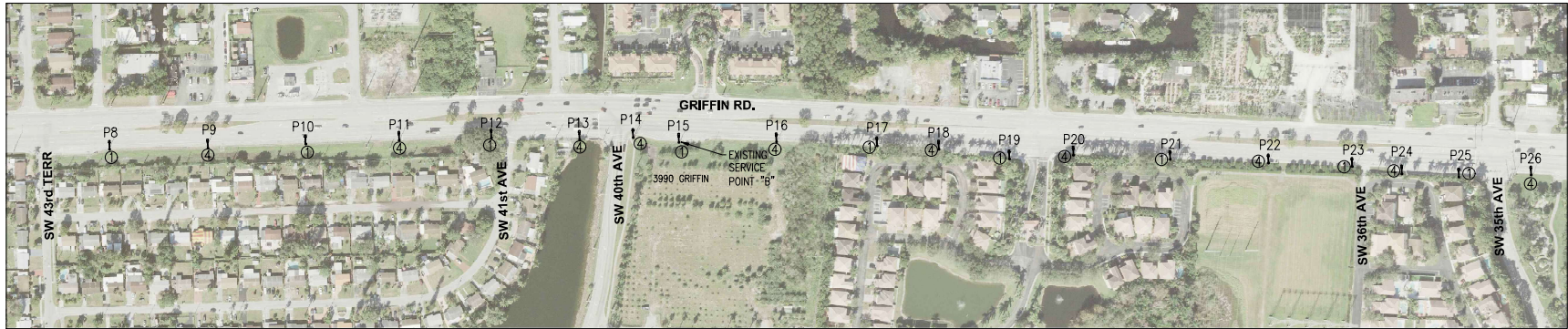
STIRLING RD LIGHT POLE LOCATIONS



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NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY

File Name: P:\Projects\2019\192777-Dania Beach General Services\Add Final Drawings\192777-D-C-LP.dwg - (Plotted by: Katherine Kugler on Monday, August 30, 2021 8:26:42 AM)



NOTE:

1. CONTRACTOR SHALL REFER TO FDOT STANDARD PLANS (FY 2021-22) NOT STANDARD PLAN INDEX 102-601 (TWO-LANE AND MULTILANE ROADWAY WORK BEYOND THE SHOULDER), 102-602 (TWO LANE AND MULTILANE WORK ON SHOULDER), 102-613 (MULTILANE ROADWAY LANE CLOSURES), 102-615 (MULTILANE ROADWAY INTERSECTION WORK), 102-661 (BICYCLE LANE CLOSURES) AND 102-660 (SIDEWALK CLOSURE), WHERE APPLICABLE.

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FOR PERMITTING



NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY



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CITY HOLIDAY LIGHTING PROJECT

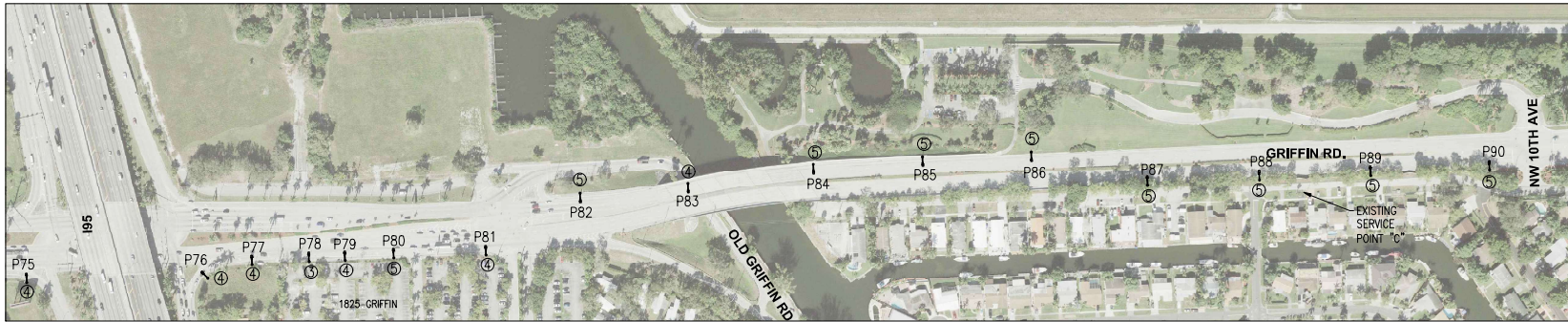
PHASE I
DANIA BEACH, FLORIDA

GRIFFIN RD LIGHT POLE LOCATIONS

JORGE R. SERVANTES, STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 15755
THIS IPRM HAS BEEN DIGITALLY SIGNED AND SEALED BY JORGE R. SERVANTES P.E. ON THE DATE INDICATED HEREIN.
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DATE: 8/30/21

SCALE: AS SHOWN
PROJECT NO: 192777
SHEET: **E5**

File Name: P:\Projects\2018\192777-Dania Beach General Services\Add Final Drawings\192777-0-C-LP.dwg - (Plotted by: Katharine Kugler on Monday, August 30, 2021 10:54:52 AM)

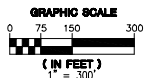


PLAN NOTES LEGEND:

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NOTE:

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2. POLES 73-75 ARE ON I-95 ELECTRICAL SYSTEM FOR PERMITTING



NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY



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CITY HOLIDAY LIGHTING PROJECT

PHASE I
DANIA BEACH, FLORIDA

GRIFFIN RD LIGHT POLE LOCATIONS

SCALE: AS SHOWN
PROJECT NO: 192777
DATE: 8/30/21

811
CALL BEFORE YOU DIG

SHEET:
E6

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this Agreement, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **FEATURES** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

850-040-89
MAINTENANCE
OGC – 07/13
Page 1 of 4

Construction Agreement No.: **2021-C-491-00010**

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Transportation, (3400 West Commercial Blvd, Ft. Lauderdale FL 33309) (hereinafter referred to as the “DEPARTMENT”) and City of Dania Beach, 100 W. Dania Beach Blvd., Dania Beach, FL 33004 (hereinafter referred to as the “Construction Coordinator”).

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 5,822, 848 & 818 Section 86010, 86230, 86016 & 86015 Subsection 000/000 from Begin MP Various to End MP Various Local Name Federal Hwy, Sheridan St., Stirling Rd. & Griffin Rd. located in Broward County (hereinafter referred to as the “Project”); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT’S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT’S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT’S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, and the DEPARTMENT Plans Preparation Manual (“PPM”) Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator’s performance of the Project. Such amount shall be carried in a minimum amount of not less than n/a and 00/100 Dollars (\$ n/a) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than n/a and 00/100 Dollars (\$ n/a) for property damage, or a combined coverage of not less than n/a and 00/100 Dollars (\$ n/a). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator 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 the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Ana M. Garcia Title: City Manager
Office No. 954-924-6800 Ext. 3610 Cell _____ Email agarcia@daniabeachfl.gov

Name Dincer Ozaydin Title Public Services Deputy Director
Office No. 954-924-6800 Ext. 3617 Cell _____ Email dozaydin@daniabeachfl.gov

Mail Address 100 W. Dania Beach Blvd., Dania Beach, FL 33004

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Ana M. Garcia (Print Name)

City Manager (Title)

(Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

Antonio Castro, PE (Print Name)

District 4 Maintenance Engineer (Title)

(Date)

Legal Review:

EXHIBIT A

2021-C-491-00010

I. SCOPE OF SERVICES

Installation of transformers and 120v Weatherproof GFCI receptacles on existing FDOT aluminum and concrete poles so that the City of Dania Beach can install holiday lights on the poles. Poles located on: Griffin Rd. (SR 818), Federal Hwy (SR5), Stirling Rd. (SR 848) and Sheridan St. (SR 822).

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by Jorge R. Cervantes, P.E., EOR for Calvin Giordano and Associates, Inc., and dated 6/29/2021. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION

- Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 241.1 & FDM 240.4.2.7. The request shall be entered into the Lane Closure Information System (LCIS) by the permittee at the following URL address: <https://www.fdotlcis.com/login.aspx>. Each request will be reviewed by the appropriate Department personnel for compliance with contract or permit requirements and coordination with adjacent projects or work activities.
- Preconstruction and Permit Close-Out Inspections Contact Information: This permit is valid only for work proposed within the D.O.T. right-of-way. Contact the *Operations Permit Office* at 954-776-4300 to schedule a pre-construction meeting 48 hours prior commencement of construction. Certification of acceptance and final approval is contingent upon conformity of all work done according to this approved permit and shall be followed up at the end of construction with a final Inspection of the work in FDOT Right-of-way.
- During construction, highest priority should be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.
 - The D.O.T. right-of-way cannot be utilized for staging, storage or mobilization of equipment, supplies and/or vehicles used to perform work for on-site (non-FDOT right-of-way) construction.
 - The D.O.T. roadway, sidewalk, etc. must not be disturbed until the off-site improvements shown on the permit are ready to be constructed. This construction should be completed as soon as possible so as to minimize disruption within the R/W.
 - A copy of this permit and plan will be on the job site at all times during the construction of this facility.
 - Validity of this permit is contingent upon permittee obtaining necessary permits from all other agencies involved.

EXHIBIT A

2021-C-491-00010

- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.
- All materials and construction within the FDOT right-of-way shall conform to the latest FDOT Design Standards and latest Standard Specifications for Road and Bridge construction.
- Annual Holiday Lights seasonal installation will require a General Use permit per each event.

IV. MODIFICATIONS TO BASIC AGREEMENT

The following section shall be modified as indicated below:

- A. Section 12: The DEPARTMENT and Ms. Ana M. Garcia – City Manager of the CONSTRUCTION COORDINATOR may extend the completion date, if mutually agreed to in writing.
- B. Section 17: The following shall be added: Nothing in this agreement shall be interpreted as waiving the CONSTRUCTION COORDINATOR'S sovereign immunity protection as set forth in Section 768.28, Florida Statutes.
- C. Section 23: The following agreement(s) shall be excepted out of section 23 and shall continue to apply:

Date of Agreement/ other Document	Title of Document	Brief description of agreement	FM#
	Lighting Compensation Agreement Amendment	Reimbursement of Power consumption	N/A
	Lighting MOA Amendment	Lighting Maintenance Agreement	N/A

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 CITY MANAGER TO PURCHASE ELEVEN (11) FORD VEHICLES FOR THE PUBLIC SERVICES DEPARTMENT, THE PARKS AND RECREATION DEPARTMENT, THE PARKING ENFORCEMENT DIVISION AND CITY ADMINISTRATION IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND FORTY EIGHT CENTS (\$377,276.48) FROM BOZARD FORD, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA20-VEL28.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE

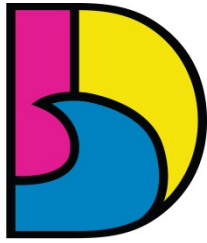
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO LIGHT DUTY VEHICLE PURCHASES BOZARD FSA FY2022 (003), R-2021-Bozard Ford Purchase of 11 Vehicles for Various Departments Under Florida Sheriffs Association Contract, FSA20-VEL28 vehicle specs extracted, bozard quotes final revision FSA20-VEL28.0 FY22



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA – CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director

RE: Retroactive Approval of purchase of vehicles for the Public Services Department, Parks Recreation Department, the Parking Division, and Administration using FSA Contracts FSA20-VEL28.0

Request

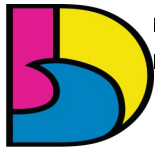
The Public Services Department (PSD) is requesting the purchase of eleven (11) Ford vehicles from awarded vendor Bozard Ford utilizing FSA Contracts FSA20-VEL28.0.

Background

The vehicle purchases for this fiscal year are required to equip new positions and replace aging vehicles across several departments. New initiatives like the Beautification Excellence and Maintenance (BEAM) Team and the Beach Rangers will require additional vehicles, and other purchases address vehicles that have reached a point beyond their useful life. These vehicles have become increasingly unreliable due to age and mileage. All purchases were approved for the current FY2021-22 budget.

Budgetary Impact

The total cost of the eleven purchases is \$377,276.48 (\$290,864.11 from Fleet Maintenance Fund; \$86,412.28 Enterprise Fund) and will be funded by approved FY2021-22 budget appropriations, as summarized below:



**Approval of purchase of vehicles for the Public Services
Department, Parks and Recreation Department, the Parking Division, and Administration
using FSA Contracts FSA20-VEL28.0**

Position/Department	Vehicle Type	Procurement cost	GL Account
Parks and Recreation Assistant Director	Ford Explorer Medium SUV	\$29,543.55	506-39-03-539-64-20
City administration Assistant city manager	Ford Explorer Medium SUV	\$29,543.55	506-39-03-539-64-20
Public Services Facilities Maintenance	Ford Transit van With shelving	\$41,357.31	505-39-02-539-64-00
Public Services Facilities Maintenance	Ford F-250 Utility body	\$41,879.34	505-39-02-539-64-00
Public Services Streets\BEAM	Ford F-250 Liftgate	\$36,086.34	506-39-03-539-64-20
Public Services Streets\BEAM	Ford F-250 Utility body	\$40,281.34	506-39-03-539-64-20
Public Services Landscape Maintenance	Ford F-250 Liftgate	\$36,086.34	506-39-03-539-64-20
Public Services Cemetery	Ford F-250 Liftgate	\$36,086.34	506-39-03-539-64-20
Parking Enforcement	Ford Escape Compact SUV	\$24,301.34	404-45-02-545-64-20
Parking Enforcement Beach Rangers	Ford Ranger Compact Pickup	\$31,055.47	404-45-02-545-64-20
Parking Enforcement Beach Rangers	Ford Ranger Compact Pickup	\$31,055.47	404-45-02-545-64-20
	Grand Total	\$377,276.48	

Recommendation

Public Services recommend that the City Commission approve the resolution for the purchase of eleven vehicles by utilizing awarded vendors and the pricing under the FSA Contracts FSA20-VEL28.0 and for a total cost of \$377,276.48.

RESOLUTION NO. 2021-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE ELEVEN (11) FORD VEHICLES FOR THE PUBLIC SERVICES DEPARTMENT, THE PARKS AND RECREATION DEPARTMENT, THE PARKING ENFORCEMENT DIVISION AND CITY ADMINISTRATION IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND FORTY EIGHT CENTS (\$377,276.48) FROM BOZARD FORD, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA20-VEL28.; 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 she 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, the Director of the Public Services Department has determined that vehicles needed by various City departments can be purchased at the least cost to the City from Bozard Ford utilizing the pricing under the FSA Contract FSA20-VEL28.0, attached as Exhibit "A," a copy of which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the approved Fiscal Year 2021-22 budget provides for the purchase of vehicles to support existing and new staff in the Parks and Recreation Department, the Public Services Department, City Administration, and Parking Enforcement Division;

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 City Manager is authorized to purchase eleven (11) Ford vehicles for the users identified below by utilizing the pricing under the Florida Sheriffs Association (FSA) Contracts 20-VEL28.0 valid through September 30, 2022.

Section 3. That the users are listed below and funding for this purchase is available and appropriated in the FY 2021-2022 budget from the following sources:

Position/Department	Vehicle Type	Procurement cost	GL Account
Parks and Recreation Assistant Director	Ford Explorer Medium SUV	\$29,543.55	506-39-03-539-64-20
City Administration Assistant City Manager	Ford Explorer Medium SUV	\$29,543.55	506-39-03-539-64-20
Public Services Facilities Maintenance	Ford Transit van With shelving	\$41,357.31	505-39-02-539-64-00
Public Services Facilities Maintenance	Ford F-250 Utility body	\$41,879.34	505-39-02-539-64-00
Public Services Streets\BEAM	Ford F-250 Liftgate	\$36,086.34	506-39-03-539-64-20
Public Services Streets\BEAM	Ford F-250 Utility body	\$40,281.34	506-39-03-539-64-20
Public Services Landscape Maintenance	Ford F-250 Liftgate	\$36,086.34	506-39-03-539-64-20
Public Services Cemetery	Ford F-250 Liftgate	\$36,086.34	506-39-03-539-64-20
Parking Enforcement Division	Ford Escape Compact SUV	\$24,301.43	404-45-02-545-64-20
Parking Enforcement Beach Rangers	Ford Ranger Compact Pickup	\$31,055.47	404-45-02-545-64-20
Parking Enforcement Beach Rangers	Ford Ranger Compact Pickup	\$31,055.47	404-45-02-545-64-20
	Grand Total	\$377,276.48	

Section 4. That the City Manager is authorized to purchase the vehicles from Bozard Ford as stipulated above, and the City Commission authorizes the proper City officials to execute such documents as are necessary for the purchase of such vehicles.

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Bid Award

Contract: FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 288, Ford, Escape S FWD, U0F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$20,387.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$20,629.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$21,911.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$20,345.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$20,459.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$21,911.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$20,387.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$20,559.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$21,911.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	\$20,387.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$20,629.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$22,018.00	0.00%	Build	Options

Bid Award

Contract: FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Pickup Trucks - 4X4

Item: 217, Ford, Ranger XL Crew Cab 4x4, R4F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$26,318.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$26,802.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,300.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$26,186.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$26,602.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,300.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$26,286.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,300.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$27,853.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	\$26,316.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,300.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$27,958.00	0.00%	Build	Options

Bid Award

Contract: FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Pickup Trucks - 4X2

Item: 140, Ford, F-250 XL Super Duty Regular Cab SRW , F2A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	\$24,376.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$24,466.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$26,092.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	\$24,376.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$24,466.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$25,874.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$24,466.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$24,652.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$25,874.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	\$24,591.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$24,752.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$25,983.00	0.00%	Build	Options

Bid Award

Contract: FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 293, Ford, Explorer XL RWD, K7B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$26,264.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$26,806.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,617.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$26,264.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$26,606.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,617.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$26,264.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$26,706.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,809.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	\$26,362.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$26,806.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$27,978.00	0.00%	Build	Options

Bid Award

Contract: FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 33, Ford, Transit T-250 Medium Roof Cargo Van RWD, R1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	\$29,018.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$29,059.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$30,206.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	\$29,018.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$29,059.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$29,987.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$29,059.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$29,178.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$29,987.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	\$29,284.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$29,552.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$30,096.00	0.00%	Build	Options

BOZARD
GOVERNMENT SALES

October 6, 2021

DANIA BEACH

THOMAS GOODMAN

757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	7N	SANDSTONE	
		Description	Price
SPEC #338	K7B	2022 FORD EXPLORER XL RWD	\$ 27,977.55
	99H	2.3L ECOBOOST I-4 ENG	INC
	44T	10-SPEED AUTO	INC
		18" WHEELS ALUMINUM	INC
	21F	CARGO AREA MANAGEMENT SYSTEM	\$ 164.00
	16A	FT & SECOND ROW FLOOR LINERS	\$ 159.00
		WINDOW TINTED	\$ 399.00
		SPLASH GUARDS	\$ 260.00
		3K KEY	\$ 399.00
		NEW TAG	\$ 185.00
			\$ 29,543.55

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

October 6, 2021

DANIA BEACH

THOMAS GOODMAN

757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	UM	BLACK	
Interior Vehicle Color	7N	SANDSTONE	
		Description	Price
SPEC #338	K7B	2022 FORD EXPLORER XL RWD	\$ 27,977.55
	99H	2.3L ECOBOOST I-4 ENG	INC
	44T	10-SPEED AUTO	INC
		18" WHEELS ALUMINUM	INC
	21F	CARGO AREA MANAGEMENT SYSTEM	\$ 164.00
	16A	FT & SECOND ROW FLOOR LINERS	\$ 159.00
		WINDOW TINTED	\$ 399.00
		SPLASH GUARDS	\$ 260.00
		3K KEY	\$ 399.00
		NEW TAG	\$ 185.00
			\$ 29,543.55

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Approved

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Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

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WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

October 6, 2021

DANIA BEACH

THOMAS GOODMAN

757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	QH	EBONY	
		Description	Price
SPEC #338	R4F	2022 FORD RANGER 4X4 SUPER CREW 5FT BED 126.8" WB	\$ 27,631.47
	101A	EQUIPMENT GROUP101A	\$ 1,134.00
	99H	2.3L ECOBOOST ENG	INC
	44U	10-SPEED AUTO	INC
	55K	110V AC POWER OUTLET	\$ 119.00
	86S	SPRAY IN BED LINER	\$ 494.00
	66G	AMBER/WHITE LED STROBES	\$ 694.00
		WINDOW TINTED	\$ 399.00
		3K KEY	\$ 399.00
		NEW TAG	\$ 185.00
			\$ 31,055.47
		2 X	\$ 62,110.94

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Approved

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Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

October 6, 2021
DANIA BEACH
THOMAS GOODMAN
757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	VH	DARK EARTH GRAY	
		Description	Price
SPEC #288	UOF	2022 FORD ESCAPE FWD	\$ 22,018.43
	996	1.5L ECOBOOST ENG	INC
	448	8-SPEED AUTO	INC
	47B	EASY ACCESS CARGO SHADE	\$ 134.00
	50C	FT & REAR FLOOR LINERS W/O CARPET	\$ 159.00
	50Q	CARGO MAT	\$ 99.00
	63C	SPLASH GUARDS	\$ 209.00
		WINDOW TINTED	\$ 399.00
		3K KEY	\$ 399.00
		(4) CORNER WHELEN LED VERTEX LIGHTS TO INC SURFACE	\$ 699.00
		NEW TAG	\$ 185.00
			\$ 24,301.43

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

October 6, 2021
 DANIA BEACH
 THOMAS GOODMAN
 757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	AS	MEDIUM EARTH GRAY	
		Description	Price
SPEC #33	R1C	2022 FORD TRANSIT MEDIUM ROOF CARGO VAN 130" W/BASE	\$ 29,284.31
	R1C	148" W/BASE	\$ 2,499.00
	998	3.5L V-6 ENG	INC
	44U	10-SPEED AUTO	INC
		POWER WINDOW & DOOR LOCKS	INC
		BACK UP CAMERA	INC
	53B	H/DUTY TRAILER TOW PKG	\$ 484.00
	66C	D-PILLAR ASSIST HANDLES	\$ 59.00
	15F	FULL REAR COMPARTMENT LIGHTING	\$ 74.00
	16E	FT & REAR VINYL FLOOR COVERING	INC
	58V	AM/FM W/SYNC-3 4" SCREEN (BLUETOOTH)	\$ 279.00
	86F	2 ADDITIONAL KEYS	\$ 74.00
	96D	LOAD AERA PROTECTION PKG	\$ 484.00
		SHELVING (PLUMBING ELECTRICAL)	\$6,337.00
		WHELEN 16" AMBER MINI LIGHTBAR	\$ 899.00
		(4) CORNER STROBES (LED)	\$ 699.00
		NEW TAG	\$ 185.00
			\$ 41,357.31

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

January 6, 2021

DANIA BEACH

THOMAS GOODMAN

757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	AS	MEDIUM EARTH GRAY	
		Description	Price
SPEC #140	F2A	2022 FORD F-250 REG CAB 142" 8FT BED	\$ 24,591.34
	996	6.2L V-8 ENG	INC
	44S	6-SPEED AUTO	INC
		LT245/75RX17E BSW TIRES	INC
	90L	POWER WINDOW & DOOR LOCKS	INC
	63R	REAR STABILIZER BAR	\$ 124.00
	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
		H/DUTY TRAILER HITCH	\$ 1,299.00
	18B	RUNNING BOARDS	\$ 319.00
	872	REAR VIEW CAMERA & PREP KIT	\$ 414.00
		SPRAY IN BED LINER (NO BOX TOPS)	\$ 796.00
	66S	UPFITTER SWITCHES	\$ 164.00
	913	SYNC 3 (BLUETOOTH)	\$ 449.00
	61L	FT WHEELS WELL LINERS	\$ 179.00
		(1) SPARE KEY FOB	\$ 399.00
	UTILITY	SERVICE BODY	\$ 8,999.00
		CAB SHIELDS BLACK POWERER COATED WITH MASH WINDOW	\$ 799.00
	91G	AMBER-WHITE 360 DEG LED STROBES	\$ 599.00
		(4) CORNER WHELEN LED VERTEX LIGHTS TO INC SURFACE	\$ 696.00
		MOUNT (SPLIT AMBER/WHITE)	INC
		NEW TAG	\$ 185.00
			\$ 40,281.34

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

October 6, 2021

DANIA BEACH

THOMAS GOODMAN

757-375-7801

tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	AS	MEDIUM EARTH GRAY	
		Description	Price
SPEC #140	F2A	2022 FORD F-250 REG CAB 142" 8FT BED	\$ 24,591.34
	996	6.2L V-8 ENG	INC
	44S	6-SPEED AUTO	INC
		LT245/75RX17E BSW TIRES	INC
	90L	POWER WINDOW & DOOR LOCKS	INC
	63R	REAR STABILIZER BAR	\$ 124.00
	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
		H/DUTY TRAILER HITCH	\$ 1,299.00
	18B	RUNNING BOARDS	\$ 319.00
	872	REAR VIEW CAMERA & PREP KIT	\$ 414.00
		SPRAY IN BED LINER (NO BOX TOPS)	\$ 796.00
	66S	UPFITTER SWITCHES	\$ 164.00
	913	SYNC 3 (BLUETOOTH)	\$ 449.00
	61L	FT WHEELS WELL LINERS	\$ 179.00
		(1) SPARE KEY FOB	\$ 399.00
	UTILITY	SERVICE BODY	\$ 8,999.00
		SLIDING BED COVER PAINTED WHITE	\$ 2,996.00
		(4) CORNER WHELEN LED VERTEX LIGHTS TO INC SURFACE	\$ 696.00
		MOUNT (SPLIT AMBER/WHITE)	INC
		NEW TAG	\$ 185.00
			\$ 41,879.34

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

October 6, 2021
 DANIA BEACH
 THOMAS GOODMAN
 757-375-7801
tgoodman@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 20-VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	AS	MEDIUM EARTH GRAY	
		Description	Price
SPEC #140	F2A	2022 FORD F-250 REG CAB 142" 8FT BED	\$ 24,591.34
	996	6.2L V-8 ENG	INC
	44S	6-SPEED AUTO	INC
		LT245/75RX17E BSW TIRES	INC
	90L	POWER WINDOW & DOOR LOCKS	INC
	471	CAMPER PKG (REAR STABILIZER BAR)	\$ 159.00
	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
		H/DUTY TRAILER HITCH	\$ 1,299.00
	18B	RUNNING BOARDS	\$ 319.00
	872	REAR VIEW CAMERA & PREP KIT	\$ 414.00
	85S	SPRAY IN BED LINER (NO BOX TOPS)	\$ 594.00
	66S	UPFITTER SWITCHES	\$ 164.00
	913	SYNC 3 (BLUETOOTH)	\$ 449.00
	61N	FT& REAR WHEELS WELL LINERS	\$ 325.00
		(1) SPARE KEY FOB	\$ 399.00
		1300# TOMMY GATE G2 60X72X27 ALIUMINUM	\$ 4,825.00
		CAB SHIELDS BLACK POWERER COATED WITH MASH WINDOW	\$ 799.00
	91G	AMBER-WHITE 360 DEG LED STROBES	\$ 599.00
		(4) CORNER WHELEN LED VERTEX LIGHTS TO INC SURFACE	\$ 696.00
		MOUNT (SPLIT AMBER/WHITE)	INC
		NEW TAG	\$ 185.00
			\$ 36,086.34
		3 X	\$ 108,259.02

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Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

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 CITY MANAGER TO PURCHASE A HYDRO EXCAVATION TRUCK FROM JET-VAC EQUIPMENT COMPANY, LLC FOR THE PUBLIC SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY FIVE THOUSAND NINETEEN DOLLARS AND SEVENTY-ONE CENTS (\$425,019.71), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER SOURCEWELL, A MINNESOTA GOVERNMENTAL ENTITY, CONTRACT NO. 122017-SCA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

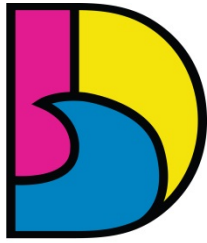
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-JETVAC-TRUCKPURCHASE-F22-10-26-21-rev1, R-2021- Jet-Vac Equipment Company Purchase of Hydro Excavation Truck Utilizing Pricing Under Sourcewell Contract, Sourcewell Cover Letter Contract, Q2021-626 City of Dania Beach - 900-ECO 12 Yard, Q2021-417 City of Dania Beach - Pacific Tek PV100



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA – CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director

**RE: Retroactive Approval of purchase of equipment for the Public Services
Department from Jet-Vac equipment Company LLC. using Sourcewell Contract
122017-SCA**

Request

The Public Services Department (PSD) is requesting the purchase of Sewer Equipment of America hydro excavation machine mounted on a Freightliner chassis from Jet-Vac Equipment Company LLC at a cost of \$425,019.71.

Background

The city relies heavily on hydro excavation to maintain the utilities infrastructure. Our hydro excavation trucks also serve as an emergency dewatering mechanism in the event of flooding. This truck would facilitate our dewatering efforts with additional capacity while also allowing uninterrupted response to utilities repair. The Jet-Vac truck will be critical in providing redundancy, as the Department's other vacuum trucks require servicing on a more frequent basis due to their age. This purchase is included in the approved in the FY22 budget.

Budgetary Impact

The total cost of this equipment purchase is \$425,019.71 (\$140,256.50 From each utilities related enterprise fund) and will be funded by approved FY2021-22 budget appropriations, as summarized below:

Position/Department	Vehicle Type	Procurement cost	GL Account
Public Services	Sewer Equipment 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner	\$425,019.71	402-35-02-535-64-20 401-33-02-533-64-20 403-38-01-538-64-20



**Resolution for the Approval of purchase of equipment for the Public Services
to be purchased from Jet-Vac equipment Company LLC. using Sourcewell Contract 122017-
SCA**

Recommendation

Public Services recommend that the City Commission approve the resolution for the purchase of a Jet-Vac truck by utilizing awarded vendors and the pricing under Sourcewell Contract 122017-SCA for a total cost of \$425,019.71.

RESOLUTION NO. 2021-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A HYDRO EXCAVATION TRUCK FROM JET-VAC EQUIPMENT COMPANY, LLC FOR THE PUBLIC SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY FIVE THOUSAND NINETEEN DOLLARS AND SEVENTY-ONE CENTS (\$425,019.71), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER SOURCEWELL, A MINNESOTA GOVERNMENTAL ENTITY, CONTRACT NO. 122017-SCA; 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 she 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, the Director of the Public Services Department has determined that a hydro excavation truck vehicle and equipment needed by the City can be purchased at the least cost to the City by entering into an agreement with Jet-Vac Equipment Company, LLC, utilizing the pricing under Sourcewell, a Minnesota governmental entity, Contract No. 122017-SCA, which agreement is attached as Exhibit "A," a copy of which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the approved budget provides for the purchase of a hydro excavation truck;

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 City Manager is authorized to purchase a hydro excavation truck for the Public Services Department from Jet-Vac Equipment Company, LLC by utilizing the pricing under the Sourcwell Contract 122017-SCA valid through February 20, 2022.

Section 3. That funding for this purchase is available and appropriated in the FY 2021-2022 budget from the following sources:

Position/Department	Vehicle Type	Procurement cost	GL Account
Public Services	Sewer Equipment 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner	\$425,019.71	402-35-02-535-64-20 401-33-02-533-64-20 403-38-01-538-64-20

Section 4. That the City Manager is authorized to purchase the vehicle utilizing the Sourcwell contract as stipulated above, and the City Commission authorizes the proper City officials to execute such purchasing documents as are necessary for the purchase of the vehicle.

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
JET-VAC EQUIPMENT COMPANY, LLC, FOR THE PURCHASE OF A
HYDRO EXCAVATION TRUCK UTILIZING THE PRICING UNDER THE
SOURCEWELL CONTRACT NO. 122017-SCA**

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Jet-Vac Equipment Company, LLC, a South Carolina limited liability company (“Vendor”) authorized to transact business in Florida, whose mailing address is 5746 Broad Street, Sumter, South Carolina 29154.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The City has determined that the purchase of a Hydro Excavation Truck can be purchased at the least cost to the City by utilizing the Sourcewell Contract No. 122017-SCA, a copy of which contract is attached as Exhibit “A” and made a part of and is incorporated into this Agreement by this reference, through Jet-Vac Equipment Company, LLX which is valid through February 20, 2022.
2. That the cost of the Hydro Excavation Truck and related equipment can be purchased in amount not to exceed Four Hundred Twenty Five Thousand Nineteen Dollars and Seventy One Cents (\$425,019.71) as shown in the Price Quotes, which quotes are attached as composite Exhibit “B” and are made a part of and are incorporated into this Agreement by this reference.
3. The Price Quotes shall be considered a part of this Agreement between the City and the Vendor; provided, however, that if Vendor contracts with any other governmental agency in Florida and rates are lower than those afforded to any city for these same purchases, then the Vendor shall provide such lower rates to the City.
4. That in all other respects, the terms of Exhibit “A” and composite Exhibit “B” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

THOMAS J. ANSBRO, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

VENDOR:

**JET-VAC EQUIPMENT COMPANY,
LLC**

**a South Carolina limited liability
company**

Signature

PRINT Name

Title

Dated: _____, 2021

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2021,
by _____, as _____ of
Jet-Vac Equipment Company, LLC, a South Carolina company, authorized to transact business in
Florida. He/she is personally known to me or has produced _____ as
identification.

Notary Public, State of _____

Print Name

My Commission Expires:



Sourcewell Formerly NJPA, Sewer Equipment Company of America, and Jet-Vac Equipment Company, LLC have come together to offer the 30 minute equipment purchasing solution for your government agency.

Sourcewell Formerly NJPA has solicited bids on behalf of its members in the category of Sewer Vacuum, Hydro Excavation, and/or Street Sweeper Equipment with Related Accessories and Supplies. Fourteen respondents were graded on a 1000 point scale in categories such as price, warranty terms, product quality, ecofriendly practices, value added attributes, and product selection. Based on its point total, Sewer Equipment Company of America has been awarded contract 122017-SCA which includes all of our products in the following categories:

- Mongoose and Sewer Equipment Truck Jets
- Mongoose and Sewer Equipment Trailer Jets
- Ram-Vac Catch Basin Cleaner and Combination Trailers
- Ram-Vac Hydro Excavation Trucks and Trailers
- Sewer Equipment of America Combination Machines and Jet Trucks / Trailers
- Sewer Equipment Easement Machines
- Sewer Equipment Rodders and Bucket Machines
- Smart Sewer Cleaning Nozzles
- VacMaster by Sewer Equipment Air Excavators

The most commonly asked question is, “Am I able to use the results of this bid to purchase my equipment?” The answer is YES, and it is based on two important, but simple principles:

1. The joint powers provision, present in every state law, dictates that what two units of government can individually do for themselves, one can do for the other. In essence, Sourcewell Formerly NJPA has conducted a competitive bid, and your government agency can use the results.
2. Sourcewell Formerly NJPA is a government entity. All Sourcewell Formerly NJPA employees are public employees who are required to pay into the Public Employment Retirement Association (PERA) through payroll deduction.

After choosing your desired equipment and receiving a Sourcewell Formerly NJPA price quotation from Jet-Vac Equipment Company, LLC, simply follow these steps:

1. If your municipality or organization is not already a member, sign up for your no cost, no obligation membership by clicking the maroon “join now” icon on the Sourcewell Formerly NJPA home page: <https://sourcewell-mn.gov/cooperative-purchasing/122017-sca#tab-products-and-services> you will receive your membership number within 24 hours.
2. Issue a purchase order to Jet-Vac Equipment Company, LLC referencing Sewer Equipment Company of America contract # 122017-SCA and your membership number.

That’s it! Sourcewell Formerly NJPA, Sewer Equipment Company of America, and Jet-Vac Equipment Company, LLC will handle the rest.



5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
9/30/2021	Q2021-626

Name / Address
City of Dania Beach Attn: Accounts Payable EMAIL TO: ap@daniabeachfl.gov

PLEASE VERIFY SHIP TO ADDRESS		
Dania Beach, City of 100 W Dania Beach Dania Beach, FL 33004		
Phone	954-924-6898	Fax

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Terms	Due on receipt - EQUIP...	Rep	TTG	FOB Shipping Point	Delivery
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Description	Qty	Amount	Total
SOURCEWELL Formerly NJPA CONTRACT #122017-SCA Sewer Equipment 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner Includes: Vacuum System: 4400 CFM Blower, 8" Vacuum Hose system 18" Hg vacuum rating, Dual Cyclone Separator, Dual Element 10 Micron Final Filter, Remote Vacuum Relief, Analog Vacuum Display, (6) Tube / Tube Rack Boom: Telescoping Boom System, Telescoping Reach 17' 2" to 27' 2", Hydraulic Powered Boom, 180° Working Radius, Boom Joystick Control Debris Tank: 12 Cubic Yard Capacity Exten Steel Construction, Debris Level Indicator, Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER), Dual Ported Rear Door w/ Knife Valve, Dump Height 60", Hydraulic Open/Close/Lock Door Water System: *UPGRADE 1500 Gallon Capacity (ADDNT'L 200 gallon tank between rails) Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty, *UPGRADE TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2500 PSI (includes drain valves), 2.5" Hydrant Fill system, Air Purge Valve, Variable Volume Delivery, Low Water Warning Light, Analog Pressure Display, Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel, Hour Meter (Blower & Water Pump), Military Spec. Sealed Switches Truck:	1	321,448.00	321,448.00T

Subtotal

Total

**This Estimate may not include applicable freight
charges unless specified**

FINANCING AVAILABLE



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Description	Qty	Amount	Total
Mounting to Approved Chassis, (1) Alum Toolbox 24"x42"x100" - Behind Cab, LED D.O.T. Approved Lighting, Tow Hooks Hose Reel & Hose: Front Mounted Telescoping & Rotating w/ 800' X 1" Hose Capacity, 10' Leader Hose, Single Side Controls Accessories: (3) 8" x 6' Extension Tube, (1) 8" X 4' Extension Tube, (1) 8" x 6' Crowned Suction Nozzle, (1) 6" x 10' Flat Discharge Hose, (6) Quick Clamps, BB Hose Guide, Tri-Star (chisel point) nozzle, DD (high flow) nozzle, Finned Nozzle extension, Nozzle Rack (Mounted midship toolbox), 25' Fill Hose, Upstream Pulley Guide, Washdown gun, Cleaner, Tip, Torch, Small, (1) Hydrant Wrench, (1) Paper Owner's Manual AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION FOOTAGE METER (mounted on jet hose reel) SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) *600* FT DIGITAL WATER TANK LEVEL GAUGE WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons) (2) FILL HOSE STORAGE RACK STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) (Confirm chassis horsepower requirements) LATERAL LINE CLEANING KIT (200' X 1/2" hose with nozzle; includes addition of 1200 psi auxiliary cleaning circuit and mounting on front			

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Terms	Due on receipt - EQUIP...	Rep	TTG	FOB Shipping Point	Delivery
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Description	Qty	Amount	Total
bumper drivers side) CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship) *Additional Extension Wand w/ High Flow Quick Connect *Additional Rotary Digging Wand w/ High Flow Quick Connect - (Must Select Flow Rate) *Linear Digging Wand w/ High Flow Quick Connect - (Must Select Flow Rate) *Rear toolbox group w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) *(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder *ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX LONG HANDLED TOOL STORAGE (Includes (2) 4" TUBES & 63.75"x17.25"x12" CABINET) DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800 gpm located on rear door of debris box, includes swing out decant screen) (Torque PTO Bolts & Studs @ 50ft-lbs) "DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Note: Tied to vacuum relief and opens vacuum relief valve." *Variable Vacuum Control Valve (Located at Midship Station) - Recommended for Hydroexcavation operation Dual Variable Vacuum Control Valve (Located at both Hose Reel & Midship Stations) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)			

Subtotal

Total

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Description	Qty	Amount	Total
ADDITIONAL 6" KNIFE VALVE ON REAR DOOR COMPLETE (in addition to standard valve) DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield) WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch) WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote is not in docking station) ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab) (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard) LED ARROW BOARD (factory standard) LED MANHOLE AREA WORK LIGHT LED CURBSIDE BODY MOUNTED WORK LIGHT LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard) LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR (4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers) SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER CENTRAL LUBRICATION SYSTEM USB OPERATORS MANUAL			

Subtotal

Total

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Description	Qty	Amount	Total
VANGUARD SANITIZING SYSTEM - (Includes sewer hose clamp on sanitizer nozzle and separate washdown system with 50ft of hose and spray nozzle mounted on a retractable reel) Provided by JV			
3% Sourcewell Discount		-9,913.29	-9,913.29
Shipping & Handling	1	2,500.00	2,500.00
Freightliner 114SD Cummins 370HP - Tandem Axle	1	110,985.00	110,985.00T
Total sales tax calculated by AvaTax		0.00	0.00
			0.00

This Estimate may not include applicable freight charges unless specified

Subtotal	\$425,019.71
Total	\$425,019.71

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ESTIMATE

Date	Estimate #
9/30/2021	Q2021-417

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Description	Qty	Amount	Total
Pacific Tek Power Vac Excavator PV100-PT1000 to Include the Following:	1	66,592.00	66,592.00T
VACUUM			
- 100 gallon angled mounted debris tank			
- 380 CFM blower set for relief at 15" of vacuum			
- Baffled blower silencer			
- 10 micron vacuum filter element			
- 3" x 25' vacuum hose and 5' pick-up wand attachment			
- 5" sight glass			
VALVE EXERCISER			
- PT-1000SH Slide Head valve exerciser			
- Mounted on rear deck of over-axle trailer			
- 8' slide reach and up to 250 degree rotation			
- 850 ft-lb of torque			
- 15 gallon hydraulic oil reservoir			
- Electric fan hydraulic oil thermal transfer			
- Flat face quick connect ports for Class II Hydraulic tool circuit (hose not included)			
- Telescoping valve key 5'-8' and valve stem socket adaptor			
- Valve exerciser LED bar			
SWIVEL HEAD ADAPTOR			
- Hangs from Valve Exerciser head for uneven surface to valve operation			
- For adapting 1-1/2" valve keys (standard for PT1000 & PT26)			

Subtotal

Total

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Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
9/30/2021	Q2021-417

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Description	Qty	Amount	Total
Ai FUNCTION - Automated Intelligence Valve Cycle Controller - Automatically and safely cycle through exercising valves - Includes weather resistant digital display touch screen controller - Data port included PRESSURE WASHER - 2500 PSI @ 3 GPM pressure washer system - Electric switch clutch engaged belt powered pump - 50' hose on reel - 100 gallon water holding tank mounted under trailer deck - Wash wand with quick connect spray nozzles - Anti-Siphon air gap filler ANTI FREEZE KIT DRIVE ONE POWER - Vacuum is belt-drive powered by a single 26.5 electric start Gas engine - Valve Exerciser pump and water pump are electric switch clutch engaged - 6 gallon aluminum fuel cell TRAFFIC DIRECTOR FOR PV100 & PV150 - LED amber traffic director - 4 function with Daytime/Nighttime options			

Subtotal

Total

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Description	Qty	Amount	Total
- Mounted on a custom frame that also contains the pressure washer wand, vacuum hose and pick-up tube for travel - Controller is housed in a weather resistant box			
TRAILER			
- 5200# GVWR Single Axle - Electric brakes			
Tank and trailer powder coated Pacific Tek Safety Yellow			
Valve Turner LED Lamp			
Telescoping Valve Key			
- Extends 3' to 5'			
- 1-1/2" square on one end, 2" square on the other end			
- Aluminum construction			
Spare Tire Mount and Spare tire with white rim to match trailer			
Cone Holder Post			
- Allows for up to 6 small to medium sized traffic cones - Mounted to trailer tongue or mounted on bed of trailer			
Total sales tax calculated by AvaTax		0.00	0.00
			0.00

Subtotal \$66,592.00

Total \$66,592.00

This Estimate may not include applicable freight charges unless specified

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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

RESOLUTION NO-

TO ADOPT AND APPROVE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UNDER-GROUNDINGS OF THE BEACH ELECTRICAL SERVICES PROJECT UNDER INVITATION TO BID (“ITB”) NO. 21-009, AUTHORIZING THE RECISSION OF RESOLUTION 2021-097 TO AWARD THE ITB TO HYPOWER, INC. DUE TO A PRICE INCREASE NOT CONTEMPLATED IN THE AWARD; AND AUTHORIZING THE AWARD OF THE ITB TO UNITEC, INC.; IN THE AMOUNT OF TWO HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$289,137.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

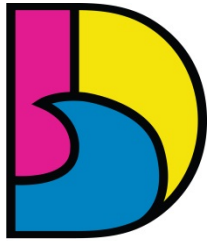
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ITB-UNDERGROUND-SECOND_AWARD-10-5-21 FJR. docx, R-2021- Under-Groundings of Beach Electrical Services Project (ITB 21-020) Award to Unitec, Inc. - Rescinding R-2021-097 Award to Hypower, Inc. (ITB 2, 21-0921 Cartaya evaluation of 21-020 bids and recommendation, R-2021-097 Hypower Inc. Bid Award for Undergrounding of Beach Electrical Services Project (ITB 21-009) executed



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 28, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Public Service Director/City Engineer

RE: Authorization to Award Re-bid ITB-No. 21-020 "Undergrounding of Beach Electrical Services"

Request

City Administration is requesting authorization to rescind Resolution 2021-097 awarding ITB 21-009 to Hypower, Inc. and to adopt a resolution authorizing the award of ITB No. 21-020 to Unitec, Inc. for the undergrounding of FPL electric lines located at the beach.

Background

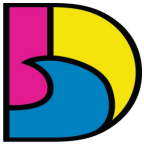
The Dania Beach Ocean Park Master identified the undergrounding of utilities along the beach as an element of Phase II. FPL, Comcast, and AT&T utility lines are on the utility poles along the beach.

Approval to advertise and solicit bids for various components of the Beach Revitalization Project was granted via Resolution 2018-134, adopted on September 25, 2018. On June 22, 2021, the City Commission awarded ITB-020 "Undergrounding of Beach Electrical Services" to Hypower Inc via Resolution 2021-097. After being awarded, Hypower, Inc. demanded and estimated 25% contract amount increase due to changes in the cost of materials. The Bid Committee decided to reject the contract price increase and rebid the project.

The rebid of Invitation to Bid (ITB) was advertised in the Sun-Sentinel on August 9, 2021, and posted on the City's website and Demand-Star. The City received three (3) responses which were opened publicly on September 10, 2021. The ITB evaluation committee and the consulting project engineer reviewed all proposals from bidders:

1. Unitec, Inc.	\$289,137.00
2. Team Contracting Inc.	\$394,050.15
3. Arc Electric, Inc.	\$570,091.59

The Committee endorses the recommendation of the consulting project engineer in the selection of Unitec Inc., as the lowest most responsive and responsible bidder. The consulting engineer's recommendation of the award is attached.



DANIA BEACH
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Authorization to Award Rebid ITB-No. 21-020 "Undergrounding of Beach Electrical Services"

Budgetary Impact

The total cost of the project is \$289,137.00. Funding is available in the Capital Projects Fund Beach Revitalization Project Account No. 301-72-60-572-63-10.

Recommendation

City Administration recommends approval to rescind Resolution 2021-097 awarding ITB 21-009 to Hypower, Inc. and to adopt a resolution authorizing the award of ITB No. 21-020 to Unitec, Inc. for the undergrounding of FPL electric lines located at the beach for an amount not to exceed \$289,137.00.

RESOLUTION NO. 2021-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UNDER-GROUNDINGS OF THE BEACH ELECTRICAL SERVICES PROJECT UNDER INVITATION TO BID (“ITB”) NO. 21-009, AUTHORIZING THE RECISSION OF RESOLUTION 2021-097 TO AWARD THE ITB TO HYPOWER, INC. DUE TO A PRICE INCREASE NOT CONTEMPLATED IN THE AWARD; AND AUTHORIZING THE AWARD OF THE ITB TO UNITEC, INC.; IN THE AMOUNT OF TWO HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$289,137.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2018, the City Commission of the City of Dania Beach adopted Resolution No. 2018-134 authorizing the Public Services Department (PSD) to issue an Invitation to Bid (“ITB”) for the Undergrounding of the Beach Electrical Services Project; and

WHEREAS, on June 22, 2021, the City of Commission of the City of Dania Beach adopted Resolution No. 2021-097 to award ITB No. 21-009 to Hypower, Inc.; and

WHEREAS, Hypower, Inc. demanded an estimated 25% contract amount increase due to changes in the cost of materials leading the Bid Committee to reject the contract price increase and rebid the project; and

WHEREAS, the re-bid of ITB No. 21-020 was advertised in the Sun-Sentinel on August 9, 2021, and posted on the City’s website and Demand-Star; and

WHEREAS, three (3) responses were received on September 10, 2021, from the re-bid of ITB No. 21-020 and evaluated by the City’s Selection Committee and the project consulting engineer:

- | | |
|--------------------------|-------------------|
| 1. Unitec, Inc. | \$289,137.00 |
| 2. Team Contracting Inc. | \$394,050.15 |
| 3. Arc Electric, Inc. | \$570,091.59; and |

WHEREAS, the Committee’s assessment of the bid packages provided by the respondents resulted in the selection of Unitec, Inc., as the lowest, most responsive and responsible bidder;

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 of Dania Beach City Commission rescinds Resolution 2021-097 to award ITB 21-009 to Hypower, Inc.

Section 3. That the City Commission authorizes the City Manager and City Attorney to execute a contract with Unitec, Inc. for the Undergrounding Beach Electrical Services Project in an amount not to exceed Two Hundred Eighty-Nine Thousand One Hundred Thirty-Seven Dollars (\$289,137.00).

Section 4. That funding for this agreement is available in Capital Projects Fund Beach Revitalization Project Account No. 301-72-60-572-63-10.

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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Donnelly, Colin

From: James Downey <jdowney@cartayaandassociates.com>
Sent: Tuesday, September 21, 2021 6:28 PM
To: Juan Justiniano; Ramos, Sasha
Cc: Ozaydin, Dincer A.; Donnelly, Colin; Taylor, Corry
Subject: RE: ITB 21-020 Beach Utilities

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

We have completed our review of the (3) bids and have the following comments:

The highest bid by Arc Electric should not be considered when comparing with the competitors. A 90% increase, in our opinion is not warranted.

The middle bid (Unitec) and low bid (Team Contracting) are \$ 104,913 apart, representing a 27% difference in total cost. In evaluating each line item between these two bids most of this difference is in incidental scopes, i.e conduit runs, however the main components of the bid, items 12-20 are less than 7% apart. The main differential is in the general conditions and permitting costs creating the other 20% spread.

It is our opinion that the low bid by Team Contracting should be considered for the awarding of this project.

If you have any questions or need further clarifications please don't hesitate to contact us at your earliest convenience.



James W. Downey

Project Manager
Cartaya and Associates Architects, P.A.
2400 E. Commercial Boulevard, Suite 201
Fort Lauderdale, FL 33308
P (954)771-2724 Ext. 6
www.cartayaandassociates.com

From: Juan Justiniano
Sent: Tuesday, September 21, 2021 11:20 AM
To: Ramos, Sasha; James Downey
Cc: Ozaydin, Dincer A.; Donnelly, Colin; Taylor, Corry
Subject: RE: ITB 21-020 Beach Utilities

Sasha,
I just talked to James. He is reviewing.

Juan Justiniano

Cartaya and Associates Architects, P.A.
2400 E. Commercial Boulevard, Suite 201
Fort Lauderdale, FL 33308
P (954)771-2724 Ext. 4
www.cartayaandassociates.com

RESOLUTION NO. 2021-097

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 21-009 ENTITLED, "UNDERGROUNDING OF BEACH ELECTRICAL SERVICES" TO HYPOWER INC., IN THE AMOUNT OF TWO HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND EIGHTY-FOUR CENTS (\$294,870.84); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2018, the City Commission of the City of Dania Beach adopted Resolution No. 2018-134 authorizing the Public Services Department (PSD) to issue an Invitation To Bid for the Undergrounding of Beach Electrical Services Project; and

WHEREAS, three (3) responses were received on April 30, 2021, and evaluated by the City's Selection Committee (Committee) and the project consulting engineer:

- | | |
|---|-------------------|
| 1. Bore Tech Utilities & Maintenance Inc. | \$246,488.62 |
| 2. Hypower Inc. | \$294,870.84 |
| 3. Sagaris Corp. | \$421,466.00; and |

WHEREAS, the Committee's assessment of the bid packages provided by the respondents resulted in the selection of Hypower Inc. as the lowest, most responsive and responsible bidder;

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 proper City officials execute an agreement with Hypower Inc., for the Undergrounding of Beach Electrical Services Project in an amount not to exceed Two Hundred Ninety-Four Thousand Eight Hundred Seventy Dollars and Eighty-Four Cents (\$294,870.84).

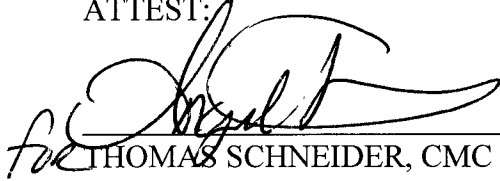
Section 3. That funding for this agreement is available in Capital Projects Fund Beach Revitalization Project Account No. 301-72-60-572-63-10.

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

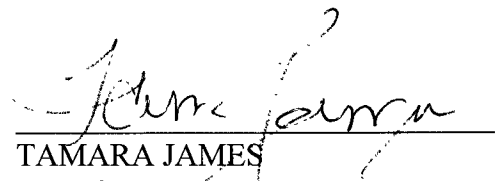
Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 22, 2021.

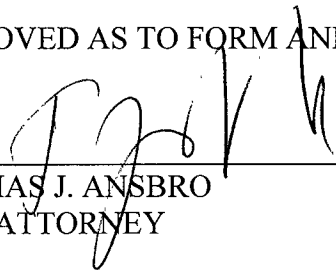
ATTEST:


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 AWARD OF INVITATION TO BID (“ITB”) NO. 21-022 (RE-ISSUE) TO AUSTIN TUPLER TRUCKING, INC. FOR THE WATER TREATMENT PLANT LIME SLUDGE REMOVAL AND DISPOSAL SERVICES NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), AN AMOUNT WHICH WILL EXCEED THE CITY’S VENDOR THRESHOLD FOR THE TERM OF CONTRACT FOR TWO (2) YEARS AND TWO (2) ONE-YEAR RENEWALS AT THE CITY’S OPTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Purchasing Requests ONLY

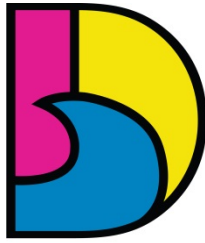
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

C-MEMO--AWARD-LIMESLUDGE-10262021-revFJR (004), R-2021- Austin Tupler Trucking, Inc. Bid Award and Agreement for WTP Lime Sludge Removal and Disposal Services (ITB 21-022 Re-Issue) to Exceed \$25K.do, Exhibit A to Agreement RFP 21-022, Exhibit B to Agreement - Austin Tupler Trucking Submittal



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director

**RE: AUTHORIZATION TO AWARD ITB-NO. 21-022 THE LIME SLUDGE
HAULING AND DUMPING SERVICES TO AUSTIN TUPLER TRUCKING**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of ITB No. 21-022 to Austin Tupler Trucking, Inc (ATT) for lime sludge hauling and dumping services for the Water Treatment Plant (WTP).

Background

Lime sludge is a by-product of the lime-based water treatment system. Due to lime sludge build up, excavation and hauling away of this material is required periodically. Once the lime sludge is dried, it is transported to an approved disposal site. West Wind Contracting, a sludge disposal company that the City formerly used for hauling and disposal (in-house staff excavated and loaded the trucks), informed PSD several months ago that their dump location was at capacity and could no longer accept additional sludge deposits. To address its short-term sludge removal needs, PSD obtained three proposals from contractors to transport lime sludge from the WTP to approved locations, with ATT being the most responsible and responsive proposal.

While ATT has been providing the service for the past several months, PSD worked on soliciting bids for this important service on a longer-term basis. Piggybacking has been pursued, but with the rise in fuel, transportation and other costs associated with the service, no opportunities have been identified for this option.

Approval to bid the contract for Lime Sludge Removal Services was granted via Resolution 2021-084, passed, and adopted on June 22, 2021. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on July 12, 2021, and posted on the City's website and on Demand-Star, with no responses received. The project was readvertised on August 25, 2021. One bid was received and opened publicly on September 22, 2021. The ITB evaluation committee reviewed the proposal from the only responsive and responsible bidder, listed below:

- Austin Tupler Trucking \$72.31 per cubic yard

\continued...



**RE: AUTHORIZATION TO AWARD ITB-NO. 21-022 THE LIME
SLUDGE HAULING AND DUMPING SERVICES TO ASTIN TUPLER
TRUCKING**

It is anticipated that with this service and the current rate of inflation will lead to an annual cost that will surpass the single vendor threshold of \$25,000. Accordingly, approval is needed to exceed this threshold with ATT.

Budgetary Impact

Funds will be appropriated from the WTP/Water Utility Services Repair Services Grounds Account No. 401-33-03-533-46-50 in the amount not to exceed \$200,000 yearly for the next years with two (2) one-year renewal options.

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-022 for WTP lime sludge hauling and dumping services in the amount not to exceed \$200,000 for the term of the contract for the next two (2) years with two one-year renewal options.

RESOLUTION NO. 2021-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-022 (RE-ISSUE) TO AUSTIN TUPLER TRUCKING, INC. FOR THE WATER TREATMENT PLANT LIME SLUDGE REMOVAL AND DISPOSAL SERVICES NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), AN AMOUNT WHICH WILL EXCEED THE CITY’S VENDOR THRESHOLD FOR THE TERM OF CONTRACT FOR TWO (2) YEARS AND TWO (2) ONE-YEAR RENEWALS AT THE CITY’S OPTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Water Treatment Plant (WTP) requires periodic removal of the lime sludge material generated as a by-product of the treatment process; and

WHEREAS, this annual service is anticipated to exceed the City’s annual single vendor expenditure threshold limitation; and

WHEREAS, on June 22, 2021, the City Commission approved Resolution No. 2021-084, authorizing the Public Services Department (PSD) to issue an Invitation to Bid (“ITB”) No. 21-016 for the water treatment plant lime sludge removal services; and

WHEREAS, on August 9, 2021, the City received no response to ITB No. 2021-016, and the Bid Selection Committee (“Committee”) decided to re-advertise on August 25, 2021; and

WHEREAS, on September 22, 2021 the City received only one response to ITB No. 2021-022, listed below:

- Austin Tupler Trucking, Inc. \$72.31 per cubic yard; and

WHEREAS, the Committee’s assessment of the bid packages provided by the respondent resulted in the selection of Austin Tupler Trucking, Inc. as the lowest and most qualified contractor;

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 proper City officials to execute an agreement with Austin Tupler Trucking, Inc., which Agreement is attached as Exhibit “A”

and made a part of this Resolution by this reference, for lime sludge removal and disposal services in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), in an amount which will exceed the City's vendor threshold of \$25,000 annually for the term of the contract for two (2) years and options of City to extend for two (2) one-year renewals.

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 become effective upon its passage and adoption.

PASSED AND ADOPTED on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND AUSTIN TUPLER TRUCKING, INC., A FLORIDA
CORPORATION, FOR LIME SLUDGE REMOVAL AND DISPOSAL
SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH
REQUEST FOR PROPOSALS (“RFP”) NO. 21-022.**

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Austin Tupler Trucking, Inc. (“Contractor”), a Florida corporation with its principal mailing address of 6570 SW 47 Court, Davie, Florida 33314

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals (“RFP”) No. 21-022 is effective upon execution by all parties for a term of two (2) years and two (2) one-year renewals at the City’s option.
2. A copy of RFP No. 21-022 is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
1. The Contractor’s response to RFP No. 21-022 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
2. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**Austin Tupler Trucking, Inc,
a Florida corporation**

Signature

PRINT Name

Title

Dated: _____, 2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021 by _____, as _____ of Austin Tupler Trucking, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR PROPSALS LIME SLUDGE REMOVAL AND DISPOSAL SERVICES

**City Request for Proposals ("RFP")
No. 21-022**

Prepared by:
City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

August 25, 2021

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR PROPOSAL FOR
“LIME SLUDGE REMOVAL AND DISPOSAL SERVICES”
City Request for Proposal (“RFP”) No. 21-022

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals from qualified and licensed firms for **“Lime Sludge Removal and Disposal Services”, RFP 21-022”**.

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Department at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 10:00 A.M. on Wednesday, September 22, 2021. Proposals will be publicly opened at 1:00 P.M. on that same day utilizing RingCentral meeting software. Proposals must be submitted at www.demandstar.com.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-Proposal meeting will be held VIRTUALLY on Friday, September 3, 2021. All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Proposals from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal. Interested proposers may join with this link: <https://meetings.ringcentral.com/j/1467155019>

PROPOSAL SUBMISSION

Proposals must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"Lime Sludge Removal and Disposal Services", RFP 21-022"**.

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud at 1:00 P. M., on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date and may be joined by utilizing this link: <https://meetings.ringcentral.com/j/1484717232>. Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: August 25, 2021

1. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1.1 Qualifications of Proposers: No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. The Proposer must possess at least three (3) years demonstrated experience in removal and disposal of lime sludge. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

1.2 Personal Investigation: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

1.3 Inconsistencies: Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

1.4 Omission of Details, Variances and Exceptions. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations, corrections or both will be interpreted to mean that the Proposer meets all the

requirements in every respect.

1.5 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 120 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

1.6 **Performance Bond and Insurance:** Not required.

1.7 **Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.

1.8 **Non Collusion Affidavit:** Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

1.9 **Public Entity Crimes:** Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

1.10 **Conflict of Interest:** The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

1.11 **Legal Conditions:** Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the

ordinances of the City of Dania Beach.

- 1.12 **Forms and Proposals:** Proposals will be received until March 12, 2021 at 10:00am, either by email or submission to DemandStar. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.
- 1.13 All Proposals must be submitted electronically on DemandStar.” The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer’s principal’s properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.
- 1.14 **Proposal Bond:** Not required.
- 1.15 **Filling in Proposals:** All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative disclose such fact in writing to the City.
- 1.16 **Proposals Firm for Acceptance:** Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of Proposal opening.
- 1.17 **Withdrawals:** Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.
- 1.18 **Causes for Rejection:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.
- 1.19 **Rejection of Proposals:** To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

- 1.20 **RFP Protest Procedure:** After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars (\$5,000.00), whichever is less.

- 1.21 **Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

- 1.22 **Award of Proposal:** The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that has at least three (3) years in Lime Sludge Removal and Disposal Services experience. The Contractor awarded the Proposal must have satisfactory references.

1.23 **Agreement:** The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

1.24 **Payment:** Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

1.25 **Audit of Contractor's Records:** Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. If an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

1.26 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or submit a Proposal for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.27 **City:** Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

1.28 **Lobbyists:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

2. SUBMISSION OF PROPOSALS

- 2.1 Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.
- 2.2 All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 2.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.
- 2.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 2.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 2.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 2.7 Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above. City Clerk's Office staff is not responsible for the premature opening of a Proposal that is not identified.
- 2.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).
- 2.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 2.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

3. QUALIFICATIONS OF PROPOSALS

- 3.1 Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.
- 3.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 3.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.
- 3.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

4. SCOPE OF WORK

The City of Dania Beach is soliciting proposals from qualified licensed contractors to provide lime sludge removal, hauling & disposal from the City's water treatment plant located at 1201 Stirling Road, Dania Beach, FL 33004.

The information contained below is the minimum that potential proposers must address in their response to this Request for Proposals. Potential proposers shall consider all applicable regulatory requirements, industry standards, best practices regarding design and construction standards and past professional experience in their responses to this Request for Proposals.

- A.** The work under this contract will require the contractor to and dispose of all lime sludge from the City's Water Plant. Sludge removal will be performed in accordance with all rules and regulations promulgated by D.E.P., D.N.R.P. and all other Federal, State and local regulating agencies which govern these activities.

- B. Contractor must demonstrate the expertise to perform the services required by these specifications.
- C. Contractor shall be responsible for payment of any and all dumping fees and/or permits required.
- D. Contractor must submit at least three business references including the contact person and telephone numbers to show reliability of operational experience.
- E. Removal will be required after the sludge has been allowed to dry for a minimum of twenty-one (21) days and a maximum of forty-five (45) days, except for major rains or similar acts of God.
- F. The contractor's operations as to the frequency of removal shall be agreed upon beforehand and subject to approval of the Public Services Director or his designee.
- G. The entire Water Plant site falls under wellfield protection rules and the contractor shall conduct his operations in a manner which will prevent any ground contamination with diesel fuel, hydraulic fluid or any other substance whose presence or contact with the ground by spill, leakage, etc. would be detrimental in any way to the treatment process or wellfields or in contravention with established regulations governing such activity.
- H. All invoicing will require supervisor or designee approval of loads slips or other verifiable means of removal.
- I. All sludge removed by truckload will be verified by the Water Plant Superintendent or his designee.
- J. Work performed on weekends and holidays must be scheduled and authorized in advance with the Plant Superintendent or his designee.
- K. There will be no separate or direct payment to the contractor for mobilization or demobilization of equipment.
- L. With regard to any operations within or mandated requirements pursuant to this contract, the City reserves the right to cancel and/or invalidate the contract for lack of performance on the part of the contractor. Notice to this effect shall be tendered not to exceed seven (7) days by Registered or Certified Mail.
- M. Lime Sludge will be hauled from designated locations to approved disposal site(s).
- N. All permit requirements will be the responsibility of the contractor and he shall be responsible for supplying all equipment, materials, and manpower necessary for the excavation, dewatering, loading, transporting and disposal of the lime sludge.
- O. The contractor will be responsible for payment of all dumping charges.
- P. Any damage to plant piping, valves or any equipment associated with the polishing pond, shall be repaired by the contractor at no cost to the City.
- Q. **Contractor shall agree that each vehicle used for the hauling of lime sludge from the City shall undergo a vehicle certification process to verify the capacity of the dump bed of each vehicle. Contractor shall notify City at least**

forty-eight (48) hours in advance of being on-site with trucks, in order to arrange for City personnel to be available to perform the certification process when a non-certified vehicle is to be used. Once a vehicle has been certified by the City, there will be no further need to request additional certification for the vehicle, unless there is mechanical alteration to the vehicle dump bed, in which case, the vehicle dump bed capacity must be re-certified.

- R. Contractor and an authorized representative of the City will inspect each loaded vehicle, and mutually agree upon the number of cubic yards of material contained in each vehicle dump bed. Upon agreement, that amount shall be documented in writing, and the Contractor shall invoice the City for only the number of cubic yards contained in the vehicle dump bed as agreed upon and documented for that specific load.

5. PROPOSAL REQUIREMENTS

5.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

1. Executive Summary

Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

2. Relevant Project Experience

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.

3. Approach

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The proposer shall include a list with year make and model of all vehicles and equipment for use in providing services to the City. Additionally, include a timeline for effectively managing and executing the work in optimum time. The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this project will fit into your workload.

Describe available facilities, technological capabilities and other available resources you offer for the project.

4. References

Provide names, addresses, and telephone numbers of up to three (3) references who are capable of explaining and confirming the firm's capacity to successfully complete the Services sought in this RFP.

5. Pricing

Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach to the project.

5.2 Summary of Documents To Be Submitted With Proposals. The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal. Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive. The Forms are as follows:

Exhibit "A" Proposer's Qualifications

Exhibit "B" Public Entity Crimes Form

Exhibit "C" Non-Collusion Affidavit

Exhibit "D" Drug-Free Workplace Certification

Exhibit "E" Acknowledgement of Addenda

Exhibit "F" References

Exhibit "G" Certification to Accuracy of Proposal

The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

6. EVALUATION METHOD AND CRITERIA

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. The City reserves the right to award the contract to the Proposer which will best serve the interest of the City.

The scoring of the Proposals by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below:

CRITERIA	MAXIMUM POINTS
Firm Qualifications Experience in field, workload of current projects	25
Approach Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	35
Price Proposal Estimated total cost of project	30
References	10

AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The City of Dania Beach reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City.

7. PUBLIC RECORDS:

If selected, the following will apply:

- 7.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 7.2 Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- 7.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

7.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.

7.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

7.7 Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK

**Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004**

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

8. INSURANCE REQUIREMENTS

8.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described in this RFP.

8.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. Proposer shall maintain such insurance in full force and effect during the life of the Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement.

8.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of a Proposer to obtain or maintain such insurance.

8.4 The following are required types and minimum limits of insurance coverage, which the

Proposer agrees to maintain during the term of this contract:

The Contractor (the term “Contractor” refers to the successful Proposer in this RFP) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this RFP, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer’s delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

“**Preliminary**” certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Proposal submittal on the date and time of the Proposal opening.

If the “preliminary” certificates are not included with a Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Contractor does understand that all provisions, including “Special Provisions” noted below are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

“**Official**” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered on or before the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Proposal”, then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a agreement with the next lowest responsive and responsible Proposer.

“**Special Provisions**”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement.

The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

Annual Aggregate shall apply “Per Job”;

- “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);

- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- Workers' Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability limits Part B.
- In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from workers' compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.
- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.
- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- "The City of Dania Beach" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.
- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other

coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

9 INDEMNIFICATION

9.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

9.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the

providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

9.3 Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.

9.4 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

9.5 The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28 as amended from time to time.

10 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

11 DEBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV,6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6.d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

12 SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

13 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant represents that Consultant and each Sub-consultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Municipality due to the termination

14 DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

15 WARRANTIES

15.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

15.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

15.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

15.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

16 COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

17 SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

18 INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

19 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

20 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The City of Dania Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

20.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

20.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

20.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

20.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

20.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21 TAXES: Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

22 PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

23 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

24 TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services, or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

25 TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

26 TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

27 SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTIN

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

28 EMPLOYEES OF THE PROPOSER

28.1 Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

28.2 Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their

employees while in their employ.

29 TAXES: The City of Dania Beach is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

30 LITIGATION

30.1 In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

30.2 In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer's ability to work with the City, its consultants and representatives and whether the City's experience with the Proposer indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Proposer.

30.3 A contract with the successful Proposer will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

30.4 All claims, counterclaims, disputes and other matters in question between City and the Consultant arising out of, relating to or pertaining to the contract, the breach of it, the services of it, or the standard of performance required in it, are to 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.

31 OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

32 UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

33 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statutes §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

34 BUDGETARY CONSTRAINT

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

35 CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

36 CONE OF SILENCE

Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“ITB”) or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Oral communications at pre-bid conferences;

Oral presentations before the Evaluation Committee;

Public presentations made to the City Commission members during any duly noticed public meeting;

Communications regarding the ITB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

PRICE PROPOSAL FORM

LIME SLUDGE REMOVAL AND DISPOSAL SERVICES RFP 21-022

Proposer, hereby declares that he or she has carefully examined the site of the proposed work, have read all terms and conditions of this solicitation and fully understands the specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment, insurance and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the Bid, specifications, plans and drawings, addendums, if applicable, which are made a part thereof at the following prices offered.

DESCRIPTION	PROPOSED PRICE PER CUBIC YARD (Estimated Volume = 2,000-4,000 C.Y. per year)
PROPOSED PRICE PER CUBIC YARD (Estimated Volume = 2,000-4,000 C.Y. per year)	\$ _____

Quantity shown above is only an estimate of the amount of lime sludge to be removed over a twelve (12) month time period. The City makes no guarantee of any minimum amount to be transported from the plant during the contract time period.

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

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

	<u>Check One</u>
Submitted By: _____	☐ Corporation
Name: _____	☐ Partnership
Address: _____	☐ Individual
City, State, Zip _____	☐ Other (describe)
Telephone No. _____	
Fax No. _____	
Email _____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's name: _____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

Name and address of Resident Agent: _____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

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

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

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

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

13. State the name and title of the individual who will have responsibility relating to the services:

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "B"

**CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 21-0XX

2. This sworn statement is submitted by: _____
(PRINT Name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(PRINT Name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

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

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- 1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 - A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose **Printed** Name
first appears above)

Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.

Signature of Proposer

PRINT Name of Proposer

Title

_____, 2021
Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

EXHIBIT “E”

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “F”

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed: _____
 Brief Description of Scope of Services: _____
 Amount of Contract Award: _____
 Status of Contract: _____
 Contact Name: _____
 Telephone Number: _____

2. Name of Entity for which services were performed: _____
 Brief Description of Scope of Services: _____
 Amount of Contract Award: _____
 Status of Contract: _____
 Contact Name: _____
 Telephone Number: _____

3. Name of Entity for which services were performed: _____
 Brief Description of Scope of Services: _____
 Amount of Contract Award: _____
 Status of Contract: _____
 Contact Name: _____
 Telephone Number: _____

4. Name of Entity for which services were performed: _____
 Brief Description of Scope of Services: _____
 Amount of Contract Award: _____
 Status of Contract: _____
 Contact Name: _____
 Telephone Number: _____

5. Name of Entity for which services were performed: _____
 Brief Description of Scope of Services: _____
 Amount of Contract Award: _____
 Status of Contract: _____
 Contact Name: _____
 Telephone Number: _____

EXHIBIT “G”

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

PRICE PROPOSAL FORM

LIME SLUDGE REMOVAL AND DISPOSAL SERVICES RFP 21-022

Proposer, hereby declares that he or she has carefully examined the site of the proposed work, have read all terms and conditions of this solicitation and fully understands the specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment, insurance and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the Bid, specifications, plans and drawings, addendums, if applicable, which are made a part thereof at the following prices offered.

DESCRIPTION	PROPOSED PRICE PER CUBIC YARD (Estimated Volume = 2,000-4,000 C.Y. per year)
PROPOSED PRICE PER CUBIC YARD (Estimated Volume = 2,000-4,000 C.Y. per year)	\$ <u>72.31</u>

Quantity shown above is only an estimate of the amount of lime sludge to be removed over a twelve (12) month time period. The City makes no guarantee of any minimum amount to be transported from the plant during the contract time period.

TUPLER TRUCK LIST BROWARD AND DADE

DRIVER	TRUCK	MAKE	YEAR
MATEO ALBERTO AVILA	16	FORD	1994
HERE 2 THERE LLC	107	KW	2021
JACSAINT DIVOT	141	MACK	1993
DUANIS CORP	184	KW	1994
GIRALDO ALFREDO FORTE	247	FORD	1994
BRUNO ANTONIO GONZALEZ	267	INTL	1994
EMILIO GOMEZ	269	FRGHT	1991
FFA TRUCKING INC.	279	STEM	2003
ISABELLA TRUCKING	280	KW	1997
CARLOS R. MONTALVAN	301	INTL	1988
MARC STARS CORP	375	MACK	2009
JORGE F. HERNANDEZ	462	INTL	1993
VISO TRANSPORT LLC	496	PTRL	2000
OSCAR H GARCIA	602	MACK	2001
IVAN PAZ	1196	MACK	1998
ARMANDO PAMPILLO	1288	KW	2001
AJ & CR TRUCKING INC	1297	PTRL	1994
JUAN VAZQUEZ	1306	KW	1994
OSMANY MONTES DE OCA	1340	KW	1989
HUMBERTO JAVIER PACHECO	1366	PTRL	1996
LAZARO HORACIO MEIZOSO	1389	MACK	1994
REYNIER ALFONSO	1395	PTBL	1992
YURISMEY CORCHO	1398	KW	1997
ALEJANDRO VALDES	1401	KW	2004
BM & K TRANSPORT	1404	INTL	2007
ISRAEL ANTONIO GOMEZ	1494	PTBL	1993
LIORBYS O PEREZ	1530	MACK	1998
IGBERT PUEBLA	1620	PTBL	2003
MAIKEL TRANSP	1700	WSTR	1998
MARTINEZ Y TRANSP	1720	STRL	2006
YENS ARMENTEROS	1755	STEM	2000

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED "FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED "SEAWALLS" ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED "LAND DEVELOPMENT CODE", ARTICLE 240, ENTITLED "DOCKS AND MOORING STRUCTURES" TO ADD SECTION 240-30, ENTITLED "SEAWALLS" TO REFERENCE THE REQUIRED STANDARDS

Purchasing Requests ONLY

Dept:

Acct #:

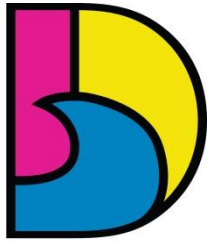
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM TX-051-21 Seawall text amendment , SR TX-051-21 Seawall text amendment, O-2021-027 Amending Ch. 12 and Text Amendment (TX-051-21) Creating Article XVII and Section 240-30 Entitled Seawalls, Seawall backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager
Eleanor Norena, CFM, Director

Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager

Candido Sosa-
Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=c.sosacruz@daniebeachfl.gov, c=US
Date: 2021.10.19 09:53:32 -0400

Eleanor Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, ou=Community Development, cn,
email=enorena@daniebeachfl.gov, c=US
Date: 2021.10.19 09:46:49 -0400

Corinne Lajoie

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, ou=City of Dania Beach, ou=Community
Development, email=clajoie@daniebeachfl.gov, c=US
Date: 2021.10.19 11:01:00 -0400

Digitally signed by Richard Lorber
Date: 2021.10.15 11:32:12 -0400

SUBJECT: TX-051-21: The applicant, City of Dania Beach, is requesting a text amendment to the City Code, to adopt the new Seawall Height Standard mandated by Broward County (SECOND READING).

REQUEST

TEXT AMENDMENT

1. Amending Chapter 12 of the City Code, by creating Article XVII, governing Flood Damage Prevention to adopt the required standards for seawall height as mandated by Broward County.
2. Amending Article 240 of the Land Development Code, entitled "Docks and Mooring Structures" to add a corresponding section governing seawalls.

Background

Broward County has set a new standard for coastal flood barriers to address future sea level rise conditions. All Broward County cities with tidally-influenced areas must follow the regional standard for minimum tidal flood barrier and seawall heights. Local governments must these regulations by February 13, 2022.

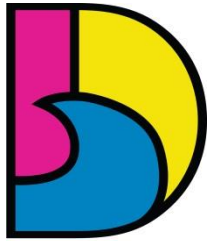
The new standard is 5 feet by 2050, for all new seawalls, with some allowances. The new standard was developed with by the County with input from the marine industry and other stakeholders. It will be applied to any new seawall construction, new docks or marine structures, including projects going over 50% of the value of the existing seawall. In future, if flooding occurs and affects neighboring properties or roadways because of inadequate protection, the property can be cited and given one year to come into compliance. On October 12, 2021, the City Commission approved the ordinance on First Reading.

Budgetary Impact

None

Recommendation

Approval.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: October 26, 2021

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager

SUBJECT: **TX-051-21:** The applicant, City of Dania Beach, is requesting a text amendment to the City Code, to adopt the new Seawall Height Standard mandated by Broward County (SECOND READING).

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community
Development, ou,
email=enorena@dania-beach.fl.gov, c=US
Date: 2021.10.18 08:44:01 -0400

Eleanor Norena

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community
Development, email=clajoie@dania-beach.fl.gov, c=US
Date: 2021.10.15 11:02:06 -0400

Corinne Lajoie



Digitally signed by Richard Lorber
Date: 2021.10.15 11:32:46 -0400

Text Amendment

1. Amending Chapter 12 of the City Code, by creating Article XVII, governing Flood Damage Prevention to adopt the required standards for seawall height as mandated by Broward County.
2. Amending Article 240 of the Land Development Code, entitled "Docks and Mooring Structures" to add a corresponding section governing seawalls.

Public Hearing Notice

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

Broward County has set a new regional standard for coastal flood barriers to partially address future sea level rise conditions, as consistent seawall heights are necessary to protect the community from escalating impacts. All Broward County cities with tidally-influenced areas must follow the regional standard for minimum tidal flood barrier and seawall heights. Local governments, including the City of Dania Beach, are required to adopt a local ordinance implementing the regional standard by February 13, 2022.

The new standard is a minimum seawall and top-of-bank elevation of 5 feet by 2050, for all new tidal flood barriers and substantial improvements to shorelines and shoreline structures. An allowance of 4 feet NAVD 88 until 2035 may be granted by the City if the project is designed and constructed to accommodate a minimum elevation of 5.0 feet NAVD 88 by January 1, 2050.

The regional standard was developed with by the County together with the U.S. Army Corps of Engineers (USACE), and had input from the marine industry, real estate community, engineers, planners and other stakeholders with extensive public outreach.

The new standard would be applied to any new seawall construction, and to any property proposing to build new docks or marine structures. Projects going over 50% of the value of the existing seawall would also be required to meet the new standard. Finally, in the future, if flooding is occurring and affecting

neighboring properties or roadways because of inadequate seawall protection, the property can be cited and given one year to come into compliance.

Planning and Zoning Board Previous Action

On August 11, 2021, the Planning and Zoning Board heard this item and recommended approval of the ordinance.

City Commission Previous Action

On October 12, 2021, the City Commission approved the ordinance on First Reading.

Recommendation

Approval of the Ordinance.

ORDINANCE NO. 2021-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED "FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED "SEAWALLS" ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED "LAND DEVELOPMENT CODE", ARTICLE 240, ENTITLED "DOCKS AND MOORING STRUCTURES" TO ADD SECTION 240-30, ENTITLED "SEAWALLS" TO REFERENCE THE REQUIRED STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of Commissioners adopted new Regional Standards on January 7, 2020, as a part of the land use plan Policy 2.21.7 which applies to all tidally influenced properties within Broward County; and

WHEREAS, the new regulations govern top elevations for seawalls, banks and berms, and other appurtenant infrastructure (e.g., boat ramps) consistent with the findings and recommendations of the United States Army Corps of Engineers/Broward County Flood Risk Management Study for Tidally Influenced Coastal Areas.; and

WHEREAS, in order to ensure coordination, consistency and maximum effectiveness of improvements necessary to mitigate high tide flooding associated with sea level rise, local governments are required to adopt a local ordinance implementing the regional standard by February 13, 2022; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on August 11, 2021 and recommended approval of the amendment; and

WHEREAS, the City Commission finds that the approval of the amendment will bring the City of Dania Beach into conformity with Broward County mandated code requirements; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

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 12 of the City Code, entitled “FLOOD DAMAGE PREVENTION” be amended to add ARTICLE XVII, entitled SEAWALLS to read as follows:

ARTICLE XVII. - SEAWALLS

Sec. 12-84. Purpose and intent.

The purpose of this article is to establish a consistent minimum elevation for tidal flood barriers that will:

(a) Provide a standard for flood mitigation infrastructure that serves as a barrier to tidal flooding, not seepage, by accounting for water levels predicted under combined conditions of sea level rise, high tides, and high frequency storm surge through the year 2070; and

(b) Ensure new shoreline structures and major shoreline improvements are designed for use as tidal flood barriers through application of consistent standards that account for future predicted tidal flood conditions and coastal water levels associated with sea level rise in accordance with current regional sea level rise projections, as updated and adopted by the Broward County Board of County Commissioners.

Sec. 12-85. Applicability.

This article applies to all new tidal flood barriers, substantial repair or substantial rehabilitation to shorelines and shoreline structures, and the installation of any fixed infrastructure attached to tidal flood barriers (such as mooring structures). This article is not applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line.

Sec. 12-86. Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivation shall have the meanings given herein, except when the context clearly indicates a different meaning. In the interpretation and application of this article, the definitions provided for herein shall control over definitions that may be included in other documents or manuals, including, but not limited to, the Florida Building Code. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

Bank means the level space separating a waterway from an inland area, often elevated and constructed of compacted soil.

Berm means an earthen mound designed with impermeability to resist the flow of tidal waters through it to an adjacent property or public right-of-way.

Green-grey infrastructure or green-grey materials means a combination of engineered and natural features that provide environmental qualities and ecosystem value.

Mooring structure means a boat dock, slip, davit, hoist, lift, floating vessel platform, mooring pile, or similar structure attached to land or to a seawall, to which a vessel can be moored.

North American Vertical Datum (NAVD88) means the vertical control for datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.

Public nuisance means a condition injurious to the public health or safety of the community or neighborhood, or injurious to any considerable number of persons, or a condition that obstructs the free passage or use, in the customary manner, of any public right-of-way.

Rip-rap means a foundation of unconsolidated boulders, stone, rubble, concrete without protruding rebar, or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.

Seawall means a vertical or near vertical (often interlocking) structure placed between an upland area and a waterway or waterbody for erosion control.

Seawall cap means a concrete box structure (usually reinforced) that connects seawall panels, piles, and anchoring system (if present) together at the top.

Shoreline means a tidally influenced area where land meets water.

Substantial repair or substantial rehabilitation means:

(a) Any modification to the shoreline or a shoreline structure along more than fifty percent (50%) of the length of the property's shoreline; or

(b) Any modification, alteration, or installation of an appurtenant structure (such as a mooring structure) that exceeds fifty percent (50%) of the cost of a tidal flood barrier along the property's shoreline.

Tidal flood barrier means any structure or shoreline feature including, but not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other infrastructure that impedes tidal waters from flowing onto adjacent property or public right-of-way and located within or along a tidally influenced area. This definition is not meant to include rip-rap, derelict erosion control structures, or permeable earthen mounds that do not provide an impermeable water barrier to tidal flooding.

Tidally influenced area means the real property adjacent to, or affected by, a waterway with water level changes in response to the daily tide.

Sec. 12-87. Minimum elevations for coastal infrastructure within tidally influenced areas.

(a) All new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other similar infrastructure shall be

designed and constructed to perform as tidal flood barriers. Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four (4) feet NAVD88, if designed and constructed to accommodate a minimum elevation of five (5) feet NAVD88 by January 1, 2050.

(b) All property owners must maintain a tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and onto adjacent property or public right-of-way. Failure to maintain a tidal flood barrier in good repair shall be a citable offense. The owner of the tidal flood barrier shall demonstrate progress towards repairing the cited defect within sixty (60) days after receiving a citation and shall complete repairs within three hundred sixty-five (365) days after receipt of the citation. If the required repair or rehabilitation meets the substantial repair or substantial rehabilitation threshold, no later than three hundred sixty-five (365) days after receipt of the citation, the property owner shall design, obtain permits, cause to be constructed, and obtain final inspection approval of seawall improvements that meet the minimum elevation and design requirements.

(c) Tidal flood barriers below a minimum five (5) feet NAVD88 elevation shall be improved, designed, and constructed so as to prevent tidal waters from impacting adjacent property or public right-of-way. Causing, suffering, or allowing the trespass of tidal waters onto adjacent property or public right-of-way is hereby declared a public nuisance and a citable offense requiring abatement. The owner shall demonstrate progress toward addressing the cited concern within sixty (60) days after receipt of the citation and complete the construction of an approved remedy no later than three hundred sixty-five (365) days after receipt of the citation.

(d) Tidal flood barriers shall be designed and constructed to prevent tidal waters from flowing through the barrier, while still allowing for the release of upland hydrostatic pressure.

(e) To the extent practicable, tidal flood barriers shall be designed and constructed to adjoin immediately proximate tidal flood barriers to close gaps and prevent trespass of tidal water.

(f) All tidal flood barriers undergoing substantial repair or substantial rehabilitation shall be constructed along the property's entire shoreline.

(g) All tidal flood barriers shall be constructed with natural limerock rip-rap, or other approved habitat enhancement, at the waterward face of the structure.

(h) Property owners are encouraged to consider approaches and materials that enhance the biological value of traditional (flat surface) seawalls and flood barriers with the incorporation of living shoreline features, use of hybrid green-grey materials, and the use of biological forms, where practicable.

(i) This section shall not be construed to require the installation of a seawall where other flood protection measures serve as an equally effective tidal flood barrier.

(j) Tidal flood barriers capable of automatically being elevated in advance of high tides to prevent tidal flooding are permissible, provided that automation cannot require daily human intervention.

Sec. 12-88. Required disclosure in contracts for sale of real estate.

In any contract for the sale of real estate located in tidally influenced areas of Broward County executed after December 31, 2020, the seller shall include in the contract or a rider to the contract the following disclosure in not less than fourteen-point, capitalized, bold-faced type:

THIS REAL ESTATE IS LOCATED IN A TIDALLY INFLUENCED AREA. THE OWNER MAY BE REQUIRED BY COUNTY OR MUNICIPAL ORDINANCE TO MEET MINIMUM TIDAL FLOOD BARRIER ELEVATION STANDARDS DURING CONSTRUCTION OR SUBSTANTIAL REPAIR OR SUBSTANTIAL REHABILITATION OF SEAWALLS, BANKS, BERMS, AND SIMILAR INFRASTRUCTURE OR WHEN REQUIRED TO ABATE NUISANCE FLOODING.

* * *

Section 3. That Chapter 28 of the City Code, entitled “Land Development Code”, Article 240, entitled “Docks and Mooring Structures” be amended to add Section 240-30, entitled “Seawalls” to read as follows:

ARTICLE 240. - DOCKS AND MOORING STRUCTURES

* * *

Sec. 240-30. – Seawalls

Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four (4) feet NAVD88, if designed and constructed to accommodate a minimum elevation of five (5) feet NAVD88 by January 1, 2050. See Chapter 12, ARTICLE XVII, regulating seawalls.

* * *

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 the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on October 12, 2021.

PASSED AND ADOPTED on second reading on October 26, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

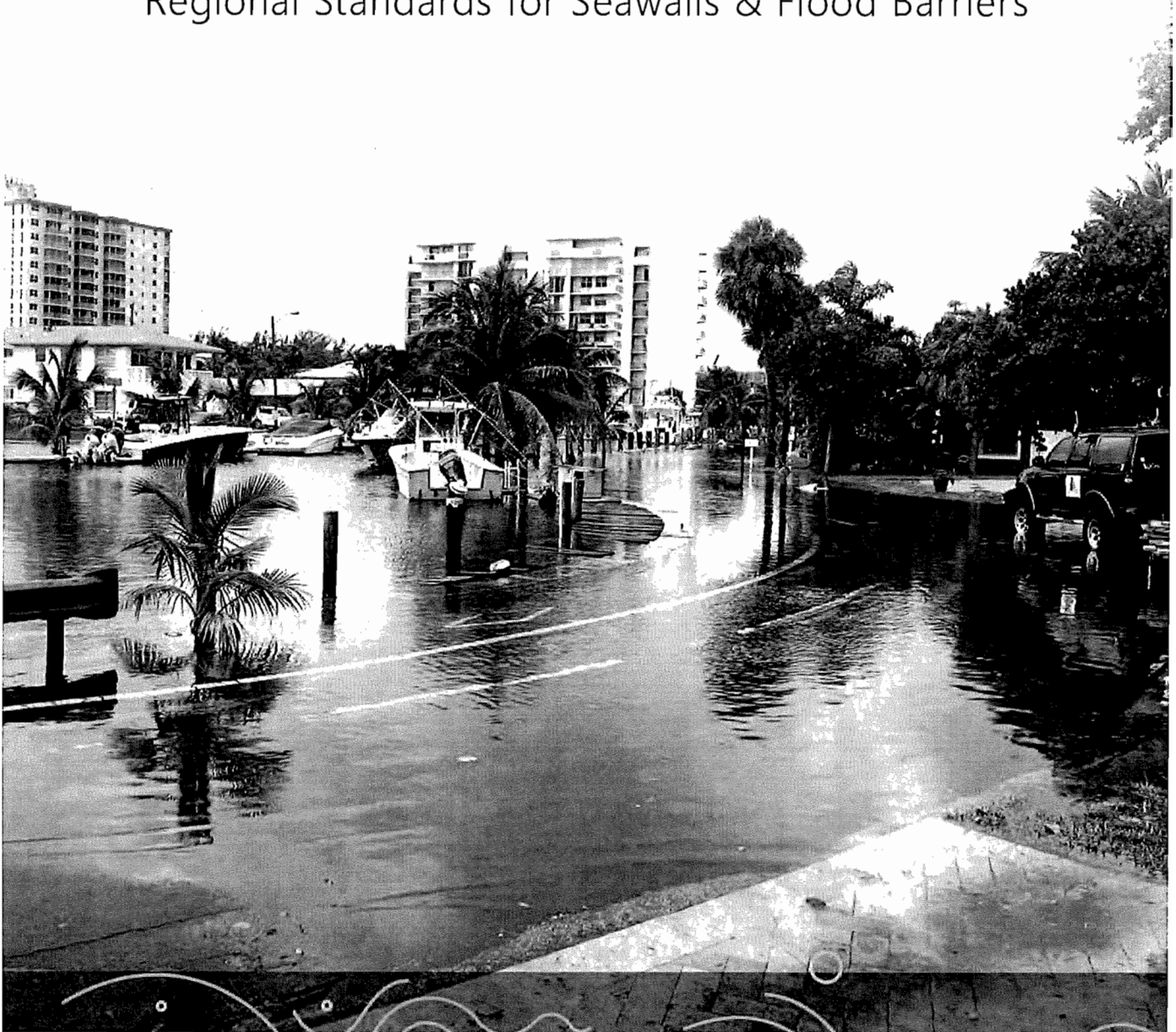
APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Build It High, Keep It Dry

Regional Standards for Seawalls & Flood Barriers



Sea level rise is increasing the frequency and severity of tidal flooding across Broward communities.

Recently, increased flooding has prompted both public and private investment in seawall improvements. Yet individual investments have not fully delivered expected flood protection benefits when adjacent and nearby seawalls continue to allow the trespass of water. Effective community flood protection requires a holistic approach.

Consistent seawall heights are necessary to protect the community from escalating impacts. Broward County has created regional guidance so that coastal flood barriers will continue to provide protection, even under future sea level rise conditions.

What is the new Regional Standard?

**For all new tidal flood barriers and substantial improvements to shorelines and shoreline structures:
Minimum seawall and top-of-bank elevation = 5 feet by 2050**

An allowance of 4 feet NAVD 88 until 2035 may be granted by the municipality if the project is designed and constructed to accommodate a minimum elevation of 5.0 feet NAVD 88 by January 1, 2050.

This rule is not applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line. The rule deems tidal flooding a public nuisance and will be implemented via County land use plan and code of ordinances. Local governments are required to adopt a local ordinance implementing the regional standard by February 13, 2022.

The regional standard was informed by technical work undertaken with support from the U.S. Army Corps of Engineers (USACE) as part of the joint Broward County/USACE Flood Risk Management Study for Tidally Influenced Coastal Areas authorized under the Planning Assistance for States Program.

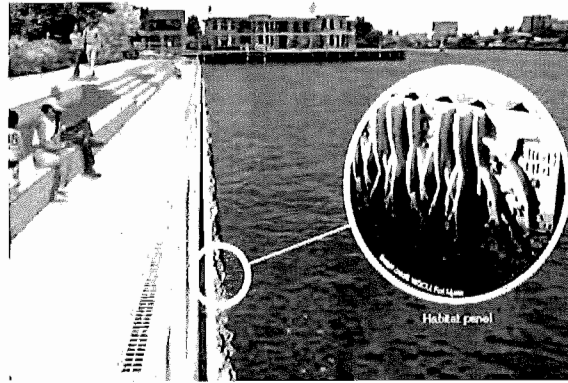
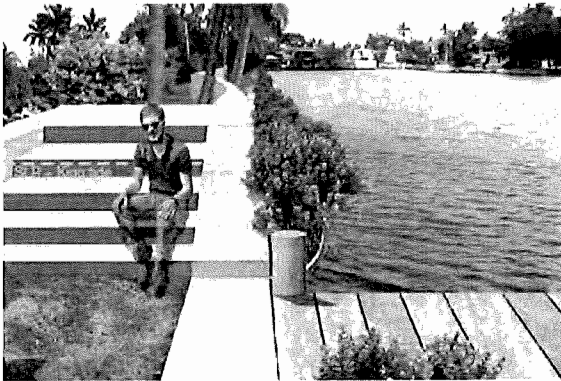
For complete details on the regional standard and associated policies, please go to Broward Land Use Plan Policy 2.21.7 at bit.ly/2T6pUng and Broward County Code of Ordinances Sec. 39-404 bit.ly/37K9hmF.

Elevation is measured using North American Vertical Datum of 1988 (NAVD 88). Land elevations along tidal waterways vary from 6 to 8 feet NAVD 88 in northern parts of the County to 1 to 4 feet NAVD 88 in southern parts of County with property specific variability throughout the County. The elevation of individual areas can be found using the Sea Level Scenario Sketch Planning Tool <https://sls.geoplan.ufl.edu/beta/viewer/>. Users do not need to make a "Show Scenario" selection. In the left navigation pane, under "Layers", uncheck "Current Flood Risk" and check "Florida Base Layers". Click the + sign to expand this field. Select "FL DEM feet". Next find the magnify glass symbol in the top navigation and type in a property address. Click on the blue location pointer and note the number of feet listed in the data table. To determine the visible height of the tidal flood barrier necessary, the land elevation should be subtracted from 5 feet NAVD 88. For example, if the land elevation is 4 feet NAVD, the visible barrier will be 1 foot above the ground surface (5 feet NAVD 88 - 4 feet NAVD = 1 foot). If the shoreline land elevation is 5 feet NAVD 88 or higher, an additional tidal flood barrier would not be required per the resiliency policy.

How to Adapt

Property owners can collectively reduce the risk of flooding. Higher seawalls are just one of many floodproofing options. Berms and other coastal flood barriers can be equally effective and provide important benefits to estuarine shorelines. Even seawalls can be designed to include Living Shoreline features, thus serving an ecological function while continuing to be protective barriers with watercraft accessibility.

For more information, see Broward.org/Climate



Are you ready to upgrade your seawall/flood barrier?

All property owners must maintain a tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and on to adjacent property or public rights-of-way. If a property is reported and documented to cause flooding of adjacent roads or neighboring properties it will be cited and required to prevent flood trespass within one year.

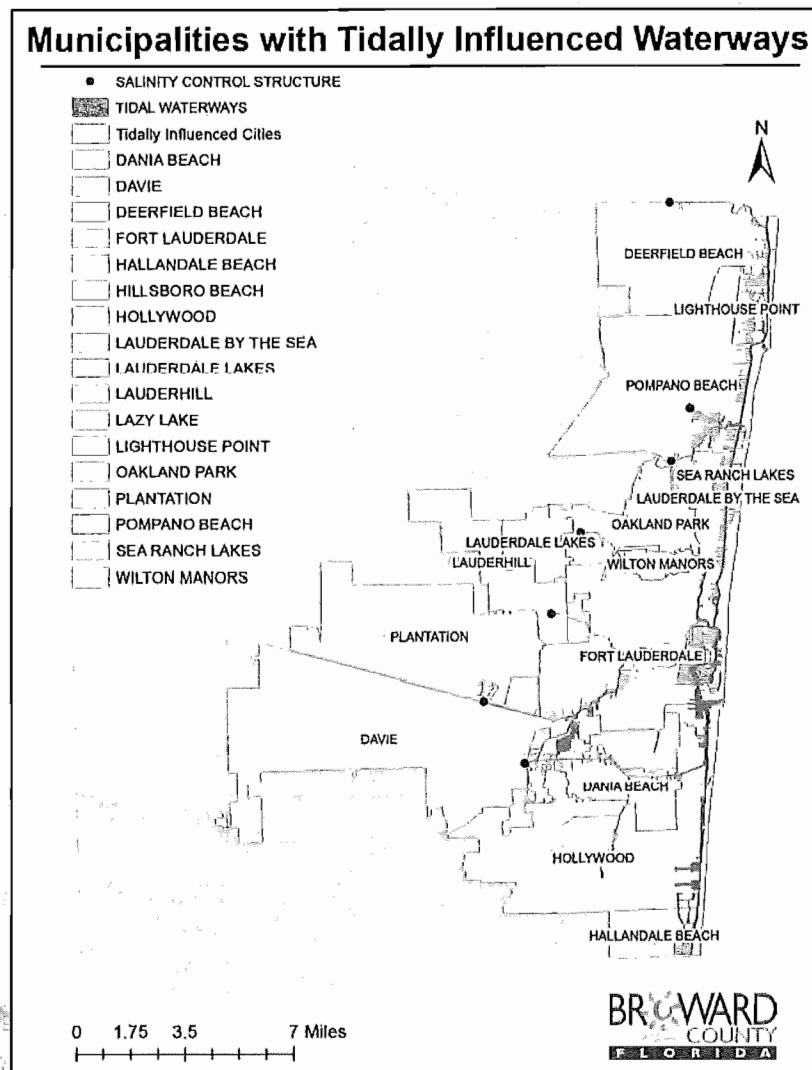
Planning now for future water levels benefits property owners in multiple ways. First, it is prudent to budget for the necessary adaptation before impacts to property values or infrastructure occur. Also, coastal flood protection measures that do not consider sea-level rise will likely require premature reinvestment to replace failed infrastructure at a significant expense to the property owner and the community at large. Property owners who ensure their coastal flood protection project is designed to meet the resiliency standard will be better positioned to protect their property and investment. Floodproofing may also reduce the level of required investment in surface water management infrastructure (pumps) for areas that will be below sea level in the future.

Action Steps:

1. **Determine your elevation** (Contact your city's Floodplain Manager to obtain an elevation certificate, <https://www.fema.gov/elevation-certificate>)
2. **Get construction quotes** by calling a few licensed general contractors or coastal engineers. Check references, consider living shoreline options, and compare costs and contract terms.
3. **Consider financing options.**
Check out rates for a home equity or construction loan, if needed.
4. **Hire a qualified and knowledgeable contractor.**
Permitting is typically handled by the contractor. Permits are required by the city, the County, the State, and the US Army Corps of Engineers.
5. **Construct your new seawall or flood barrier.**
After all inspections, close out your permits. The typical lifespan of a seawall is 30 to 50 years, depending upon materials used.



All Broward County cities with tidally-influenced areas must follow the regional standard for minimum tidal flood barrier and seawall heights. Tidally-influenced areas are waterways where the water level changes in response to the daily tide. Below is a map of the 17 municipalities who will implement the RESILIENCY STANDARDS FOR TIDAL FLOOD PROTECTION, adopted into the Article XXV of the Broward County Code of Ordinances and posted at Broward.org/climate/pages/USACE.aspx. County facilities and the Broward Municipal Services District are also included. The Broward Municipal Services District and other municipalities may require sellers to disclose that the property is located in a tidally-influenced area and subject to the resiliency standards for tidal flood protection.



Ensuring Community Resilience, Together

Broward County has provided regionally consistent standards for seawalls, banks and berms, and other appurtenant infrastructure (e.g., boat ramps) to ensure maximum effectiveness of coastal improvements necessary to mitigate high tide flooding associated with realized and additional sea level rise through the year 2070.

Participation by the marine industry, real estate community, engineers and planners from both the private and public sector, and other stakeholders in extensive public meetings and surveys was integral to the adoption of a regional standard that could be utilized by and serve to benefit the entire community.



BROWARD
COUNTY
FLORIDA
Environmental Planning and
Community Resilience Division
Broward.org/Climate
[#ResilientBroward](https://twitter.com/ResilientBroward)



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 to LDC

Date Rec'd: 7/19/21

Petition No.: TX-051-21

(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: Citywide

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., Dania Beach, FL 33004

Business Telephone: 954-924-6800 Home: Fax:

E-mail address:

Name of Property Owner: n/a

Address of Property Owner:

Business Telephone: Home: Fax:

Explanation of Request: Text Amendment adopting Seawall Regulations

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: [Signature]
(Owner / Agent signature*)

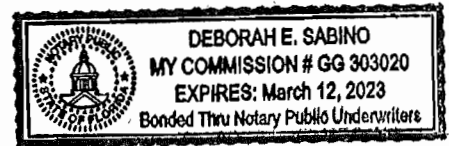
BEFORE ME THIS 20th DAY OF JULY, 20 21

By:

ELEANOR NORENA
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



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 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED "STREETS AND SIDEWALKS" AT ARTICLE I, ENTITLED "IN GENERAL" BY CREATING SECTION 22-7A OF THE CITY CODE OF ORDINANCES TO BE ENTITLED "AUTHORITY OF CITY COMMISSION TO CO-DESIGNATE ROADS AND STREETS, ETC." AND DELETING CODE SECTION 700-150 ENTITLED "AUTHORITY OF CITY COMMISSION TO NAME, RENAME, NUMBER OR RENUMBER ROADS, ALLEYS, ETC.", OF CHAPTER 28, TO PROVIDE A PROCESS FOR THE CITY COMMISSION TO NAME OR RENAME PUBLIC RIGHTS OF WAY

Purchasing Requests ONLY

Dept:

Acct #:

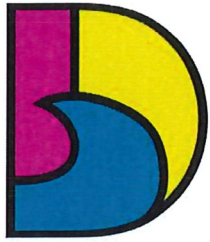
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-079-21 CM Street Renaming, TX-079-21 SR Street Renaming, O-2021- Amending Ch. 22, Creating Sec. 22-7A Co-Designate Roads and Streets, Etc. and Deleting Sec. 700-150, TX-079-21 application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: October 26, 2021

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **TX-079-21:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, to relocate the enabling language and create regulations to co-designate street names (FIRST READING).

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou,
email=csosacruz@daniebeachfl.gov, c=US
Date: 2021.10.08 11:45:20 -04'00'

Request:

To create regulations for co-designating street names.

Background

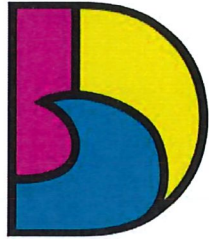
The City's Code of Ordinances empowers the City Commission to rename roads and streets but currently does not identify a process for doing so. This text amendment formalizes the process that has been administratively established and followed by the City for several years and relocates the existing language from Chapter 28, the Land Development Code to Chapter 22, entitled Streets and Sidewalks.

Budgetary Impact

None

Recommendation

Approve the ordinance on first reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: October 26, 2021

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Deputy City Manager **Candido Sosa-Cruz**

FROM: Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **TX-079-21:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, to relocate the enabling language and create regulations to co-designate street names (FIRST READING).

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach,
ou, email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.10.08 11:45:57 -04'00'

Request

TEXT AMENDMENT

To relocate existing enabling language and create regulations for co-designating street names.

Background

The City's Land Development Code, Chapter 28, currently references the City Commissions ability to name or number roads. This reference is being relocated to Chapter 22 entitled Streets and Sidewalks where is it more appropriately located.

The following existing language will be relocated:

"The city commission is authorized and empowered to name or number any road, subdivision street, alley or other thoroughfare within the city limits and to change such names or numbers. The fire marshal is authorized to designate and issue house numbers for properties abutting upon such roads, subdivision streets, alleys or other thoroughfares."

The existing language empowers the City Commission to rename roads and streets but currently does not identify any process for doing so. This text amendment formalizes the process that has been administratively established and followed by the City for several years.

These administrative policies include:

- Co-designation only
- Only local roads, streets, subdivision streets or alleys are eligible
- Review and comment by the City's Parks, Recreation and Community Affairs Advisory Board
- Review and comment by any applicable Homeowners Association and/or Civic Association
- If request is denied, must wait 2 years before resubmitting request.

- All costs are the responsibility of the applicant

The proposed regulations reflect the administrative procedures with the following minor changes:

- Notification for property owners within 1 mile; was 1/4 mile
- If named after a person, the person must be deceased without a criminal record, fraudulent, immoral, or offensive history.
- Petition with support from 50% of adjacent property owners; was 20%

This is the first of two required readings for this item.

Planning and Zoning Board Recommendation

On October 20, 2021, the Planning and Zoning Board will hear the request to relocate the existing enabling language. The Board's recommendation will be presented at the City Commission meeting.

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2021-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY CREATING SECTION 22-7A OF THE CITY CODE OF ORDINANCES TO BE ENTITLED “AUTHORITY OF CITY COMMISSION TO CO-DESIGNATE ROADS AND STREETS, ETC.” AND DELETING CODE SECTION 700-150 ENTITLED “AUTHORITY OF CITY COMMISSION TO NAME, RENAME, NUMBER OR RENUMBER ROADS, ALLEYS, ETC.”, OF CHAPTER 28, TO PROVIDE A PROCESS FOR THE CITY COMMISSION TO NAME OR RE-NAME PUBLIC RIGHTS OF WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to create a process for designating, naming or re-naming public rights-of-way within the City of Dania Beach; and

WHEREAS, it is in the City’s best interests to create a process that is consistent with best practices, and takes into consideration various factors to ensure that the designation is appropriate for the City; and

WHEREAS, the City desires to create section 22-7A of the City Code of Ordinances to document the City’s process for designation;

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 22 of the City Code of Ordinances, which Chapter is entitled “Streets and Sidewalks”, at Article I, entitled “In General”, at Section 22-7A, is created to read as follows:

CHAPTER 22

STREETS AND SIDEWALKS

ARTICLE 1 – IN GENERAL

* * *

Sec. 22-7A. Authority of City Commission to co-designate roads and streets, etc.

The City Commission may, by resolution, adopt after a public hearing a co-designation of any local road, street, subdivision street or alley (referred to as “street” in this Section) within the City limits. All streets shall retain their current names as a co-designation.

- (a) GENERAL PROVISIONS. It shall be the responsibility of the City Manager’s Office to assign an individual to review, implement, and enforce the City’s guidelines for co-designating City streets. Such duties shall include, but not be limited to the following:
 - (1) Implement the regulations established for co-designating City streets.
 - (2) Facilitate citizen input through the process of notifying of property owners withing one (1) mile of the roadway segment to be co-designated.
 - (3) Review all applications and advise the applicant as to whether or not the application has met the requirement set forth in these regulations.
 - (4) Coordinate with the Parks, Recreation, and Community Affairs Advisory Board and any applicable Homeowner’s Association, Civic Association or both for review and comments.
 - (5) Present the completed application and supporting documentation to the City Commission along with the request for City Commission authorization to grant or deny application requests, based on the established requirements. If the City Commission issues a denial of such change, the applicant must wait two (2) years to re-apply.
- (b) All individuals and organizations requesting to co-designate a City of Dania Beach street must submit a City of Dania Beach Application for co-designating streets, a petition as provided below, and an application fee as determined by separate resolution. All costs, including notices, mailings, sign changes, staff time, etc. as determined by the City Manager’s Office, shall be the responsibility of the applicant. No application shall be granted by the City Commission until after the City’s receipt of payment of the application fee and notification, mailing, sign changes, and associated costs. Actual physical or other co-designation measures, including signage changes, shall not be performed by the City until such additional costs over and above the application fee, as determined by the City Manager’s Office, are paid to the city.
- (c) Petition. The applicant shall submit to the City Manager’s Office the original copy of a petition which clearly states, on each page containing petition signatures, the full intent of the petition, which is signed by the owners of fifty percent (50%) of the properties which front on, back on, or have a mailing address containing the name of the affected street.

(d) Criteria Considered When Reviewing Request To Co-Designate Street. All applications requesting that a City street be co-designated will be reviewed by the City Manager's Office for completeness and submitted to the City's Parks, Recreation and Community Affairs Advisory Board for review and recommendation prior to submission to the City Commission for consideration. Reviews and Final Determinations will be based on the following criteria:

- (1) Whether or not the request is proposed to co-designate the name of a local street.
- (2) Whether or not the name requested is already being utilized in the immediate or surrounding neighborhoods, other parts of the City, Broward County or both.
- (3) Whether the requested segment of a particular street to be co-designated will cause confusion when the segmentation is not created by a natural landform or waterway.
- (4) Whether or not the name requested is perceived to be immoral or offensive to a portion of the City's citizenry.
- (5) Whether or not the street requested to be co-designated has an existing co-designation (no more than one co-designation should be authorized).
- (6) Whether or not the applicant has met the requirements referenced in this Code and have the support of the surveyed and affected property owners.
- (7) Whether or not the street or the existing name of the street requested to be co-designated has significant historical value to the City.
- (8) If named after a person, the person must be deceased without a criminal, fraudulent, immoral, or offensive history.
- (9) If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or offensive history.

(e) Notification of Street Co-Designations

1. Mail notification of a co-designation request shall follow the requirements identified in the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC), with the exception that property owners within one (1) mile shall be provided notice of such request.
2. Newspaper notification shall follow the same requirements identified in the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC).
3. Signs developed according to the same requirements as those provided through the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC). The signs shall be posted for thirty (30) days prior to submittal to the City Commission, at the beginning and end of the affected street and not more than 1,000 feet apart, between the two street ends and at all intersections with principal arterial roadways, as defined by the City.
4. Any costs incurred by the City for mailing, notices, sign changes, and other out-of-pocket arterial roadways, as defined by the City must be paid by the applicant.
5. Following a Final Determination by the City Commission, the City shall be responsible for providing notice of any approved changes to the City's Fire Department, Police Department (Broward Sheriff's Office District II Office,) the United States Postal Service, the Broward County Property Appraiser's and Tax Collector's offices and other applicable governmental agencies.

- (f) Automatic Denial. An application shall be denied for the following reasons:
1. A request is made to co-designate any of the following major roadways:

North/South Roadways:

- US1/Federal Highway
- Interstate 95
- Dixie Highway
- Beach Road/North Beach Road
- A1A
- US 441/ State Road 7
- Anglers Avenue / Ravenswood Road
- Gulfstream Road

East/West Roadways:

- Stirling Road
- Sheridan Street
- Dania Beach Boulevard
- Park Street

2. An application is not submitted with all requirements identified by this section.
3. A portion of the street has already been co-designated.
4. A request was proposed and considered by the City within two (2) years of the date of submittal of the application.
5. Another street has already been so co-designated or is concurrently being proposed for co-designation with the same name, unless the streets are a continuation of the same street across a north/south or east/west division line.
6. The individual after whom the street is to be co-designated had been convicted for a felony or any crime involving moral turpitude or had pending charges of a felony on any crime involving moral turpitude at the time of his or her death.
7. The corporation or other non-natural person after which the street is proposed to be co-designated must have a reputation (and its officers and representatives) without a felony criminal, fraudulent, immoral or offensive history.
8. The street was named prior to 1949.

- (g) Parks, Recreation And Community Affairs Advisory Board. After the application has been fully reviewed by the City Manager's Office, it shall be submitted to the Parks, Recreation and Community Affairs Advisory Board. The process generally utilized by the Board for other matters shall be utilized for the co-designation of Streets process. However, the decision of the Board shall be advisory only and shall be submitted to the City of Dania Beach City Commission for a Final Determination.

- (h) Final Determination. The City Commission shall make a Final Determination of granting or denying an application. In doing so, the City Commission shall have absolute discretion for co-designating a City of Dania Beach street shall be processed by the City Commission as an ordinance, requiring two readings, one of which shall be a Public Hearing. Final approval shall require a 4/5 vote of the City Commission.
- (i) Waiver of Guidelines. The City shall consider a waiver to any portion of these guidelines for procedures, except for Section (f,) above, entitled “Automatic Denials,” if by a 4/5 vote of the City Commission, the Commission agrees to such a waiver of a portion for any other reason.

* * *

Section 3. That Chapter 28 , entitled the “Land Development Code”, at Article 700 Entitled, “Code Administration And Legal Provisions”, Section 700-150 entitled “Authority Of City Commission To Name, Rename, Number Or Renumber Roads, Alleys, Etc.” of the City Code of Ordinances, is amended to read as follows:

CHAPTER 28 LAND DEVELOPMENT CODE

* * *

ARTICLE 700 – CODE ADMINISTRATION AND LEGAL PROVISIONS

* * *

Sec. 700-150. Reserved.

~~Sec. 700-150. Authority of city commission to name, rename, number or renumber roads, alleys, etc~~

~~The city commission is authorized and empowered to name or number any road, subdivision street, alley or other thoroughfare within the city limits and to change such names or numbers. The fire marshal is authorized to designate and issue house numbers for properties abutting upon such roads, subdivision streets, alleys or other thoroughfares.~~

* * *

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 the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on October 26, 2021.

PASSED AND ADOPTED on second reading on _____, 2021.

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

Date Rec'd: _____

Petition No.: TX-079-21

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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- CD

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Street Renaming text 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: _____ 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*)

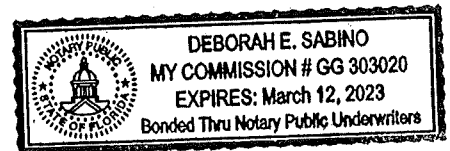
BEFORE ME THIS 28th DAY OF September 2021

By:

Eleanor Noreña
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Deborah E. Sabino
(Signature of Notary Public – State of Florida)



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 FINANCE DEPARTMENT

MEMORANDUM

DATE: October 14, 2021

TO: Ana M. Garcia, City Manager, ICMA-CM

FROM: Frank DiPaolo, Finance Director 
Frank DiPaolo
cc=Frank DiPaolo, cc=City of Dania
Beach, cc=Finance,
email=fdipaolo@daniabeachfl.gov,
c=US

RE: Report on Dania Beach Grill Proposed Development – Financial Terms and Considerations

This report has been prepared with input from the City's financial advisor Dunlap & Associates, real estate consultant Colliers International Florida, LLC, and through analysis and observation by City Finance Department staff.

BACKGROUND

The City Commission of the City of Dania Beach authorized the City Administration to solicit proposals from qualified real estate developers/investors with restaurant operation experience to enter into a Developer agreement for the redevelopment of the former Dania Beach Grill site at 65 North Beach Road, Dania Beach.

A workgroup of City department directors, assistant directors, and other key personnel, including the financial advisor and real estate consultant, elected to issue a request for Letters of Interest (RLOI) from qualified firms with the requisite ability and experience. The RLOI was marketed by the City's Procurement division and Colliers through various channels and responses were due on July 13, 2021.

The City received seven qualified proposals. A staff committee was convened to evaluate the proposals and hear presentations from all seven firms on August 17, 2021. Ultimately, the committee ranked the proposals and provided the rankings to the City Manager for presentation to the City Commission. The top three ranked firms are as follows, in order of ranking:

- 1) **LM Restaurants** – Proposes to bring the spirit and soul of Lucky Fish (one of their brands located in Pompano Beach) to Dania Beach while honoring the 75-year rich history and hospitality of Dania Beach Grill.
- 2) **PDKN Holdings** – Proposes to revitalize this Dania Beach icon long operated as The Dania Beach Grill into the landmark Dania Beach has envisioned it to become, by enhancing (Currently Owners/Operators of Bokamper's Sports Bar and Grill).
- 3) **Caddy's Restaurant Group** – Proposes to build new Caddy's Restaurant on the existing grill site.

On September 13, 2021, the City Manager presented the rankings to the City Commission for discussion and possible action. The City Commission elected to hear presentations from the top three ranked proposers, and said presentations were conducted on September 21, 2021. The City Manager will bring forward a final report on October 26, 2021, in anticipation that the elected officials will select a firm with which the City will enter into a Developer Agreement.

The Finance Department, financial advisor, and real estate consultant met with each of the top three proposers on September 29, 2021 to discuss their financial proposals and the various terms of the proposed concepts.

OVERVIEW OF PROPOSALS

PDKN Holdings

Founded in 2008, PDKN is the Developer/Owner/Operator of several successful restaurants, including four “Bokampers” in Broward County and Naples, and “Bo’s Beach House” and “The Balcony Las Olas” in Fort Lauderdale. PDKN has proposed “Bo’s Dania Beach Grill”, a concept incorporating both open-air and air-conditioned seating, with views of the ocean from virtually every seat in the restaurant.

Bo’s Beach Grill Concept (PDKN)



PDKN chose to incorporate beach architecture with a tiki-style design in a beach friendly and casual environment. Their \$4.5 million construction proposal aims to renovate the existing Dania Beach Grill structure and construct an expanded outdoor tiki area, to be completed approximately twelve months from issuance of permits.

LM Restaurants

LM Restaurants is a full-service restaurant developer and operator with more than 38 establishments and 13 brands across the Southeast US and has been in the hospitality business for 43 years. Their local concepts include several “Carolina Ale House” locations, “Oceanic” and “Lucky Fish” in Pompano Beach, and “2 Georges at the Cove” in Deerfield Beach. They also have a significant presence in North Carolina. LM has proposed “Lucky Fish, Dania Beach”, with a main building to be constructed within the existing Dania Beach Grill footprint, along with a separate outdoor tiki building that incorporates a covered band stage and event lawn to the north.

Lucky Fish Concept (LM)



LM's concept incorporates Old Florida/Key West style architecture combined with the outdoor tiki bar ambiance. The total cost of construction is estimated at up to \$5 million and projected to open doors within 15 months of execution of a Developer Agreement.

Caddy's Restaurant Group

Caddy's was founded over 15 years ago and opened its first beachfront concept in 2008. Caddy's currently operates six Caddy's restaurants across Florida in the cities of Treasure Island, Madeira Beach, Bradenton, St. Pete Beach, Indian Shores, and Gulfport. Their proposal for Dania Beach will mimic the décor of their Madeira Beach location, with a two-story structure using murals that capture the history and essences of Dania Beach, and design incorporating a similar look and feel of their other properties.

Caddy's Concept (Caddy's Restaurant Group)



The Key West style design provides ample indoor and outdoor dining spaces with ocean views and a relaxed atmosphere. The total cost of construction is estimated at \$3 million and project to open to the public one year from permit issuance.

FINANCIAL TERMS

The following matrix summarizes the financial proposals and other points discussed with each proposer:

Item	Description	PDKN	LM	Caddy's
1	Construction cost and financing	\$4.5 million Self-financed	Up to \$5 million Self-financed	\$3 million Bank loan financed
2	Construction timeframe	12 months from permit issuance	Within 15 months of agreement execution	12 months from permit issuance
3	Revenue projection	\$6 million growing to \$9.6 million from years 1-5	\$7-9 million during Years 1-5	\$3-7 million during years 1-5
4	Lease term	55 years Initial 15-year term with four 10-year renewals	75 years Initial 25-year term with two 25-year renewals	30 years Initial 10-year term with four 5-year renewals
5	Lease payment / revenue share	Years 1-15: \$200,000 or 7% of sales above \$6 million; Renewal term - the greater of \$200,000 or 7% of sales	The greater of \$180,000 or 4% of sales	Years 1-5: \$200,000 + 3% annual escalation; Year 6 and thereafter: 7% of sales
6	Lease payment commencement	Within 6-8 months of permitting regardless of construction progress	Within 6 months of permitting regardless of construction progress	Upon opening of restaurant
7	Revenue guarantor	Entire corporate holding	This venture only	Entire corporate holding
8	Operations, maintenance, taxes, and insurance costs paid by lessee?	Yes	Yes	Yes
9	Willing to lease spaces in future parking garage?	Yes	Depends on terms	Yes
10	Terms negotiable?	Yes	Yes	Yes

ANALYSIS

The following is a breakdown and analysis of the financial aspects of their proposals:

- Each of the designs incorporate inside and outside seating with expansive oceanfront views, and **their construction timelines are similar and reasonable**. Each firm proposes a minimum investment of \$3 million.
- **Both PDKN and LM have extensive experience in the South Florida market**, but Caddy's does not.
- All proposers have requested **automatic lease renewals**; however, their lease structures differ widely. **Caddy's offers the shortest term**, with an initial 10-year term with 30 years in total. PDKN is seeking an initial 15-year term and 55 years in total. LM has proposed three 25-year terms.
- All proposals provide for the greater of a fixed lease payment or revenue sharing, either immediate or deferred. **PDKN provides for the most immediate financial upside** since they are now offering the greater of \$200,000 or 7% of sales above \$6 million for the first term, and they are projecting at least \$6 million per year (initial proposal was \$200,000 base rent with an annual escalation for the first 15-year lease term, and then 7% of sales). LM is offering the greater of \$180,000 or 4% of sales from day one, and Caddy's is offering \$200,000 base rent with an annual escalation for the first five years, and 7% revenue sharing beginning in year 6. **Although LM does offer the revenue share immediately, it is 3% lower than the other proposers.**
- Given their experience with similar concepts in comparable geographic locations, **all of the revenue projections are reasonable and appropriate**, given the size and seating capacity.
- **PDKN and Caddy's are offering to guarantee their lease payment by their entire corporate holding**, while LM is only guaranteed by this individual venture.
- While LM and PDKN are self-financed, **Caddy's will obtain bank financing for the majority of their construction costs**, adding a layer of risk to their proposal.

Conclusion

All three proposers have a track record of financially viable and lasting restaurant concepts for at least 13 years, and each have indicated that they are willing to negotiate financial terms if selected. However, there are differences that should help to guide the selection. Both PDKN and LM have extensive South Florida experience and success, while Caddy's does not. Furthermore, PDKN and LM are self-financed, while Caddy's is using bank financing for construction. Therefore, the Finance Department recommends selection of either PDKN Holdings (Bo's Beach Grill) or LM Restaurants (Lucky Fish) for negotiation of a Developer Agreement for the redevelopment of the Dania Beach Grill. Finally, PDKN's terms are somewhat more favorable to the City and LM would likely need to renegotiate their terms to remain competitive.

DANIA BEACH HOUSING AUTHORITY MEMBERSHIP

Tuesday, October 19, 2021

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Rosalind Curry 235 NW 6 th Avenue Dania Beach, FL 33004 954-864-8216 (Cell) rosalind.curry1951@gmail.com	October 9, 2018	November 1, 2018 through October 31, 2022	James
Celeste Oatman 710 SW 2nd Terrace Dania Beach, FL 33004 954-920-4845 954-240-0133 celesteloatman@yahoo.com	June 25, 2019	June 1, 2019 through May 31, 2023	Lewellen
Bob Adams 330 SE 3 rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	May 14, 2019	June 1, 2019 through May 31, 2023	Lewellen
Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	October 12, 2021	November 1, 2019 through October 31, 2023	James
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	October 13, 2020	November 1, 2020 through October 31, 2024	Lewellen
Ruth H. White 143 NW 7 th Avenue Dania Beach, FL 33004 954-829-6576 strmbc@bellsouth.net	October 27, 2020	November 1, 2020 through October 31, 2024	Lewellen

**DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP**

Tuesday, October 19, 2021

Tamora Brown 1125 W Dania Beach Boulevard Apt. C Dania Beach, FL 33004 305-300-6687 tamorabrown@gmail.com	1/23/2018	November 1, 2017 through October 31, 2021	James
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AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, April 15, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2022	James
		November 2020 through November 2022	James
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	February 9, 2021	November 2020 through November 2022	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	February 9, 2021	November 2020 through November 2022	Lewellen
Patricia De La Fuente 195 NE 2 nd Street Dania Beach, FL 33004 401-206-1976 Patricia.dlfz@gmail.com	February 23, 2021	November 2020 through November 2022	Davis
Mario A. Callejas, Jr. 4485 SW 25th Terrace Fort Lauderdale, FL 33312	April 13, 2021	November 2020 through November 2022	Davis
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	February 9, 2021	November 2020 through November 2022	Salvino

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, April 15, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	February 9, 2021	November 2020 through November 2022	Salvino
Charlene Tanner 1024 SE 5th Avenue, Unit 1 PL 954-817-4541 Charlenetanner@comcast.net	February 9, 2021	November 2020 through November 2022	Odman
Dolores Boegli 173 NE 6 Court Dania Beach, FL 33004 954-549-5854 doloresboegli@bellsouth.net	February 9, 2021	November 2020 through November 2022	Odman

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Monday, September 27, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2024	Davis
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell pastorgreatermtzioname@aol.com	January 12, 2021	November 2020 through November 2024	James
		November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadvn@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
		November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Monday, September 27, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
Kenyatta McKie Assistant Principal, Olsen Middle School 5960 SW 24 th Place, Apt. #302 Davie, FL 33314 954-548-1013 Kenyatta.McKie@browardschools.com	March 9, 2021	March 2021 through November 2024	Ad-Hoc

GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Monday, June 28, 2021

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2020 through June 22, 2022	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrighthevents.com	March 9, 2021	March 22, 2021 through March 22, 2023	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Darren Greene 294 NW 13 th Court Dania Beach, FL 33004 954-558-2770 dgreene@daniabeachfl.gov	June 10, 2021	June 21, 2021 through June 21, 2024	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, October 21, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
John Fitzgerald 715 NW 7 th Street Dania Beach, FL 33004 954-662-6625 john@Johnfitzgeraldre.com	May 25, 2021	November 2020 through November 2024	Salvino
Thomas G. Angelos 218 SW 13th Street Dania Beach, FL 33004 954-670-6099 T_Angelos@yahoo.com	February 9, 2021	November 2020 through November 2024	Salvino
		November 2020 through November 2024	James
Neil Kutchera P.O. Box 1181 Dania Beach, FL 33004 954-609-1800 neil.kutchera@gmail.com	May 11, 2021	November 2020 through November 2024	James
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Chris Rabil 302 SE 3rd Place Dania Beach, FL 33004 301-461-4476 chris.rabil@gmail.com	May 25, 2021	November 2018 through November 2022	Lewellen
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, October 21, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Craig Valentine 1982 Tigertail Boulevard, Bldg. #9 Dania Beach, FL 33004 954-505-3201 954-258-4848 (Cell) craig@gwaflorida.com	September 10, 2019	November 2018 through November 2022	Odman
Martin Proulx 195 NE 2 nd St. Dania Beach, FL 33004 954-321-0200 martina@aprecast.com	February 23, 2021	November 2020 through November 2024	Davis
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 8, 2021	November 2020 through November 2024	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, September 22, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754-802-4217 JohnHeatherHolmes@gmail.com	May 11, 2021	November 2020 through November 2022	Lewellen
Carmen Feinberg 4400 SW 43 Avenue Dania Beach, FL 33314 954-445-1254 cfeinberg1021@gmail.com	August 24, 2021	November 2020 through November 2022	Lewellen
Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	July 13, 2021	November 2020 through November 2022	James
Deborah Bell 713 SW 3 rd Street Dania Beach, FL 33004 954-292-0757 Deborock87@gmail.com	February 23, 2021	November 2020 through November 2022	James
		November 2020 through November 2022	Davis
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	February 23, 2021	November 2020 through November 2022	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, September 22, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Christine LaBarca 235 SE 8 th Street Dania Beach, FL 33004 954-292-1441 christinelabarca@aol.com	February 9, 2021	November 2020 through November 2022	Salvino
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 9, 2021	November 2020 through November 2022	Salvino
Sheila Moorehead McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sofftekk@gmail.com	February 9, 2021	November 2020 through November 2022	Odman
Markus Slamanig 311 SE 3rd Street Apt. 501 Bldg. F Dania Beach, FL 33004 901-335-5740 markus.slamanig@gmx.at	February 9, 2021	November 2020 through November 2022	Odman



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: October 26, 2021

To: Mayor Tamara James
Vice Mayor Marco A. Salvino, Sr.
Commissioner Joyce L. Davis
Commissioner Lori Lewellen
Commissioner Lauren Odman

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

During the last two weeks the BSO Police Department has conducted several key arrests in coordination with our Crime Suppression Team (CST), focusing their efforts on narcotics, vehicle theft and felony related crimes. There have been some noticeable decreases in burglaries and larcenies due to their efforts. Additionally, our Police Traffic Unit continues to enforce school zone speeds at Olsen Middle School and Dania Elementary. The Traffic Unit also continued enforcement along SE 5th Ave to address speeding complaints received. Over the course of two months, our Homeless Outreach Deputies assisted a chronic homeless client establish contact and conduct virtual appointments on their personal mobile device with the social security administration. They assisted him in obtaining computer access to his account at the library, obtain his personal documents (birth certificate, social sec card) in an effort to expedite his social security benefits. As of October 7th, he finalized this process and will begin receiving financial assistance in two weeks which will aid him in obtaining permanent housing. Update to follow.

The Public Services Department working with the Parks & Recreation Department completed the Mildred Jones Park Waterside Deck Replacement (please see photo attached). The Public Services Landscape Division beautified the Star Centennial Park and several residents sent us feedback on how beautiful the park is with the new landscaping (please see pictures attached). The long-awaited SE 2nd Avenue Water Main Replacement Project is nearing completion and projected to be finished by the end of December. The Utilities Division is working on a phased approach and notifying residents of any water shutoffs. The Dania Cove Drainage project is complete, and the Ocean Park (beach) Parking lot drainage project will be completed in November. Additionally, the Ocean Park Overhead Utility Line Undergrounding Project will be completed by the end of December.

The Parks and Recreation Department continues to stay busy with existing programming, new programming and working towards the start of our first phase of our Parks Master Plan at CW Thomas Park. The RFQ for the Construction Manager at Risk Services closed on Friday, October 15th and the

selection committee will be reviewing the successful submissions once received from procurement. The Dania Beach Rising Stars program continues to be a success with 16 kids registered at CW Thomas Park, 11 kids registered at Frost Park and 8 kids registered at PJ Meli. In reference to our beach, bonfires continue to be an issue on the shoreline of Whiskey Creek in the Hollywood section. Hot coals are often found in the morning patrol and are extinguished by the lifeguards. The addition of the overnight security guards at the beach this fiscal year will help enforce this issue and keep the area safe of fires. Our Parks Team at CW Thomas Park will be hosting our first ever eSports Tournament on Saturday, November 6th from 10:00 a.m. – 5:00 p.m. Participants will be competing in Madden '22 on the PlayStation gaming system. Pre-registration is required.

In the month of September, the Building Department reviewed and issued 137 building permit applications. The building team conducted 1,027 inspections and issued five residential Certificates of Occupancy and one commercial Certificate of Occupancy (FPL Power Plant Administrative Building).

Code Compliance continues to work with BSO to enforce violations at vacation rentals, addressing noise, parking issues, and any stay less than five (5) days. Additionally, Code Compliance continues to work with the Building Department to address 40 and 50 Year Building Safety Inspection Reports to ensure compliance is achieved on all properties. The next magistrate hearing in October will include these non-compliant properties.

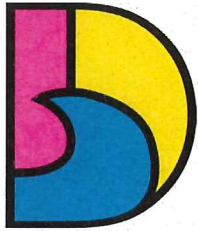
Human Resources continues to provide an in depth weekly COVID-19 report with statistical data regarding positivity rates, hospitalization rates, county comparisons, CDC reports and latest news. As of last week, the positivity rates in Broward County continue to decline, but still remain slightly above the 5% mark. The City continues to address positive employee COVID cases and conduct contract tracing. The COVID testing the City garage with the Department of Health has been extended through November 4th.

The City Manager's Office put together a committee of key team members that will ensure our Strategic Master Plan remains front and center and the deliverables and timelines are adhered too. Empowering this committee with the necessary deliverables and tracking of our Strategic Plan with timelines as well as ARPA funds is necessary and vital to our success. A very informative session from my ICMA conference led me to consider this endeavor.

I am going to be participating in the upcoming Florida City and County Management Association (FCCMA) Winter Conference in Cocoa Beach February 2-5, 2022. I will place a travel authorization request on the November 9th agenda for approval.

Working with all of you, engaging our community and supporting our volunteers and City Team is paramount to this administration and we will continue to perfect what we do and how we do it.





DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: October 26, 2021

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report – September 2021– Community Development Department

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosa@danibeachfl.gov, c=US
Date: 2021.10.19 10:15:18 -0400

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach, ou=Community Development, email=enorena@danibeachfl.gov, c=US
Date: 2021.10.19 12:06:39 -0400

The following is a summary of Community Development Department activity during the month of September.

Community Development Special Projects:

Public Art Program: On December 10, 2019, the City Commission adopted the Public Art Ordinance which established impact fees to be collected from new development for the purchase, creation and installation of public art which we are now collecting. On June 22, 2021, the City Commission approved the Public Art Program, which identifies specific locations for art installation, guidelines for acceptance of public art, and identified how the Public Art Advisory Board would function. The RFP to find a consultant to administer the Public Art Program will be published on October 15, 2021. Staff anticipates presenting qualified bid applicants to the City Commission by the end of the year.

Water Supply Plan: Approval of the City's Water Supply Plan is critical as it identifies where the City will obtain its water supply for existing residents and businesses as well as future development. Adoption of a Water Supply Plan will bring the City into compliance with State requirements. Community Development and Public Services, as well as our consultants have been working together on this project for many months. Staff continues to work with our consultants and intend to bring the plan and necessary amendments to the City Commission for approval this year.

Trafficway Amendment: Team members are in the process of preparing an amendment to the Broward County Trafficway Plan to remove the two one-way pairs from SW 4th Avenue. This amendment will allow the current traffic pattern to remain and allow for the development of property in the area to occur without right-of-way dedications required. This request was approved by the City Commission on September 28, 2021. Staff will have an application submitted to Broward County by the end of the year.

Records Retention: Team members secured an off-site location to relocate department records that are required to be maintained by State Statute in preparation of the space being rehabilitated. Team members coordinated with Public Services in the relocation, the majority of which occurred in June. The Department is working on obtaining a vendor to scan all back logged files to decrease the amount of storage space required. A request to hire a consultant will be presented to the City Commission in October.

RAC Zoning In Progress: On September 8, 2021, at a City Commission workshop, staff was instructed to move forward with a Zoning In Progress request in order to give staff time to research and develop prioritization and criteria by which the allocation of the remaining RAC dwelling units should be reviewed by. The Zoning In Progress is currently scheduled to be heard by the City Commission on September 28, 2021. Proposed Text Amendments will follow.

RAC Land Use Amendment: On September 8, 2021, at the City Commission workshop, staff was instructed to move forward with efforts to implement a Comprehensive Plan, Land Use Amendment to request additional residential dwelling units to be assigned to the RAC Land Use category. A request to hire a consultant to assist in this process will be presented to the City Commission in October.

Building Division:

The Building Department reviewed and issued 137 building permit applications.

Building staff conducted 1,027 inspections and issued five residential Certificates of Occupancy and one commercial Certificate of Occupancy (FPL Power Plant Administrative Building).

The Department collected \$166,795.26 in building permits for the month of September.

Planning and Zoning Division:

The following projects are currently going through the DRC review:

Seaview I – The applicant is proposing a Site Plan Modification in order to add 4 additional units on the ground floor of this previously approved multifamily residential project located at 601 East Dania Beach Boulevard. This proposal is currently being reviewed by the DRC.

City Place – The applicant is proposing to develop 110 apartment units on a 1.24-acre site located at the northeast corner of SW 3rd Avenue and SW 1st Street. This project is currently being reviewed by the DRC.

Spirit Airlines Headquarters – The recently approved corporate office project in Dania Pointe is being amended to include the addition of an ancillary building. This proposed revision is currently being reviewed by the DRC.

Seaview II – The applicant is proposing a Site Plan Modification in order to add an additional 98 Units to this previously approved multifamily residential project located at 801 East Dania Beach Boulevard. This proposal is currently being reviewed by the DRC.

Stellar Homes/Stirling Alya – This requested revision to the previously approved site plan for this multifamily apartment complex consists of changing the east perimeter wall along SW 28th Terrace to include a retaining wall, a 5' aluminum wall and landscape screening. Currently being reviewed by DRC.

Planet Baths – The applicant is proposing to develop a three (3) story building housing a fitness center and Russian Baths, along with an at grade parking lot on a one acre site located at 1301 S. Federal Highway. This project is currently being reviewed by the DRC.

Dania Preserve – The applicant is proposing to develop 76 townhouse units on a 12.03-acre site located at 4900 SW 31 Avenue, with applications for Rezoning, Flex, Plat and Site Plan approval. This project is currently being reviewed by the DRC.

Masri Estates – The applicant is seeking Site Plan approval and a right-of-way vacation in order to develop five (5) single-family homes and a new roadway at 25th Way and Griffin Road. This project is currently being reviewed by the DRC.

Koosh Living – This application for Site Plan approval is for a 233 multi-family residential / mixed use development at 3851 Stirling Road, along with applications for rezoning and plat approval. It is being reviewed by the DRC.

Showroom Warehouse - Applicant David Gigel has applied for a Site Plan approval for a warehouse with twenty percent office space at 684 SW 7 Terrace. This project is currently being reviewed by the DRC.

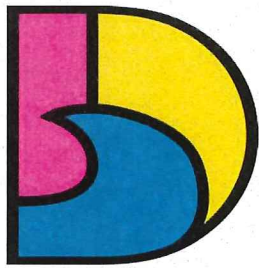
Altamar Foods Cold Storage – This Site Plan application proposes a 36,000 square foot cold storage and distribution facility on a 1.5 acre industrial site. It is currently being finalized for an upcoming City Commission meeting.

ROMI Building - The Site Plan for the project is in DRC review. The project is for a mixed-use building on South Federal Highway. The project proposes 11,000 square feet of commercial and 44 dwelling units. This Site Plan is pending further DRC review.

ARG Office - The applicant is requesting the modification of a previously approved site plan for the construction of a one-story building with 3,500 square-foot of professional office building space located at 4025 Ravenswood Road. This project is pending DRC final engineering review.

Code Enforcement and Parking Division:

- Code is continuing to work with BSO to enforce violations at vacation rentals, addressing noise, parking issues, and any stay less than five (5) days.
- Code is contacting the BSO Homeless Outreach when we notice homeless campsites.
- Code continues to work with the Building Department to address 40- and 50-Year Building Safety Inspection Reports to ensure compliance is achieved on all properties. The next magistrate hearing in October will include these non-compliant properties.
- Code scheduled 64 cases for the Special Magistrate Hearing on September 23, 2021.
- A total of 59 complaints were submitted into the code complaint system and were inspected by code staff.
- Parking enforcement staff issued 1,172 citations at the beach.
- Department is requesting to purchase 11 new parking meters updating the Pay-By-Phone app technology and raise parking rates at the October 12, 2021 City Commission meeting.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: October 19, 2021

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager
Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=c.sosa@daniasb.fl.gov,
c=US
Date: 2021.10.19 13:12:08 -0400

FROM: Linda Gonzalez, SPHR, SHRM-SCP – HR / Risk Management Director **LG**

RE: Human Resources and Risk Management Report

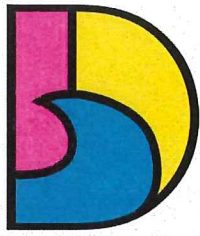
The following is a summary of Human Resources and Risk Management activities:

- Open/To be open Recruitments:
 - Public Services
 - Project Manager position closed October 17, 2021, and HR is reviewing applications
 - Equipment Operator I (Beam Team) closes October 19
 - Equipment Operator III (Beam Team) closes October 19
 - Equipment Operator III (Streets) closes October 19
 - Mechanic II, selection has made, and the candidate is in backgrounds
 - Administrative Assistant, selection has made, and the candidate is in backgrounds
 - Recreation
 - Recreation Coordinator I position closed and HR is reviewing applications
 - Beach Lifeguard (PT) closed and HR is reviewing applications
 - Recreation Assistant PT, 2 selections have been made
 - Community Development
 - Beach Rangers (for current Parking Enforcement Officers only), full-time selection has been made
 - Code Compliance Coordinator II closes October 23
 - Finance
 - IT Division Director closes October 29
 - City Clerk
 - Internal promotion, incumbent started 10/18/21
- Fifty-nine (59) full-time employees were awarded a “Safety Day” for completing eight (8) or more hours of safety training as part of the ongoing commitment to the safety of our employees. This also included members of our award-winning Safety Committee who did not miss more than one meeting from October 1, 2020, to September 30, 2021.
- The “RISE to the Occasion” Employee Appreciation Event has been rescheduled for January 21, 2022. The event was originally scheduled for September 24, 2021, and due to the current rise in COVID cases

and out of abundance in caution to our employees, the event was postponed. The employees will be notified of the new date. The RISE event will be the first of its kind and will celebrate the tremendous accomplishments of the City team.

- Human Resources finalized the integration from Neo-Gov to New World, which allows data to automatically transfer from the applicant tracking platform to the ERP system, instead of having to re-enter all data.
- The Human Resources and Finance Departments have recently implemented the 4% COLA changes for all employees.
- HR conducted its inaugural training on performance evaluations for all supervisors, managers, and directors in August. The training was conducted virtually and feedback from the sessions was very positive. The City has started performance evaluations on October 1, 2021, based on employee Anniversary date. Performance evaluations are aligned with the City's Strategic Plan and RISE principles. The City recognizes the importance of supporting a RISE culture and practice of ongoing performance feedback to engage, motivate and maintain a productive, positive, and talented workforce.
- As part of our ongoing commitment to the safety of our employees, Human Resources has partnered with the Broward Sheriff's Office Fire Rescue to bring several trainings to our employees. The most recent training class was held on September 23, and is titled "CPR/AED Life Saving Skills."
- Human Resources and Finance continue to work on the new timekeeping platform – Executime. The go-live date is set for October 30. This new system aligns the City with the Fair Labor Standards Act, and for this first time will have a platform that speaks directly to our payroll system. The system has several modern features that ensure employees are paid accurately, including a geo-fence that allows the use of Cell phones from City buildings to clock-in and out.
- Human Resources completed a wellness survey to all employees for their feedback and ideas for the new Fiscal Year. We are now in the planning stages for wellness programs and a tentative Health Fair planned for March 2022.
- Human Resources is in the renewal process of the City's Medicare Insurance Supplement Plan for retirees and their dependents who are eligible for Medicare for the plan year beginning January 1, 2022. Based on a very successful RFP evaluation, the recommendation is to move to a United Healthcare plan, that continues to provide a national network and retirees can see any Medicare provider, while providing a \$130/month savings for retirees to their insurance and a savings of \$79,000 to the City.
- Human Resources continues to provide an in depth weekly COVID-19 report with statistical data regarding positivity rates, hospitalization rates, county comparisons, CDC reports and latest news. As of last week the positivity rates in Broward County continue to decline, but still remain slightly above the 5% mark. The City continues to address positive employee COVID cases and conduct contact tracing. The COVID testing the City garage with the Department of Health has been extended through November 4.

- The new employee break room is almost completed. We have brand new appliances, furniture, and patio furniture on order, new flooring, a flat screen TV, and Dania Beach picture on the way. This is another we recognize, appreciate, and respect our employees. We hope our team will enjoy their new break room!
- HR is working with One Blood for a second blood drive on October 21. The Blood mobile will be in front of City Hall from 10am – 5pm and will gift a \$20 gift card and Halloween T-shirt to everyone who donates.
- The Commission recently approved two (2) new benefits for employees that will allow for a savings for both employees and the City, (and pending negotiations for union-covered employees).
 - *Special Pay Plan:* under the terms of this plan, when employees leave the City, their accumulated sick and vacation time will be deposited into their own 401(a) pension account. This plan, which is compliant with the Internal Revenue Code, allows employees to defer Federal income tax and permanently save FICA and Medicare tax (7.65%). The City also saves its share of FICA and Medicare match on payments made to the plan.
 - *FICA Alternative Plan:* this plan permits government employers to enroll eligible part-time, seasonal, and temporary employees in an I.R.S. approved qualified retirement plan. The minimum contribution is 7.5% of gross pay. This contribution is made on a pre-tax basis in lieu of the Social Security tax. The contribution is deducted each payroll period from the employee's check and allows employees to defer Federal Income Tax and permanently save FICA (6.2%), and also allows the City to save its share of FICA match on payments made to the plan.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: October 19, 2021

TO: Ana M. Garcia, ICMA-CM, City Manager

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

The department continues to stay busy with existing programming, new programming and working towards the start of our first project of our Master Plan at CW Thomas Park. The RFQ for the Construction Manager at Risk Services closed on Friday, October 15th and the committee will be reviewing the successful submissions once received from procurement.

The department submitted two grant applications this month. The application for the FRDAP grant funding request for Mullikin Park was submitted on Friday, October 15th and the application for the Better Cities for Pets for the Precious Paws Dog Park and PJ Meli Park was submitted on Friday, October 1st.

The Dania Beach Rising Stars program continues to be a success with 16 kids registered at CW Thomas Park, 11 kids registered at Frost Park and 8 kids registered at PJ Meli.

The Dania Beach Ocean Rescue team participated in the Fort Lauderdale Corporate Run where they placed 2nd overall in the team results and 1st in their division. Staff has been busy banning battery operated bikes and skateboards on the beach due to safety issues as some of these bikes can reach 20 mph near the water's edge where children are playing. Lifeguards have also been enforcing motorized surfboards.

Bonfires continue to be an issue on the shoreline of Whiskey Creek in the Hollywood section. Hot coals are often found in the morning patrol and are extinguished by the lifeguards. The addition of the overnight security guards at the beach with the new fiscal year will help enforce this issue.

Ocean Rescue Report:

- Rescues – 1
- Medical – 3
- Law Enforcement Calls – 4
- Missing Persons - 4

On Saturday, October 9th Frost Park held its first Flea Market since being shut down due to COVID-19. The event was a success with 52 vendors participating. The next flea market will be on Saturday, December 4th.

As the Dania Beach Dolphins Cheer and Football Program season wrapped up, one team made it to the playoffs, the 12U team. They played on Sunday, October 17th and lost to the Ives Estates Eagles. We are looking forward to next season already! Staff will be starting Football Skills Clinics at CW Thomas Park Tuesdays and Thursdays from 6pm – 7:30pm starting on October 26th to keep kids active and engaged.

Staff is finalizing the details for the Fall Festival event at CW Thomas Park on Friday, October 29th from 5pm – 8pm. This event will be in person on the field following safety protocols to ensure the safety of staff and participants.

Staff at CW Thomas Park will be hosting our first ever eSports Tournament on Saturday, November 6th from 10am – 5pm. Participants will be competing in Madden '22 on the PlayStation gaming system. Pre-registration is required.

Ongoing programs:

- Swim Lessons PJ Meli Aquatic Complex and CW Thomas Park
- Walkers Club at CW Thomas Park
- Adult Kickball at PJ Meli Aquatic Complex. The current season is in the playoffs with the new season starting November 18th.
- Karate at PJ Meli Aquatic Complex
- Water Polo at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Aquatic Complex
- Jazzercise at Frost Park
- Youth Soccer at Frost Park

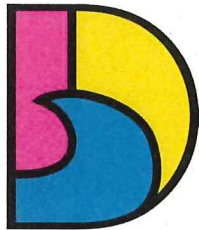
Upcoming Programs and ideas:

- Youth Archery Program – scheduling to get staff certified to teach
- Youth Flag Football Program – staff looking into league options
- Adult Flag Football
- 5 on 5 Basketball Tournament at PJ Meli Park – December 11th

Park improvements continue to remain a priority for the department. The below improvements have been completed or are being scheduled to be completed:

- The tennis courts at Frost Park were pressured cleaned and look like new.
- Staff continues to work with Public Services staff on the ball fields located at Frost Park and PJ Meli Park.
- All benches have been replaced and installed at Mildred Jones Park.
- The drinking fountain has been replaced by Public Services at Tootie Adler Park.
- The broken dog park equipment has been replaced at PJ Meli Park.
- Pressure cleaning of PJ Meli Complex is being scheduled with the vendor based upon their availability.

The department continues to actively monitor COVID-19 and remains in contact with other cities throughout Broward County regarding programming, rentals, etc. All indoor rentals remain shut down until further notice. All advisory meetings continue to be virtual and senior programming and meetings remain postponed until further notice as the safety of our community and our staff is our number one concern.



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 26, 2021

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=csosacruz@dania-beach.fl.gov, c=US
Date: 2021.10.19 09:02:27 -0400

FROM: Fernando J. Rodriguez, Public Services Director Fernando Rodriguez
Digitally signed by Fernando Rodriguez
DN: cn=Fernando Rodriguez, o=City of Dania
Beach, ou=PS,
email=frodriguez@dania-beach.fl.gov, c=US
Date: 2021.10.19 17:41:06 -0400
Dincer A. Ozaydin, Deputy Director/City Engineer D. Rodriguez

RE: **PUBLIC SERVICES DEPARTMENT (PSD) ACTIVITIES – September 28, 2021 – October 25, 2021**

Provided below is a summary of the main PSD activities for roughly the past six weeks.

- **The Melaulucca Wall** (approximately 3,600 feet long) along the south side of Griffin Road was painted by in-house staff with an attractive three-color pattern. Work is under way on the painting of the eastern section of the bridge contiguous with the wall, which is expected to be completed before the end of October.
- **Mildred Jones Park Waterside Deck Replacement: *completed*** in mid-October.
- **The SE 2nd Avenue Water Main Replacement Project** is nearing completion and projected to be finished by the end of December.
- **Bid review committees have been convened and responses were ranked in September-October for submittal to the City Commission:**
 - Security Services (Nov. 9 meeting)
 - Pier Refurbishing Project (Nov. 9 meeting)
 - West Wing Remodeling Project (Nov. 9 meeting)
- Status of the following projects is as follows:
 - **Dania Cove Drainage Project – Completed**
 - **Ocean Park Parking Lot Drainage Project – completion expected *by the end of November 2021***
 - **Speed Humps Improvement Project – Phase I: *Completed*; Phase II - *expected to be completed in early 2022.***

FJR/fjr

\continued...



RE: PUBLIC SERVICES ACTIVITIES – September 28, 2021 through October 25, 2021

Date: October 26, 2021

- **The Citywide Streetlight Improvement Project: the non-solar lights** portion of the project is complete, with **96 FPL** lights installed throughout the city.

- **Ocean Park Overhead Utility Lines Undergrounding**
 - Comcast: **Completed**
 - AT&T: **Completed**
 - FPL: in process of contract execution with the expected completion ***by the end of December.***

Grant Funding

Resilient Florida Grant

On August 31, 2021, the PSD made five (5) applications to the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program for planning and construction activities related to flooding and climate change: SW 34 Terrace (\$350,000); SW 37 Terrace (\$375,000); SW 52 Street (\$325,000); SW 54 Court (\$350,000); and the Southeast Drainage Project (\$3.5 million). FDEP determined that all five of the projects are eligible for funding and the City must provide greater detail for the projects to score and rank the projects for funding. Chen Moore and Associates is assisting the PSD in preparing the application packages.

Parks Grant Opportunities

The PSD worked with the Parks Department in evaluating and applying for several grant this month.

- FDEP's Florida Recreation Development Assistant Program (FRDAP). Parks submitted an application to make improvements to Mullikin Park.
- Better City for Pets - Parks submitted an application to make improvements to the dog park at Meli Park.
- Robert Wood Johnson Foundation – Advance Park Equity and Racial Justice. Upon review, municipal governments are ineligible to receive this funding.



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: October 2021
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, Deputy City Manager
FROM: Katia Bordy, Public Information Officer
SUBJECT: PIO Communications

Candido Sosa-
Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=c.sosa@danibeachfl.gov, c=US
Date: 2021.10.19 13:24:47 -0400

Ongoing Communication

The City's website, social media and TV Channel 78 is continuously updated with relevant, new, and important information. All City Departments receive media support on a variety of projects.

Below are the latest social media, website and video communications including special event activities:

- Prepared the Beach Parking Presentation for the Commission Meeting and website
- Continued progress on the RISE Initiative
- Promoted Public Art Plan, Administrator of RFP Public Art Master Plan
- Prepared Dania Beach Murals support documents for Bridge/Beach
- Promoted multiple FDOT Projects
- Promoted Parks Programs
- Promoted BSO Programs
- Created and promoted Youth Advisory Council meeting
- Created Social Media posts for monthly Celebrations
- Took Drone Footage of multiple CIP Projects: Beach, Dania Cove, Public Services, Waterplant
- Took Drone Footage of PJ Meli / Dog Park for website & Best Cities for Pets Grant.
- Prepared Monthly Themes
- Updating Website Departments - Continuous
- ADA Compliance Website. Making all web PDF documents ADA Compliant
- Designed Human resources Birthday Cards to employees
- Created CivicPlus Newsflash training video for City Clerk's Office
- COVID-19 Updates. Ongoing. Covid-19 testing Site at City Hall, CDC Guidelines...



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: October 18, 2021

TO: Ana M. Garcia, ICMA- CM, City Manager
Candido Soza-Cruz, Deputy City Manager

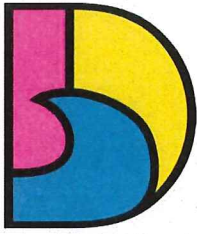
FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the last two weeks- September 22 – October 18, 2021 of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety
- Weekly agenda review team conference
- Municipal Conference WEB EOC
- BSO Ops Conference call with District Chiefs
- Weekly Conference NWS (National Weather Service- South FL) Hurricane Preparedness. Monitoring Weather and Storms
- 2021 Municipal Working Group meeting
- CPR/AED Life Saving Skills for City of Dania Beach Staff
- Safety Committee meeting with City team
- Assistance with aerial view for picture of "Peace Week" art at Collins Elementary
- Preparation of Commission on Fire Accreditation meeting and preparation for Site visit
- Conference call to discuss Broward County's Closest Unit Response
- City Commission Meeting- September 28, 2021
- Open discussion with Broward County Board of Rules and Appeals
- Labor Management Meeting with Chief Holness
- Agenda Review meeting- October 4, 2021
- CRA Meeting with Bill Harris
- Meeting with Eleanor Norena
- Collins Elementary- "Learn the Sounds of Fire Safety"
- Fire Prevention Demo at Dania Elementary with Q1
- Agenda Review meeting- October 11, 2021
- Learn and Smile Preschool- Static Display for Fire Prevention month
- Station 1 and Station 17 visit for Accreditation requirements and responsibilities
- City Commission Meeting- October 12, 2021

- New Hire on Boarding Session
- Meeting with new head of security for Dania Casino
- Fire concurrency report discussion with Eleanor Norena
- AC Repair of Station 1 (second unit) by City team
- Review of repairs and updates needed at Station 1 and 17
- Consideration Letter – Memo on ordering Rescue to Chief Holness and Manager Garcia



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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

DATE: October 15, 2021

TO: Ana M. Garcia, ICMA- CM, City Manager

FROM: Daniel J. Marks, Captain

RE: Dania Beach Monthly Memo to City Manager

PART I CRIME SUMMARY

PART 1 CRIMES : 9/23/21 - 10/06/21	
PART 1 CRIMES	TOTAL
AGGRAVATED ASSAULT	1
AGGRAVATED BATTERY	4
AUTO THEFT	3
AUTO THEFT - MOTORCYCLE	2
BURGLARY BUSINESS	3
BURGLARY CONVEYANCE	9
BURGLARY RESIDENCE	2
HOMICIDE	1
ROBBERY	1
SEXUAL BATTERY	1
THEFT - ALL OTHER	7
THEFT - MOTOR VEHICLE PARTS	2
THEFT - RETAIL / SHOPLIFTING	3
Grand Total	39

NOTABLE DECREASES

Within the past 2 weeks, there was:

- A decrease of 2 Burglary Conveyances.
- A decrease of 2 Burglary Residences.
- A decrease of 11 Larcenies.

NOTABLE ARRESTS

Arrests: 9/23/21- 10/06/21
40

- **Fraud- Fail to redeliver hired vehicle:** Surveillance was conducted on a vehicle that was reported stolen out of Wilton Manors. Deputies made contact with the driver who was in possession of the victim's keys. Further investigation revealed the suspect was in possession of heroin and drug paraphernalia.
- **Loitering and Prowling:** Deputies observed the suspect casing the area, looking into vehicles in a hotel parking lot. The suspect had an extensive burglary history.
- **Grand Theft of Motor Vehicle:** Deputies responded to the area of an LPR (License Plate Reader) hit. The vehicle was located and the subject was arrested.

CRIME SUPPRESSION TEAM (CST)

Within the past 2 weeks, the Crime Suppression Team has:

- Executed one narcotics search warrant.
 - A narcotics dealer was arrested for eight felony counts related to selling narcotics to undercover Detectives.
- Recovered five stolen vehicles, resulting in the arrest of six individuals.
- Made ten total felony arrests.

CRIMINAL INVESTIGATIONS

The Criminal Investigations Unit had the following notable arrest:

- **Auto Theft:** A moped scooter was reported as stolen and a few hours later it was located on the roadway and a traffic stop was initiated. Two suspects involved were charged accordingly, and transported to the Main Jail.
- **Grand Theft Auto:** Deputies received an LPR hit on a stolen vehicle (2017 Hyundai Sonata). A traffic stop was conducted, and the driver was arrested.
- **Grand Theft Auto:** A subject was arrested after he was identified as the one who sold the victim's Chevy Express Van which was stolen out of Dania Beach.

MOTORS / COMMERCIAL VEHICLE ENFORCEMENT

Within the last two weeks, the Traffic Unit continued school zone enforcement at Olsen Middle School and Dania Elementary. The Traffic Unit also continued enforcement along SE 5th Ave to address prior complaints in the area.

HOMELESS OUTREACH TEAM

Over the course of two months, Homeless Outreach Deputies assisted a chronic homeless client establish contact and conduct virtual appointments on their personal mobile device with the social security administration. They assisted him in obtaining computer access to his account at the library, obtain his personal documents (birth certificate, social sec card) in an effort to expedite his social security benefits. As of 10/7 he finalized this process and will begin receiving financial assistance in two weeks which will aid him in obtaining permanent housing. Update to follow

Homeless Outreach Deputies assisted a disabled veteran who was experiencing a homeless crisis situation obtain temporary lodging in a motel with his elementary age child. We facilitated obtaining and completing the proper paperwork with a veteran's network to receive financial assistance with his first, last and security for a proper living environment for his daughter to prevent his living conditions from becoming a chronic situation.

Homeless Outreach Deputies assisted road patrol in locating a chronic homeless client who was experiencing a mental/suicidal crisis. Homeless Outreach Deputies had built a strong rapport with this client and were involved in the search (which included aviation) to provide her exact location to dispatch. This allowed deputies to take the proper measures in ensuring she received the proper medical attention.

Homeless Outreach Deputies also continue to work with Code Enforcement to address areas of concern where homeless clients tend to congregate (maintaining overgrown shrubbery, removing debris).

Furthermore, Homeless Outreach Deputies, are in the process of tracking transient traffic to identify their At Large location and their purpose for seeking At Large residency in the City of Dania.

NEIGHBORHOOD SUPPORT UNIT

In the last 2 weeks, the Neighborhood Response Unit did the following:

FOOD DISTRIBUTION

- There were no food boxes distributed to residents throughout the City

FOLLOW UP / DIRECTIVES

- September 24, 2021 – Chalk for Peace Event – Collins Elementary – 10:00am – 11:30am
- September 27, 2021 – Meeting with CW Park Manager H. Ismail in reference to Fall Festival
- September 30, 2021 – Conference call with Dania Beach City Manager & BSO Staff in regards to Spring break camp.
- October 1, 2021 – Park, Walk, & Talk Initiative with Regional NST. It was conducted on the 100-200 Block of Federal Hwy as well as the immediate surrounding areas.
- October 4, 2021 – “Cocoa with a Cop” – Collins Elementary
- October 5, 2021 – “Cocoa with a Cop” Dania Beach Elementary
- October 6, 2021 – ‘Coffee with a Cop” Starbucks – Dania Pointe
- October 7, 2021 – Rifle Training (Session/Martin)

Meetings Zoom/In Person

- September 28, 2021 – Law Enforcement Torch Run Meeting – 10:00am

Business Checks

- Ulta Beauty – 1760 S Bearing Street
- Keto Zone – 815 S Federal
- South Paw Pet Salon – 833 S Federal Hwy
- Starbucks – 1716 Stirling Rd
- Jaxson’s – 128 S Federal Hwy
- Sugarboo – 1801 Pointe Blvd
- Urban Outfitters - 161 N Pointe Dr
- Dominican Glam Salon – 1418 S Federal Hwy
- Nails by Indira – 1420 S Federal Hwy
- Osley Beauty Experts – 3416 Griffin Rd
- Bella’s Salon – 3338 Griffin Rd
- Youfit – 140 S Compass Way
- Brandsmart – 10 S Compass Way
- Five Below – 1720 S Bearing Street
- One & a Half Mattress – 100 S Federal Hwy
- Metro by T-Mobile - 102 S Federal Hwy
- Pauli’s Pizza – 104 S Federal
- Hair & Nails Unisex Salon 106 S Federal Hwy

- Fashion Jewelry Outlet – 122 S Federal Hwy
- Family Dollar – 120 S Federal Hwy
- Check Cashing Store – 118 S Federal Hwy
- Acora Physical Therapy – 112 S Federal Hwy
- Arestano Café – 6 S Federal Hwy
- Sticks Cigar Lounge – 4 S Federal Hwy



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Business Listing Report

Business Start Date 09/01/21 - 09/30/21
Report By Business Name

Business	Licensor	Address	Phone	Extension	Start Of Business	End Of Business
7-ELEVEN STORE # 41121H 801 DANIA BEACH MOBILE HOMES INC	7-ELEVEN 801 DANIA BEACH MOBILE HOMES INC	800 STIRLING RD, DANIA BEACH, FL 33004 801 E DANIA BEACH BLVD, Dania Beach, FL 33004	(954) 758-0355 (305) 558-0060		09/15/2021 09/22/2021	
AC HOTEL BY MARRIOTT FORT LAUDERDALE AIRPORT AMERICARS AUTO RENTALS ANNTOM DEVELOPMENT LLC ASSURANCEAMERICA INSURANCE COMPANY BANKERS LIFE & CASUALTY COMPANY BEST HUB LLC CHIRCULESCU, CONSTANTINE & MARIANA COLONIAL PENN LIFE INSURANCE COMPANY FIRST GUARD INSURANCE COMPANY FLORIDA TRUCK TOWN GLOBE LIFE AND ACCIDENT INSURANCE COMPANY HORACE MANN LIFE INSURANCE COMPANY HORACIO GIACOMO LLC JESSICA ABALOS KARIN MAHMOUD KLEEN SOLUTIONS 1 LLC LIBERTY NATIONAL LIFE INSURANCE COMPANY LIFESECURE INSURANCE CO LLANOS, CARLOS LUKE SKYBUILDER	DANIA POINTE PARTNERS LLC AMERICARS FORT LAUDERDALE LLC ANNTOM DEVELOPMENT LLC ASSURANCEAMERICA INSURANCE COMPANY BANKERS LIFE & CASUALTY COMPANY BEST HUB LLC CHIRCULESCU, CONSTANTINE & MARIANA COLONIAL PENN LIFE INSURANCE COMPANY FIRST GUARD INSURANCE COMPANY FLORIDA TRUCK TOWN GLOBE LIFE AND ACCIDENT INSURANCE COMPANY HORACE MANN LIFE INSURANCE COMPANY HORACIO GIACOMO LLC JESSICA ABALOS KARIN MAHMOUD KLEEN SOLUTIONS 1 LLC LIBERTY NATIONAL LIFE INSURANCE COMPANY LIFESECURE INSURANCE CO LLANOS, CARLOS LUKE SKYBUILDER	154 N COMPASS WAY, DANIA BEACH, FL 33004 901 OLD GRIFFIN RD, Dania Beach, FL 33004 PO BOX 550331, FORT LAUDERDALE, FL 33355 0 CITY BUSINESS, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 35 SW 12 AVE, DANIA BEACH, FL 33004 4915 TRADEWINDS TER 1006, DANIA BEACH, FL 33312 0 CITY BUSINESS, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 2490 SW 32 ST, Dania Beach, FL 0 CITY BUSINESS, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 500 NE 2 ST 317, DANIA BEACH, FL 33004 915 NAUTILUS ISLE, Dania Beach, FL 33004 225 SE PARK ST, Dania Beach, FL 33004 265 S FEDERAL HWY A, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 104 SE 4 TER, Dania Beach, FL 33004 2650 W STATE RD 84 103, DANIA BEACH, FL 33312 166 N COMPASS WAY, DANIA BEACH, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 2688 SW 36 ST, DANIA BEACH, FL 33312 0 CITY BUSINESS, Dania Beach, FL 33004 0 CITY BUSINESS, Dania Beach, FL 33004 215 SE 3 ST, Dania Beach, FL 33004	(954) 802-7635 (954) 655-3169 (770) 952-0200 (317) 817-3921 (305) 409-1150 (954) 682-6990 (317) 817-3921 (800) 995-4827 (954) 261-4811 (972) 569-3759 (217) 789-2500 (954) 404-4081 (305) 733-8050 (510) 287-6152 (954) 927-2617 (972) 569-3660 (954) 937-7402 (954) 323-9078 (924) 802-7543 (413) 744-3378 (724) 834-5000 (954) 575-7777 (515) 295-2461 (423) 294-7114 (908) 274-5055		09/16/2021 09/03/2021 09/20/2021 09/27/2021 09/28/2021 09/02/2021 09/22/2021 09/28/2021 09/29/2021 09/13/2021 09/20/2021 09/30/2021 09/30/2021 09/13/2021 09/03/2021 09/22/2021 09/20/2021 09/30/2021 09/16/2021 09/23/2021 09/27/2021 09/22/2021 09/27/2021 09/27/2021 09/27/2021 09/22/2021 09/03/2021	



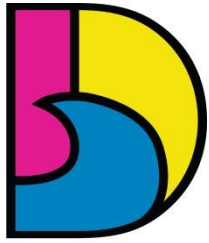
DANIA BEACH
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Business Listing Report

Business Start Date 09/01/21 - 09/30/21

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
SHUVA ISRAEL FORT LAUDERDALE INC	SHUVA ISRAEL FORT LAUDERDALE INC	2425 STIRLING RD, Dania Beach, FL 33312	(954) 854-2314		09/28/2021	
STARMOUNT LIFE INSURANCE COMPANY	STARMOUNT LIFE INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(423) 294-7114		09/22/2021	
THE FRESH CHURCH	THE FRESH CHURCH	714 S FEDERAL HWY, Dania Beach, FL 33004	(954) 694-8745		09/08/2021	
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(336) 691-3036		09/27/2021	
TYE STUDIOS	THROUGH YOUR EYES	3350 GRIFFIN RD, Dania Beach, FL 33312	(954) 327-3447		09/23/2021	
UNUM INSURANCE COMPANY	UNUM INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(423) 294-7114		09/22/2021	
UNUM LIFE INSURANCE COMPANY OF AMERICA	UNUM LIFE INSURANCE COMPANY OF AMERICA	0 CITY BUSINESS, Dania Beach, FL 33004	(423) 294-7114		09/22/2021	
WCF NATIONAL INSURANCE COMPANY	WCF NATIONAL INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(888) 595-8750		09/13/2021	
YAHAV, ODED	YAHAV, ODED	4481 TREASURE COVE DR, Dania Beach, FL 33312	(954) 546-2512		09/22/2021	
					Businesses	38



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, City Manager. ICMA-CM

FROM: Adam Segal, Deputy Finance Director

DATE: October 15, 2021

SUBJECT: Finance Monthly Report –September 2021

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Capital Projects Fund
- Enterprise Funds
 - Water
 - Sewer
 - Stormwater
 - Marina
- Grant Funds
 - City Grants
 - CRA Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

Contingency and Fund Balance Estimate

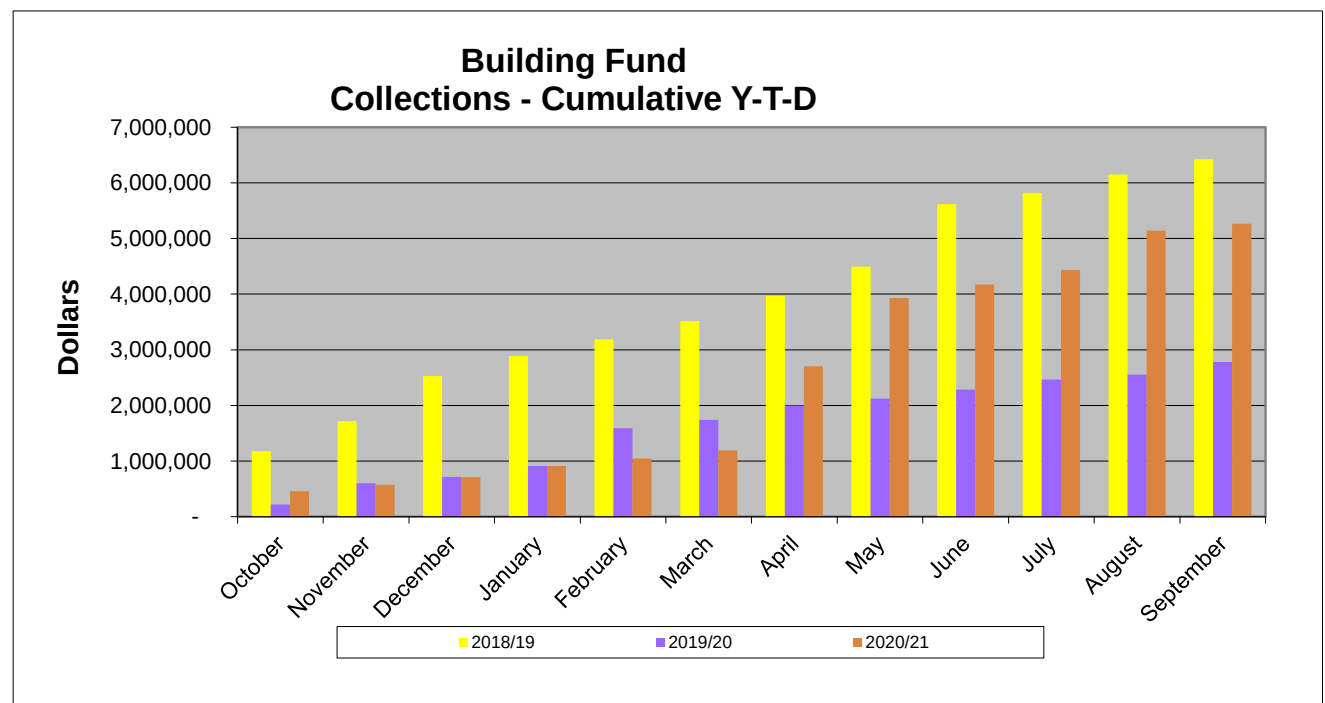
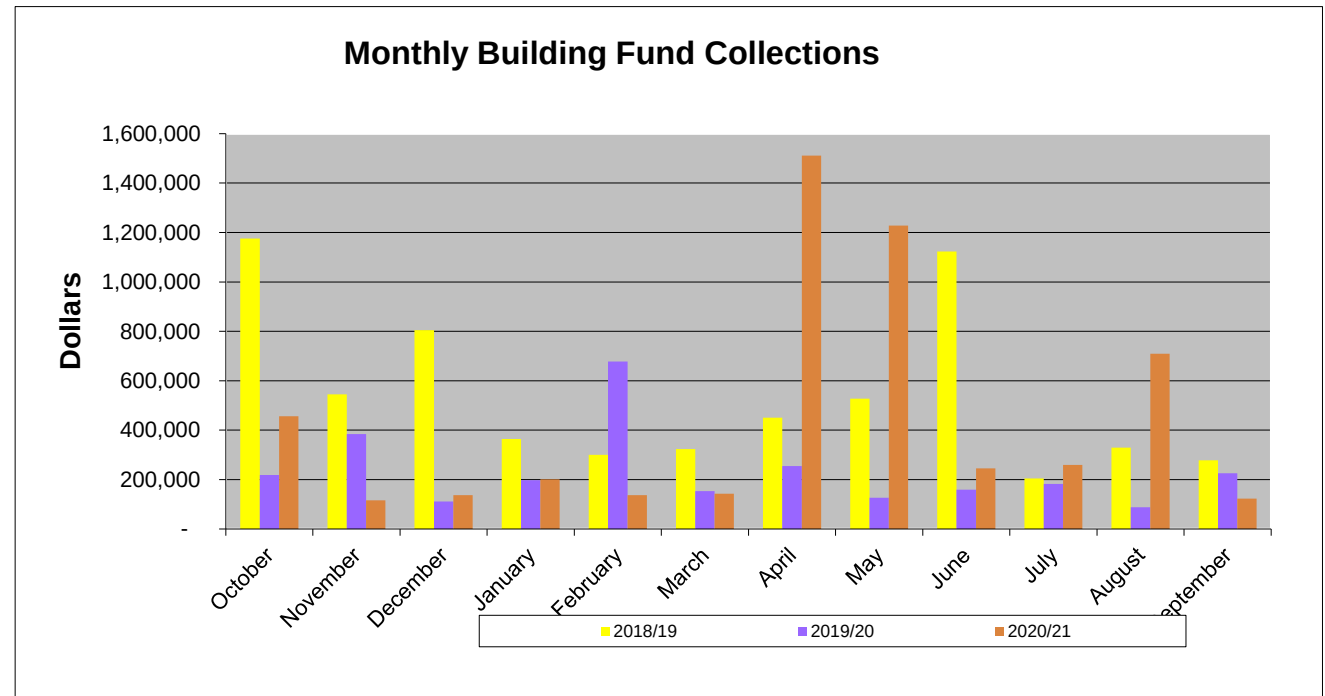
Building Fund Collections

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Monthly			
October	1,175,262	218,842	456,717
November	544,467	383,986	115,930
December	804,921	110,855	137,352
January	364,720	197,296	201,184
February	300,427	677,686	137,028
March	323,671	152,797	142,455
April	451,112	254,963	1,511,205
May	527,681	126,368	1,227,546
June	1,123,013	159,353	245,199
July	204,154	182,848	259,308
August	329,526	88,029	709,467
September	278,138	225,951	122,504
Total	6,427,092	2,778,973	5,265,894

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Cumulative			
October	1,175,262	218,842	456,717
November	1,719,729	602,828	572,647
December	2,524,650	713,683	709,999
January	2,889,370	910,978	911,182
February	3,189,797	1,588,665	1,048,210
March	3,513,468	1,741,462	1,190,665
April	3,964,580	1,996,424	2,701,870
May	4,492,261	2,122,792	3,929,416
June	5,615,274	2,282,145	4,174,614
July	5,819,428	2,464,994	4,433,922
August	6,148,953	2,553,023	5,143,389
September	6,427,092	2,778,973	5,265,894
Annual Goal	4,600,818	5,268,000	4,747,331

Shut down due to COVID-19

Building Fund - thru September 2021



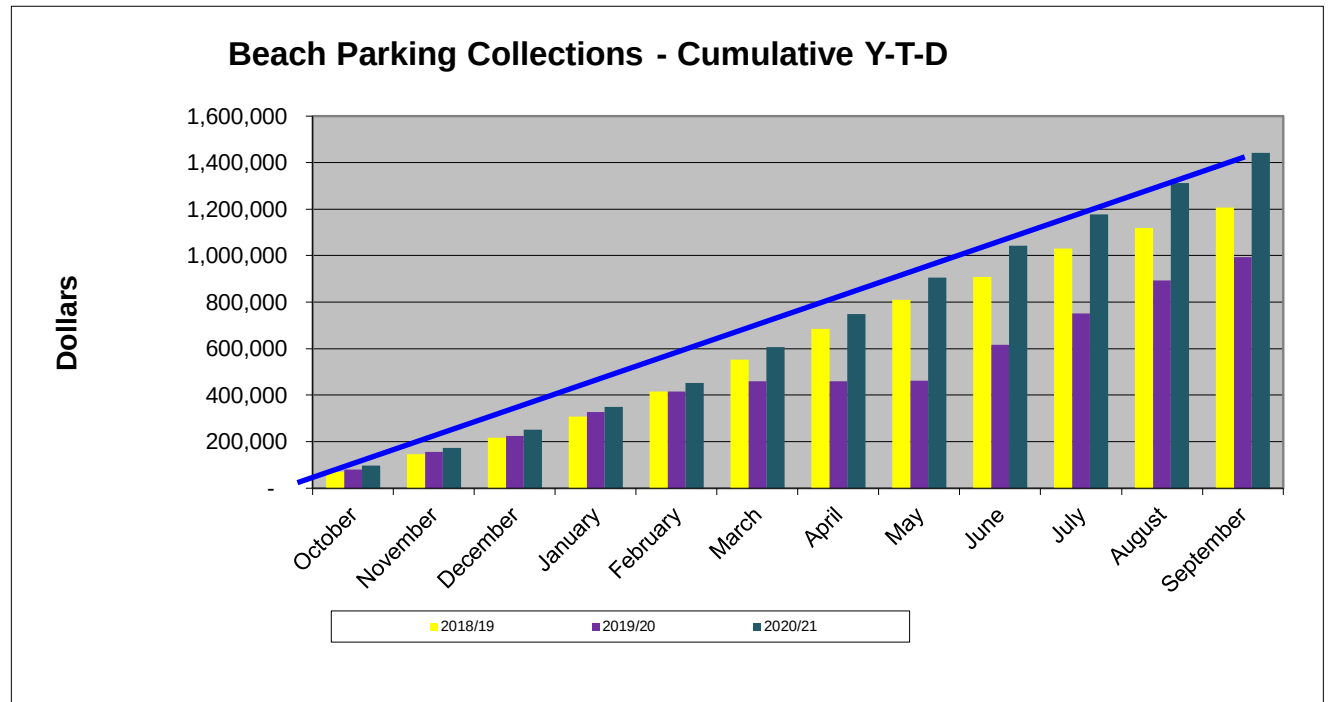
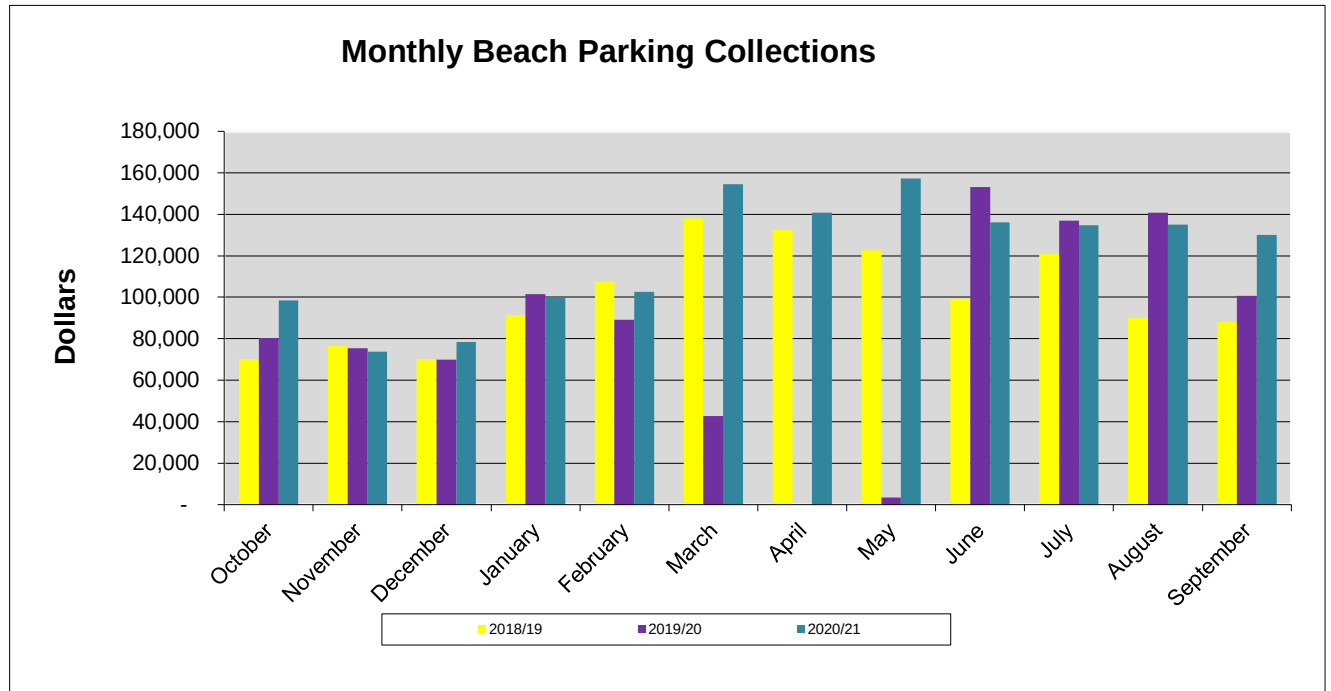
Parking Fee Collections

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Monthly			
October	70,074	80,310	98,451
November	76,505	75,366	73,741
December	70,225	69,806	78,542
January	91,368	101,586	99,866
February	107,600	89,239	102,595
March	138,030	42,686	154,528
April	132,525	-	140,766
May	122,734	3,577	157,300
June	99,416	153,086	136,216
July	121,078	136,900	134,658
August	90,092	140,789	135,026
September	88,120	100,699	130,087
Total	<u>1,207,766</u>	<u>994,044</u>	<u>1,441,776</u>

COVID-19 shut down

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Cumulative			
October	70,074	80,310	98,451
November	146,579	155,676	172,193
December	216,803	225,483	250,735
January	308,171	327,069	350,600
February	415,771	416,308	453,195
March	553,802	458,993	607,723
April	686,326	458,993	748,488
May	809,060	462,570	905,789
June	908,477	615,656	1,042,005
July	1,029,555	752,556	1,176,663
August	1,119,646	893,345	1,311,689
September	1,207,766	994,044	1,441,776
Annual Budget Goal	<u>1,282,367</u>	<u>1,219,032</u>	<u>1,094,352</u>

Beach Parking - thru September 2021



Pier Revenues

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Monthly			
October	38,743	56,498	49,128
November	46,891	53,409	39,289
December	49,729	39,713	44,807
January	49,407	67,274	46,662
February	51,283	56,030	392,450
March	317,751	35,125	53,244
April	45,624	152	64,937
May	68,359	9,475	40,544
June	54,747	39,975	54,227
July	73,113	41,848	61,599
August	50,941	48,348	54,857
September	60,729	48,972	50,878
Total	<u>907,317</u>	<u>496,818</u>	<u>952,620</u>

Shut down in March due to Corona Virus

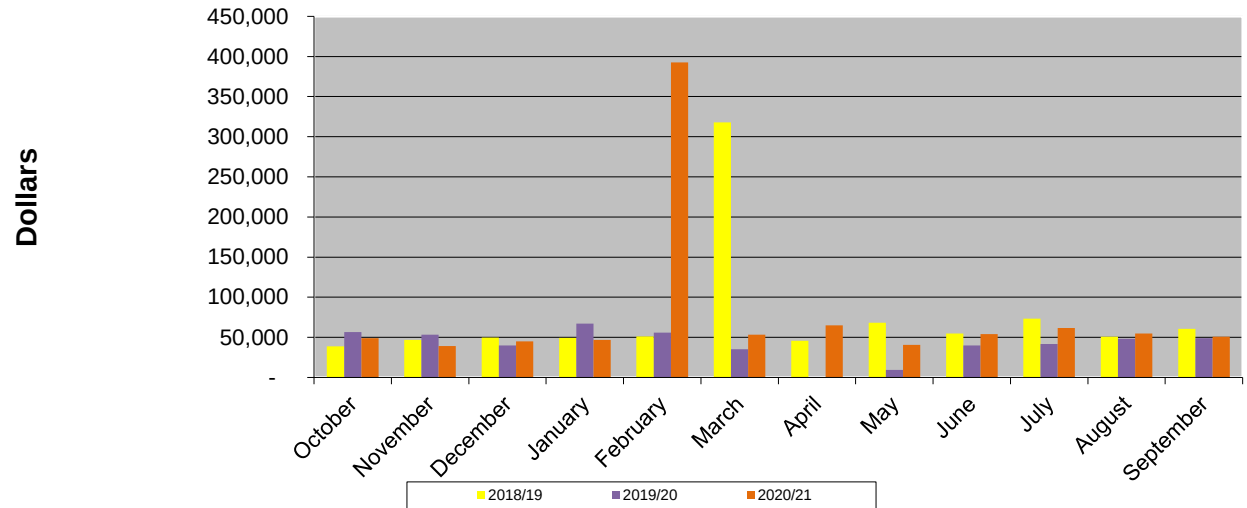
Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Cumulative			
October	38,743	56,498	49,128
November	85,635	109,907	88,416
December	135,363	149,620	133,223
January	184,770	216,894	179,885
February	236,054	272,924	572,336
March	553,805	308,049	625,579
April	599,429	308,201	690,516
May	667,788	317,676	731,061
June	722,535	357,650	785,287
July	795,648	399,498	846,886
August	846,589	447,846	901,742
September	907,317	496,818	952,620
Annual Budget Goal	<u>918,859</u>	<u>914,098</u>	<u>773,952</u>

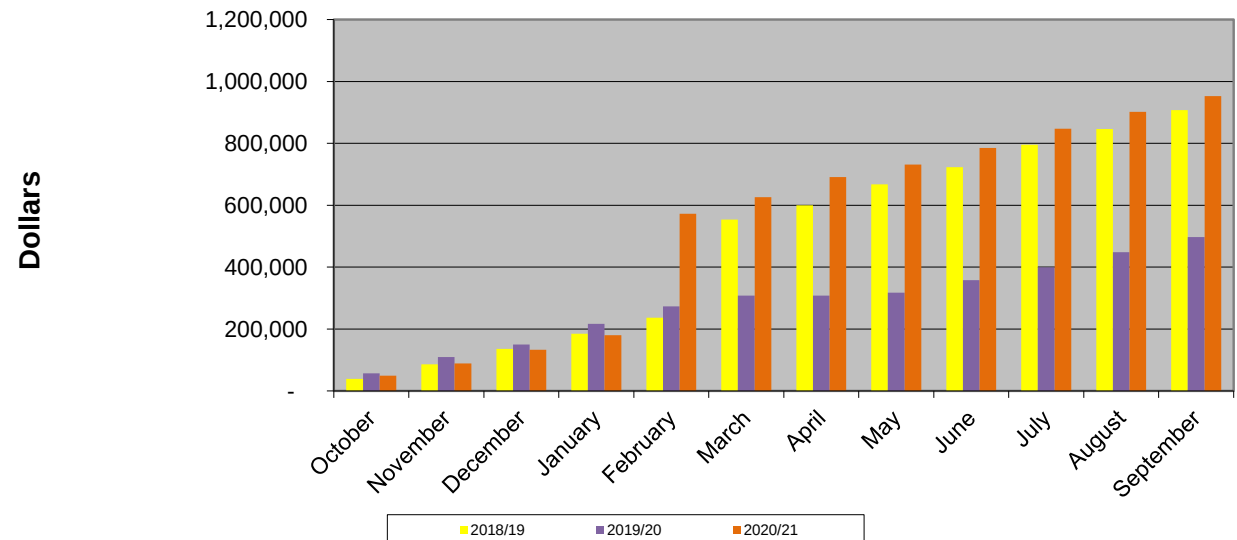
In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.

Pier Revenues - thru September 2021

Monthly Pier Collections



Pier Collections - Cumulative Y-T-D



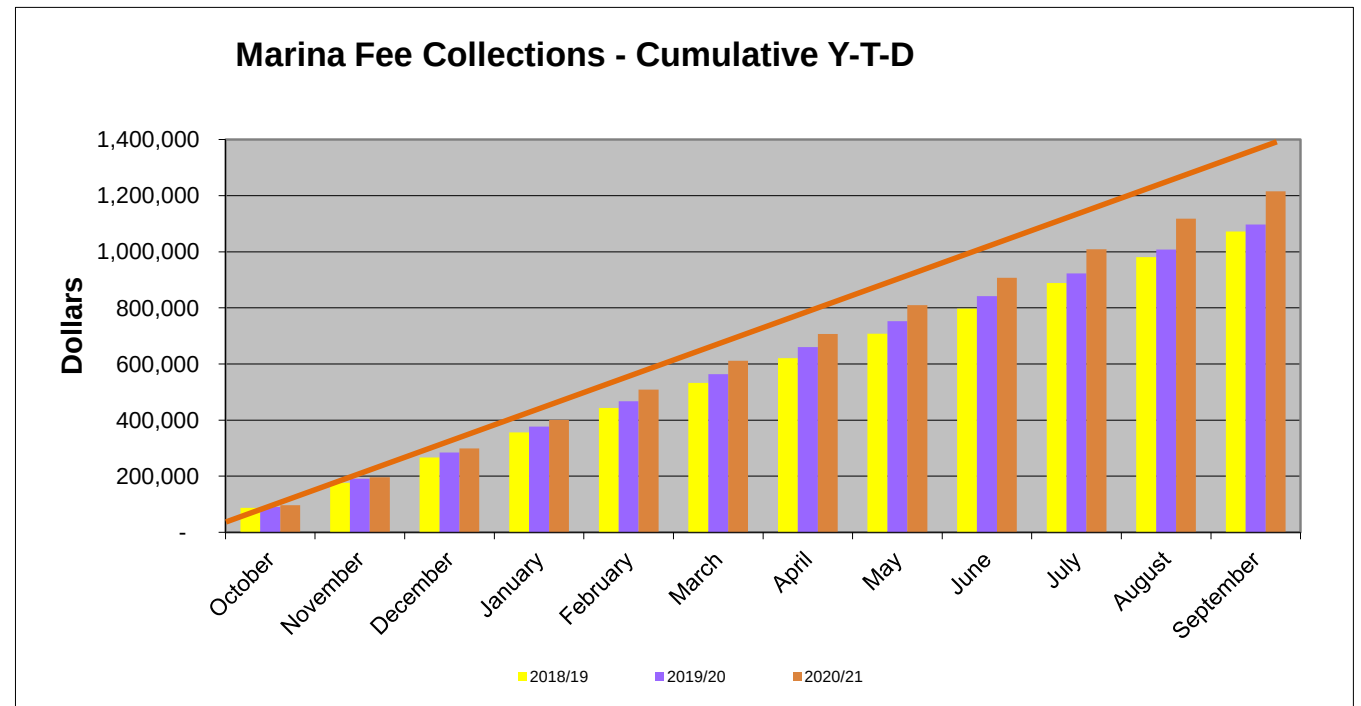
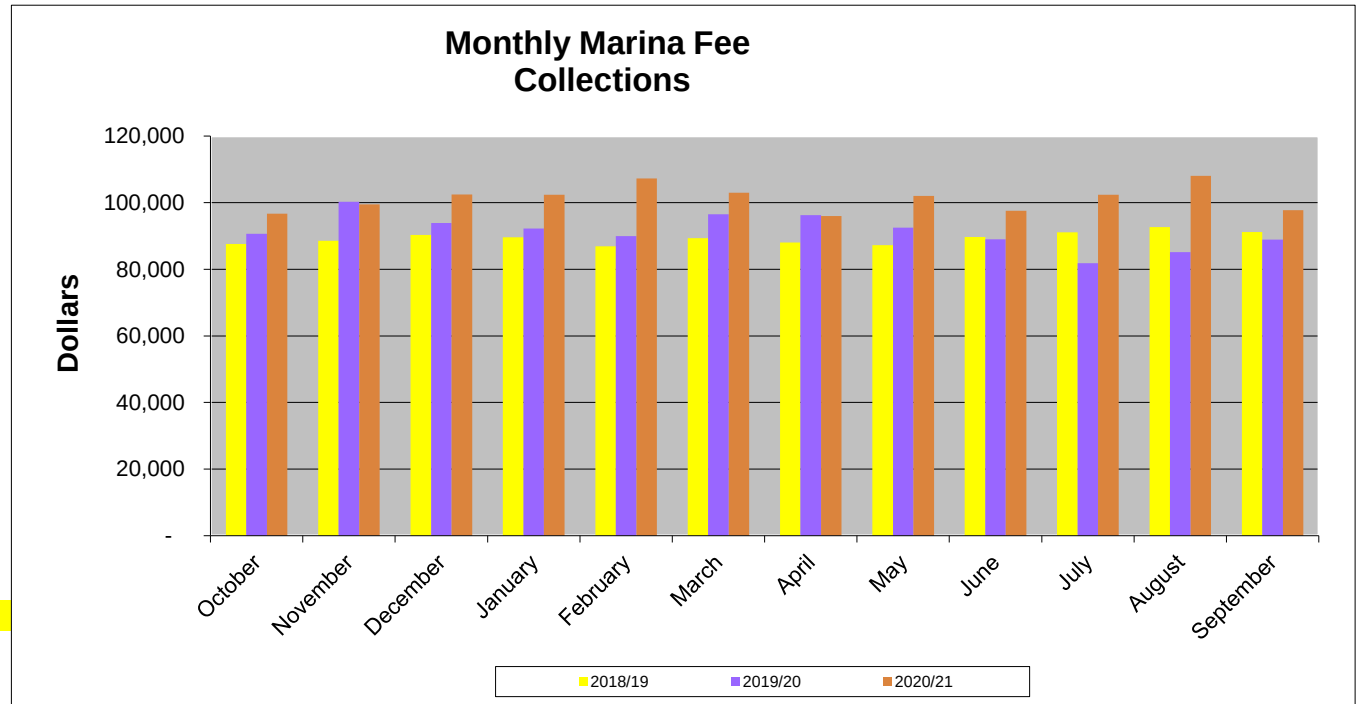
Marina Fee Collections

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Monthly			
October	87,598	90,680	96,691
November	88,582	100,295	99,519
December	90,299	93,879	102,437
January	89,569	92,197	102,400
February	86,889	89,948	107,245
March	89,350	96,527	103,019
April	88,013	96,264	96,002
May	87,281	92,452	102,039
June	89,733	89,025	97,546
July	91,052	81,799	102,395
August	92,686	85,158	108,051
September	91,173	88,941	97,767
Total	<u>1,072,225</u>	<u>1,097,163</u>	<u>1,215,110</u>

Marina closed towards end of march due to COVID 19

	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>
Cumulative			
October	87,598	90,680	96,691
November	176,181	190,975	196,210
December	266,479	284,854	298,647
January	356,049	377,051	401,047
February	442,938	466,999	508,292
March	532,287	563,525	611,312
April	620,301	659,789	707,313
May	707,582	752,241	809,352
June	797,315	841,266	906,898
July	888,367	923,065	1,009,292
August	981,052	1,008,222	1,117,343
September	1,072,225	1,097,163	1,215,110
Budget Goal	<u>1,042,263</u>	<u>1,059,831</u>	<u>1,011,953</u>

Marina Fees - thru September 2021



Governmental Funds Capital Projects
Capital Project Life Cycle
30-Sep-21

Capital Projects Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Project Status
Beach Revitalization Phase II	\$ 925,000	\$ 801,799	\$ 1,726,799	\$ (931,381)		\$ 795,418	In progress
Oasis XIV Project	200,000	(139,851)	60,149	(13,000)		47,149	In progress
Traffic Calming & Beautification Project	250,000	-	250,000	-		250,000	In progress
Roadway and Median Electrical	200,000	-	200,000	(110,000)		90,000	In progress
Total Capital Projects (301)			\$ 2,236,948	\$ (1,054,381)	\$ -	\$ 1,182,567	

Enterprise Funds Capital Projects
Capital Project Life Cycle
9/30/2021

Stormwater Fund	Original Budget	Budget Amendments	Total Budget Funding	Encumbrances	Total Expenses & Open P.O.'s	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
SE Stormwater Phase II	\$ 6,159,729	\$ 989,585	\$ 7,149,314	\$ (880,472)	\$ (1,028,589)		\$ 6,120,725	In-Progress
SW 43rd Terrace, SW 40th Court and SW 49th Street Project	1,170,960	-	1,170,960	(318,362)	(630,450)		540,510	In-Progress
Total Stormwater Fund Projects			8,320,274	(1,198,834)	(1,659,039)	-	6,661,235	
<u>Water Fund</u>								
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(7,415.75)	(55,964.50)		375,766	In-Progress
Hydraulic Modeling	70,000	-	70,000	-	(70,000)		-	Not Started
Total Water Fund Projects			501,730	(7,416)	(125,965)	-	375,766	
<u>Sewer Fund</u>								
Lift Rehab Projects 5,7,10	1,137,594.00	-	1,137,594.00	(108,909.50)	(1,125,791.20)		11,804.30	In-Progress
SCADA System	257,715	14,000	271,715	(23,060)	(271,335)		380	In-Progress
HMGP Lift Stations	499,800	-	499,800	(453,574)	(453,574)		-	In-Progress
Total Sewer Fund Projects			1,409,309	(131,969)	(1,397,126)	-	12,184	
<u>Pier Fund</u>								
Pier Refurbishing	500,000.00	-	500,000.00	(98,400)	(263,949)		-	In-progress
Total Pier Fund Projects			500,000	(98,400)	(263,949)	-	-	
Total Enterprise Projects			\$ 10,731,313	\$ (1,436,619)	\$ (3,446,079)	\$ -	\$ 7,049,185	

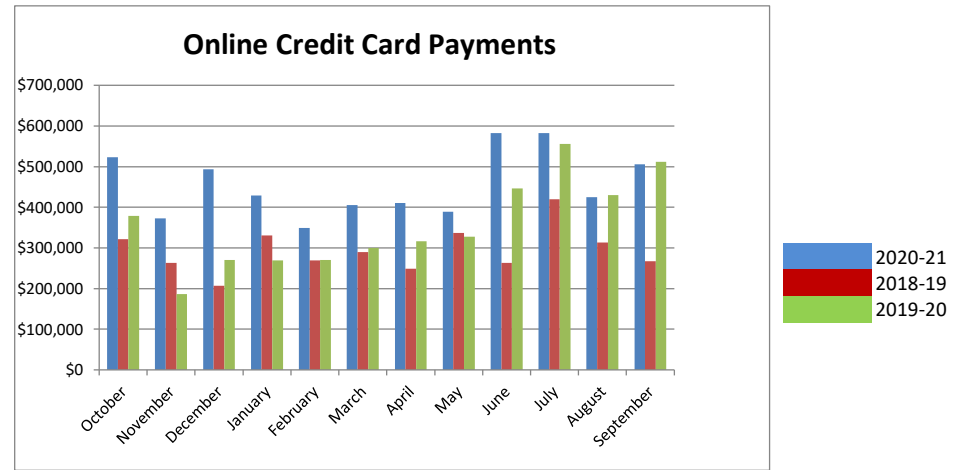
USDA Grant CRA
Grant Life Cycle
30-Sep-21

PATCH Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Revenue Received	Grant Status
USDA CRA Grant	\$ 248,872	\$ 72,487	\$ 321,359	\$ (234,866)	\$ -	\$ 86,493	\$ 213,479	In progress
Total CRA Grant			<u>\$ 321,359</u>	<u>\$ (234,866)</u>	<u>\$ -</u>	<u>\$ 86,493</u>		

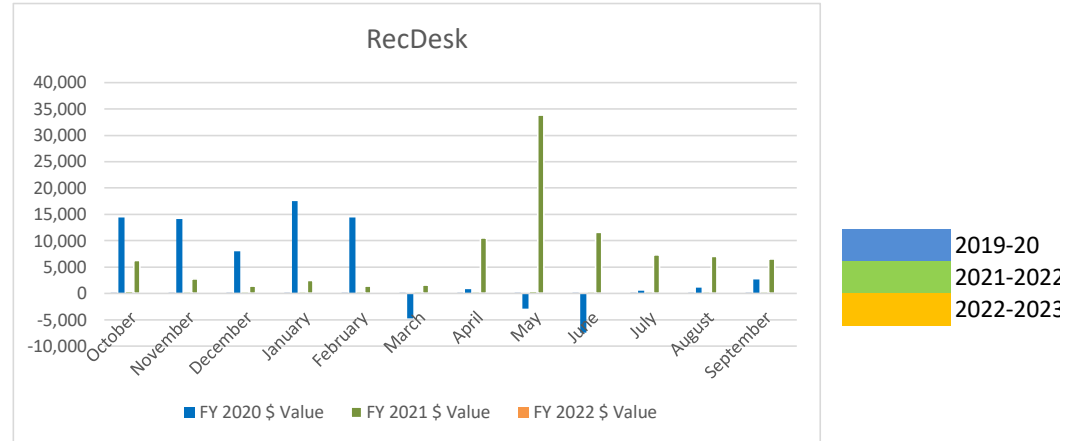
Miscellaneous Funds For Projects
30-Sep-21

Projects	Original Budget	Remaining Funds Available	Project Status
City Hall Renovation	\$ 30,000	\$ 233,890	Not Started
Oasis Project	200,000	200,000	Not Started
Total Funds		\$ 433,890	

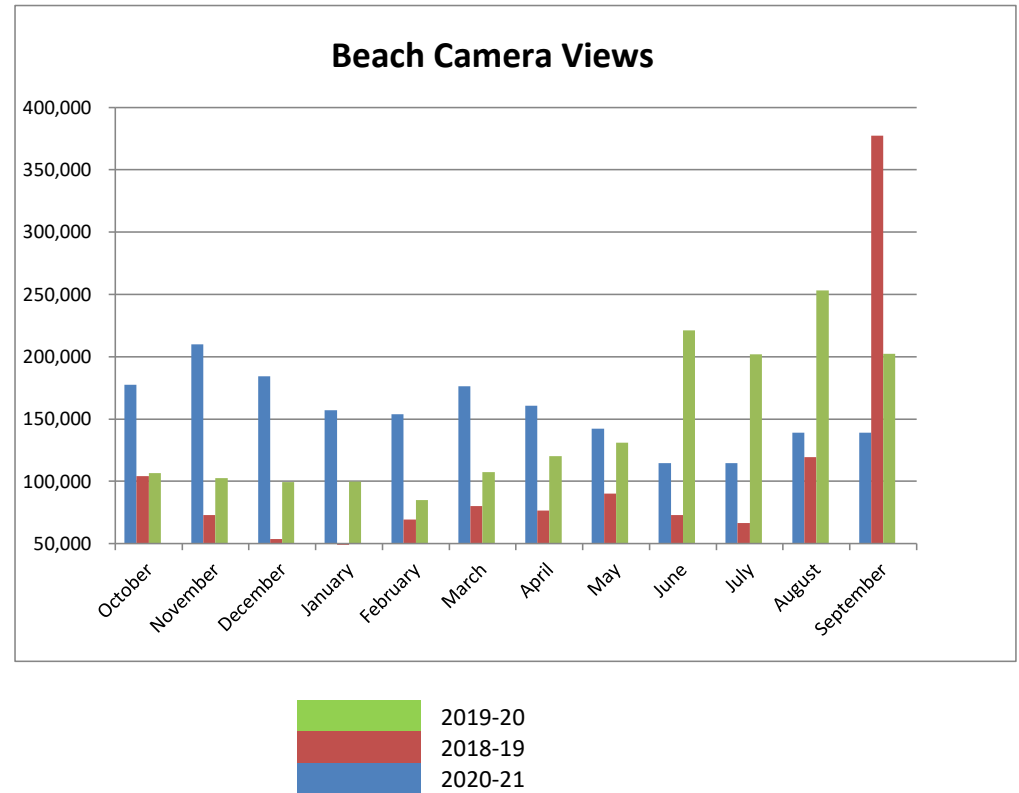
	FY 2021		FY 2019		FY 2020	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,694	\$522,541	1,571	\$321,462	1,695	\$378,828
November	1,659	\$372,920	1,427	\$262,899	1,293	\$186,710
December	1,859	\$493,048	1,311	\$207,256	1,453	\$270,094
January	1,681	\$429,192	1,550	\$330,919	1,378	\$269,347
February	1,625	\$348,642	1,424	\$268,905	1,403	\$270,127
March	1,751	\$405,303	1,506	\$290,206	1,481	\$300,421
April	1,600	\$410,951	1,317	\$249,172	1,742	\$316,140
May	1,568	\$388,510	1,525	\$336,388	1,505	\$327,643
June	1,654	\$581,978	1,346	\$263,574	1,766	\$446,782
July	2,077	\$582,478	1,788	\$419,858	2,054	\$555,309
August	1,589	\$424,738	1,627	\$312,880	1,899	\$430,281
September	1,921	\$505,704	1,410	\$267,102	2,113	\$511,620



	FY 2020		FY 2021		FY 2022	
	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>
October	158	\$14,447	197	\$6,283		
November	94	\$14,092	90	\$2,727		
December	98	\$8,024	46	\$1,398		
January	150	\$17,493	73	\$2,416		
February	130	\$14,408	60	\$1,414		
March	143	-\$4,766	87	\$1,595		
April	23	\$844	161	\$10,541		
May	4	-\$2,843	251	\$33,829		
June	75	-\$7,413	152	\$11,549		
July	30	\$506	131	\$7,298		
August	29	\$1,144	124	\$7,003		
September	95	\$2,675	142	\$6,503		

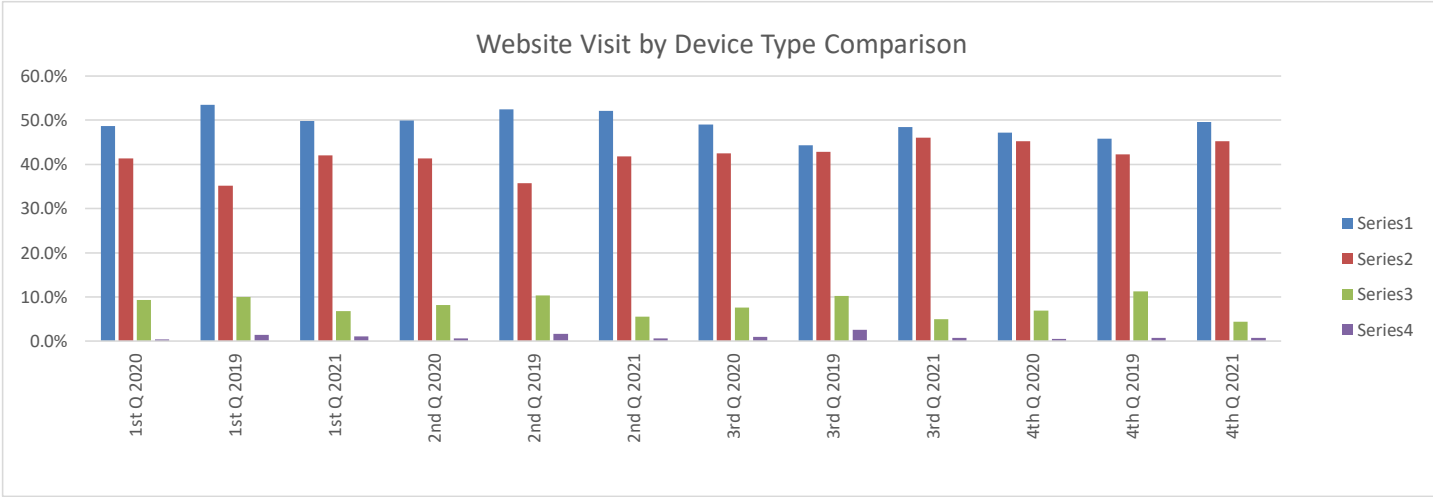


	FY 2021	FY2019	FY 2020
October	177,400	104,200	106,500
November	210,000	73,000	102,700
December	184,300	53,667	99,400
January	157,100	49,000	99,700
February	153,700	69,100	84,900
March	176,200	80,013	107,500
April	160,700	76,400	119,982
May	142,200	90,000	130,800
June	114,400	72,900	221,100
July	114,400	66,300	202,000
August	138,900	119,400	253,200
September	139,200	377,340	202,400



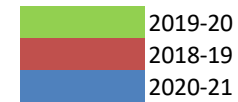
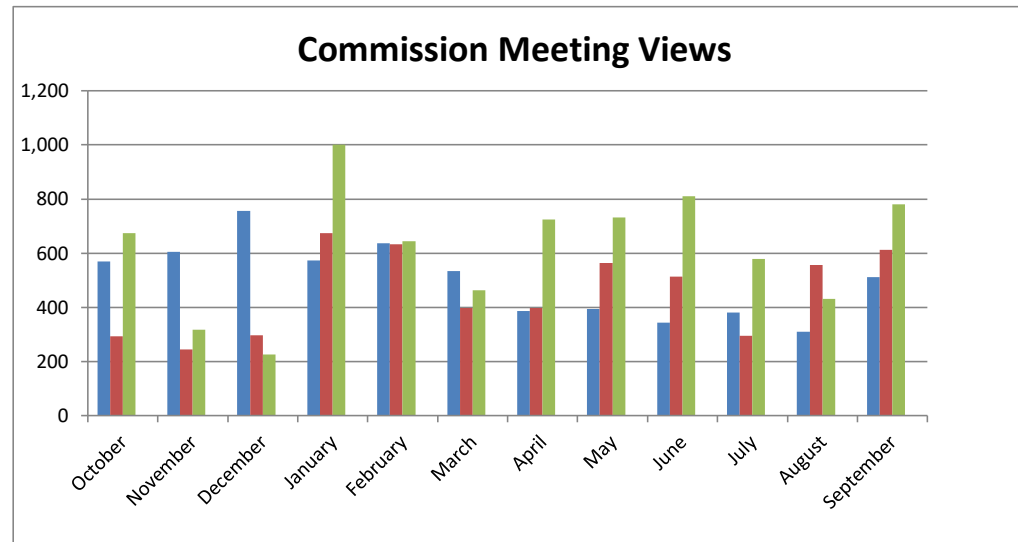
Website Visit by Device Type Comparison

	1st Q 2020	1st Q 2019	1st Q 2021	2nd Q 2020	2nd Q 2019	2nd Q 2021	3rd Q 2020	3rd Q 2019	3rd Q 2021	4th Q 2020	4th Q 2019	4th Q 2021
Desktop	48.6%	53.4%	49.8%	49.9%	52.4%	52.1%	49.0%	44.3%	48.4%	47.2%	45.9%	49.6%
Smartphone	41.3%	35.1%	42.0%	41.4%	35.7%	41.8%	42.5%	42.9%	46.1%	45.2%	42.3%	45.3%
Tablet	9.3%	10.0%	6.8%	8.1%	10.3%	5.5%	7.6%	10.2%	4.9%	6.9%	11.2%	4.4%
Other	0.4%	1.4%	1.1%	0.6%	1.6%	0.6%	0.9%	2.5%	0.7%	0.5%	0.7%	0.7%

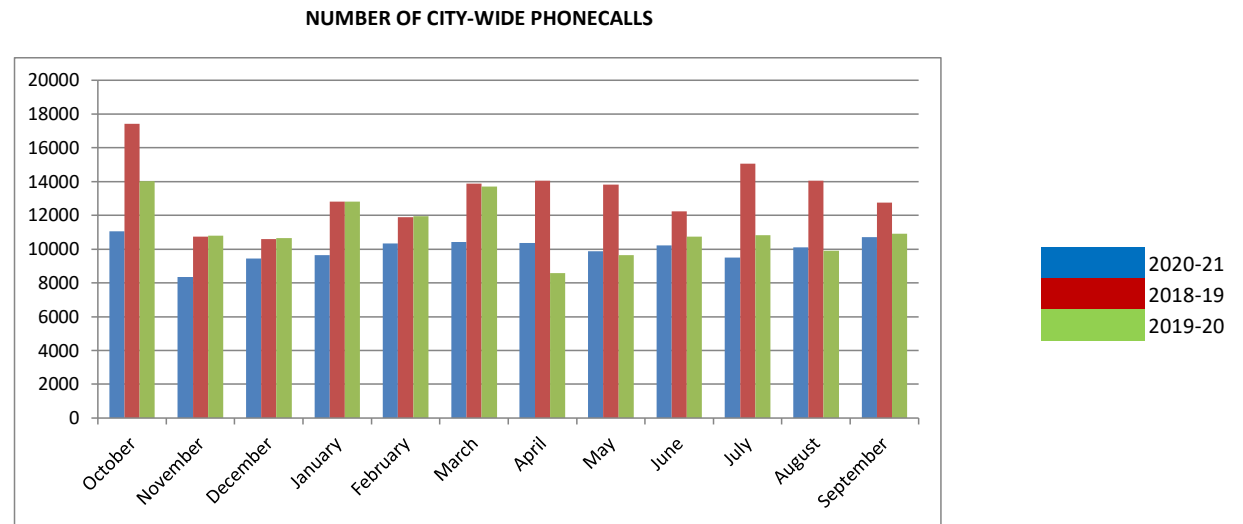


TikiLIVE & YouTube Channel
FY 2021 **FY 2019** **FY20**

October	570	293	674
November	604	244	318
December	757	296	225
January	573	673	1,000
February	636	632	644
March	533	398	463
April	386	397	725
May	393	564	731
June	343	513	811
July	380	294	578
August	310	556	431
September	511	613	781

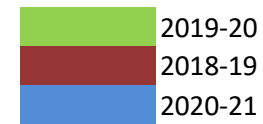
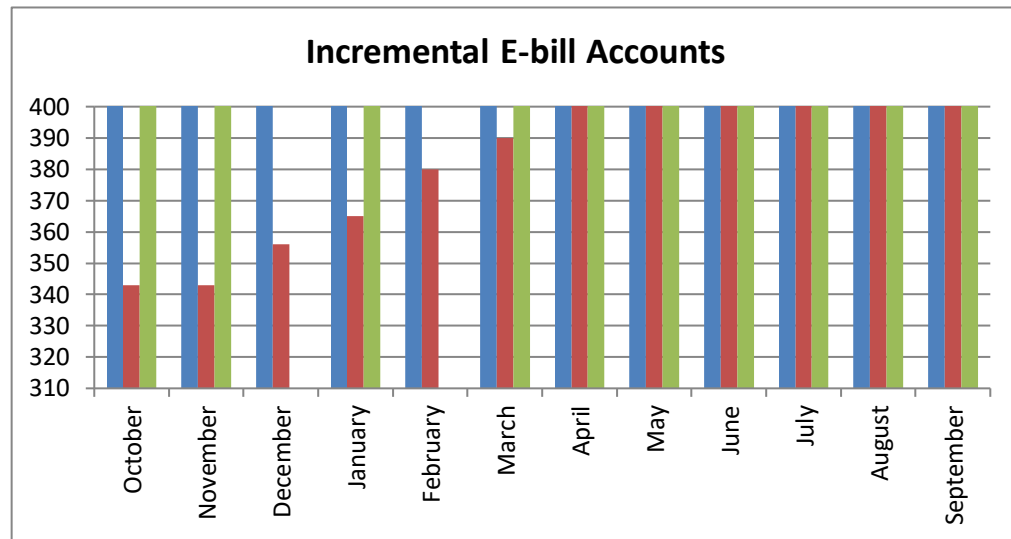


	<u>FY 2021</u>	<u>FY 2019</u>	<u>FY 2020</u>
October	11,070	17,408	14,022
November	8,348	10,726	10,812
December	9,435	10,601	10,652
January	9,656	12,818	12,810
February	10,334	11,883	11,945
March	10,410	13,870	13,698
April	10,374	14,061	8,583
May	9,863	13,832	9,648
June	10,210	12,246	10,734
July	9,496	15,070	10,836
August	10,112	14,064	9,898
September	10,713	12,742	10,909



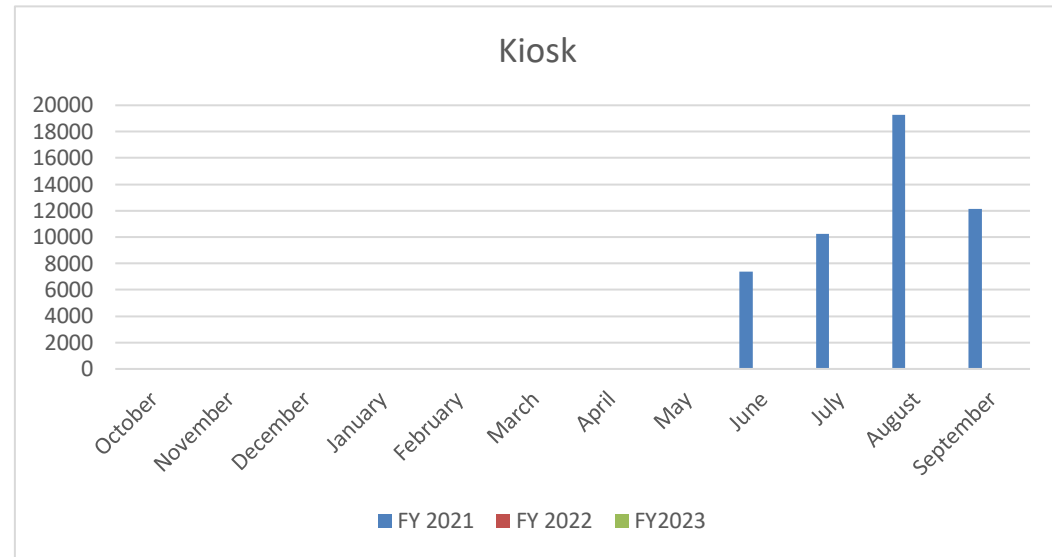
Number of e-bill users by month

	<u>FY 2021</u>	<u>FY 2019</u>	<u>FY20</u>
October	607	343	487
November	612	343	495
December	629	356	
January	643	365	506
February	649	380	
March	653	390	549
April	661	420	555
May	662	430	561
June	672	436	570
July	674	449	577
August	698	464	584
September	708	473	595



Kiosk

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October			
November			
December			
January			
February			
March			
April			
May			
June	\$ 7,372.46		
July	\$ 10,238.61		
August	\$ 19,296.09		
September	\$ 12,155.35		



Business Tax Receipt Activity - Sept 2021

Out of Business/Inactive	# of BTRs	Dollar Amount
America's Best Contacts & Eyeglasses 5340	1	
American Economy Insurance Company	1	
American Fire & Casualty Company	1	
American States Insurance Company	1	
Bertino, John & Barbara	1	
Cantin, Nicole M	1	
Chirculescu, Constantin	1	
Coral Motorsports	1	
Dedicated Builders LLC	1	
Luis Verdecia	1	
Orlando Diaz	1	
Edwards Electric Service LLC	1	
Employers Insurance Company of Wausau	1	
First National Insurance Company of America	1	
G&S Custom Screening	1	
General Insurance Company of America	1	
HRC HW Dania LLC	1	
John & Mary Mallory	1	
Law Office of Ellen Dee Silvers	1	
Liberty Mutual Fire Insurance Company	1	
Lincoln Life Assurance Company of Boston	1	
Ohio Security Insurance Company	1	
Park 24/7	1	
Peerless Insurance Company	1	
Safeco Insurance Company of Illinois	1	
Safeco Insurance Company of America	1	
South Florida Regional Eye Associates 5340	1	
Standard Security Life Insurance	1	
The Check Cashing Store	1	
The Fresh Squeeze	1	
The Ohio Casualty Insurance Company	1	
United Fire & indemnity Company	1	
Weiner's Mobile Home Park	1	
West American Insurance Company	1	
Total Out of Business/Inactive	34	\$ -

New Approved Applications	# of BTRs	Dollar Amount
7-Eleven Store 41121H	1	
801 Dania Beach Mobile Homes Inc	1	
AC Hotel by Marriott Fort Lauderdale Airport	1	
Americars Auto Rentals	1	
Anntom Development LLC	1	
AssuranceAmerica Insurance Company	1	
Bankers Life & Casualty Company	1	
Best Hub LLC	1	
Chirculescu, Constantine & Mariana	1	
Colonial Penn Life Insurance Company	1	
First Guard Insurance Company	1	
Florida Truck Town	1	
Globe Life and Accident Insurance Company	1	
Horace Mann Life Insurance Company	1	
Horacio Giacomo LLC	1	

Jessica Abalos	1
Karin Mahmoud	1
Kleen Solutions 1 LLC	1
Liberty National Life Insurance Company	1
Lifesecond Insurance CO	1
Llanos, Carlos	1
Luke Skybuilder	1
Marriott Fort Lauderdale Airport	1
MML Bay State Life Insurance Company	1
Old Republic General Insurance Inc	1
Pegasus Parts Distributors	1
Pharmacists Mutual Insurance Company	1
Provident Life and Accident Insurance Company	1
Sea Pier Trucking LLC	1
Shuva Israel Fort Lauderdale Inc	1
Starmount Life Insurance Company	1
The Fresh Church	1
The Lincoln National Life Insurance Company	1
TYE Studios	1
Unum Insurance Company	1
Unum Life Insurance Company of America	1
WCF National Insurance Company	1
Yahav, Oded	1
Total New Applications	38
	\$ -

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	388	\$ 105,375.75
Paid Renewals	3,199	\$ 1,059,654.35
Total BTRs as of 09/30/2021	3,587	1,165,030.10 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 09/30/2021

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	7570.00	7,570.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	13655.00	.00	.00	1680.00	.00	15,335.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5755 - McPherson, Eddie Dean	Reservation of Burial Plot	.00	.00	.00	.00	400.00	400.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	6720.00	6,720.00
# 5477 - Paradise Funeral Home, LLC	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	1680.00	2200.00	.00	1860.00	5,740.00
# 4182 - Fred Hunters Hollywood	Reservation of Burial Plot	.00	.00	.00	.00	450.00	450.00
# 5357 - Genesis Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00		4070.00	.00	.00	4,070.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 4569 - Clark & Norris Funeral Home	Reservation of Burial Plot	.00	1680.00	.00	.00	.00	1,680.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$13,655.00	\$3,360.00	\$6,270.00	\$1,680.00	\$34,590.00	\$59,555.00
Invoice Type - ART & SEAFOOD - Arts & Seafood Festival							
# 5472 - Meyers Group LLC	Arts and Seafood Sponsorship	.00	.00	.00	.00	5000.00	\$ 5,000.00
# 4900 - Storm Tight Windows	Arts and Seafood Sponsorship	.00	.00	.00	.00	2,500.00	2,500.00
Arts & Seafood Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
Invoice Type -CRA - Misc CRA							
# 4918 - Arnold & Sharon Nearn	Millennium Facase Grant	.00	.00	.00	.00	6000.00	6,000.00
Misc CRA Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	10,550.00	214,165.00	224,715.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$10,550.00	\$231,465.00	\$242,015.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 5848 - USDA - Grant	USDA Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$10,541.64	\$10,541.64
GR Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$10,541.64	\$10,541.64
Invoice Type GR State - Grant Reimb. State of Florida							
# 4438 - Florida Department of	State of Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$105,167.53	\$105,167.53
GR State Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$105,167.53	\$105,167.53
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	11,766.43	60.00	.00	.00	30,606.43	42,432.86
Miscellaneous Totals		\$11,766.43	\$60.00	\$0.00	\$0.00	\$50,848.43	\$62,674.86
Grand Totals							
Grand Totals		\$25,421.43	\$3,420.00	\$6,270.00	\$12,230.00	\$448,387.96	\$495,729.39

City of Dania Beach

Commercial Solid Waste Report FY 2020-2021

Payments Received

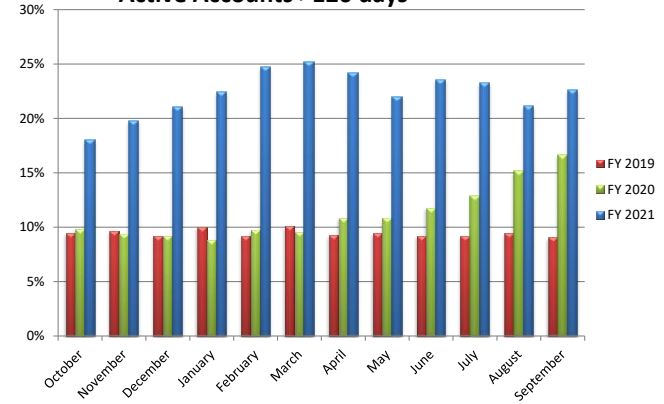
Annual Budget \$ 622,848												
Waste Hauler												
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Pronto Waste Services	Panzarella Waste & Recycling Services	Great Waste	EZ Waste & Recycling	COASTAL WASTE & RECYCLING INC	WASTE PRO		
Permit Application Fee	75.00	75.00	75.00	225.00	150.00	75.00	75.00	75.00	75	150.00		
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	500.00	1,000.00	1,000.00	1,000.00	1000	1,000.00		
Monthly Activity												
Monthly Franchise												
Oct	2,602.34	35,852.88	12,622.11	2,152.53	NEW HAULER	429.86	3,240.32	No Remittance	601.33	No Remittance	57,501.37	
Nov	2,854.89	35,208.63	11,897.08	4,147.76		691.59		No Remittance	990.56	No Remittance	55,790.51	
Dec	2,648.46	31,039.75	14,427.66	3,583.84		358.68	2,115.57	No Remittance	1,203.24	No Remittance	55,377.20	
Jan	2,997.49	No Remittance	13,612.61	361.25		870.57	1,722.49	No Remittance	1797.29	No Remittance	21,361.70	
Feb	No Remittance	31,899.12	13,265.03	1,226.04		1,009.65	4,143.97	No Remittance	1436.25	No Remittance	52,980.06	
Mar	No Remittance	32,247.78	14,754.02	1,511.72		835.64	2,052.83	No Remittance	2,019.04	No Remittance	53,421.03	
Apr	8,905.38	37,014.69	14,715.39	2,222.19		-	633.10	1,884.84	No Remittance	1746.73	No Remittance	67,122.32
May	-	33,969.98	21,104.17	1,621.98		-	824.24	2,285.66	No Remittance	No Remittance	No Remittance	59,806.03
Jun	6,299.55	27,835.38	16,170.00	2,084.92		-	1,122.93	No Remittance	No Remittance	1,958.47	No Remittance	55,471.25
Jul	No Remittance	36,140.04	15,169.88	3,018.57		-	521.26	4,372.54	No Remittance	2191.87	No Remittance	61,414.16
Aug	2,986.08	37,688.07	19,930.73	3,307.12	-	952.59	No Remittance	No Remittance	1768.2	No Remittance	66,632.79	
Sep	2,977.64	39,893.03	14,310.52	3,295.26	-	763.76	2,466.88	No Remittance	3562.03	No Remittance	67,269.12	
Total Mo. Franchise	32,271.83	378,789.35	181,979.20	28,533.18	-	9,013.87	24,285.10	-	19,275.01	-	606,878.42	
Total Receipts	\$ 33,346.83	\$ 379,864.35	\$ 183,054.20	\$ 29,758.18	\$ 650.00	\$ 10,088.87	\$ 25,360.10	\$ 1,075.00	\$ 20,350.01	\$ 1,150.00	\$ 684,697.54	

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

	FY 2019			FY 2020			FY 2021		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	95,365	1,010,211	9%	101,263	\$ 1,028,181	10%	183,822	\$ 1,019,908	18%
November	98,732	1,023,885	10%	102,632	1,094,606	9%	207,753	1,049,166	20%
December	99,290	1,080,590	9%	100,463	1,093,753	9%	227,856	1,082,042	21%
January	101,512	1,016,702	10%	101,513	1,151,809	9%	248,468	1,107,929	22%
February	99,383	1,082,970	9%	105,524	1,086,072	10%	262,649	1,063,670	25%
March	101,087	1,003,628	10%	104,516	1,090,084	10%	262,514	1,042,220	25%
April	105,959	1,140,270	9%	107,366	991,898	11%	273,503	1,129,480	24%
May	107,545	1,135,444	9%	113,868	1,048,083	11%	264,778	1,203,079	22%
June	105,858	1,149,476	9%	127,306	1,078,705	12%	260,736	1,105,993	24%
July	102,130	1,106,583	9%	143,126	1,110,772	13%	248,966	1,069,697	23%
August	102,832	1,086,057	9%	157,934	1,041,324	15%	246,396	1,164,114	21%
September	101,787	1,122,546	9%	167,246	1,005,176	16.64%	250,534	1,107,838	23%
Annual Avg	\$ 101,790	\$ 1,079,864	9%	\$ 119,396	\$ 1,068,372	11%	\$ 244,831	\$ 1,095,428	22%

Active Accounts >120 days

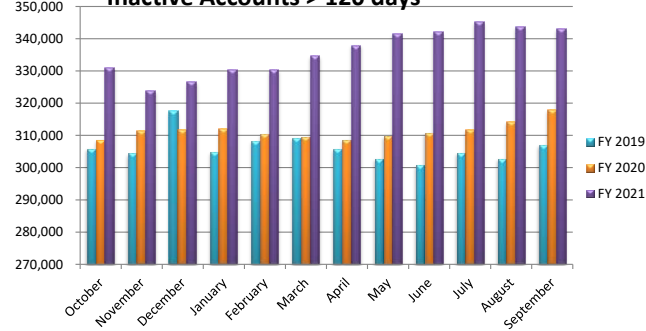


Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2019		FY 2020		FY 2021	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-
October	305,930	308,582	1%	330,831	330,831	7%
November	304,415	311,477	2%	323,648	323,648	4%
December	317,608	311,598	-2%	326,595	326,595	5%
January	304,953	311,938	2%	330,267	330,267	6%
February	308,340	310,421	1%	330,406	330,406	6%
March	309,318	309,600	0%	334,793	334,793	8%
April	305,857	308,699	1%	337,912	337,912	9%
May	302,754	309,813	2%	341,380	341,380	9%
June	300,799	310,711	3%	342,137	342,137	9%
July	304,591	311,770	2%	345,332	345,332	10%
August	302,839	314,242	4%	343,626	343,626	9%
September	307,081	317,910	3%	343,127	343,127	7%
Annual Avg	\$ 306,207	\$ 311,397	2%	\$ 335,838	\$ 335,838	100%

Inactive Accounts > 120 days



Water Fund

Monthly Utility Account Activity

Misc

Building/ New Construction Activity				Delinquent Account Activity								Meter Replacement					New Accts	
Water Impact Fee		Water Tap Fee		Delinquent			Turn-Off			Pulled Meter Reinstall Fee		# of Meters Replaced			Prior Yr.	# per Month	Prior Yr.	
2020	2021	2020	2021	2020	2021	# of Accts	2,020	2,021	# of Accts	2,020	2,021	2,021						
												5/8"	1"- 1/2"	2" and above	Total			
Oct	-	-	-	-	-	-	3,120.00	-	-	300.00	-	-	-	-	33	51	40	
Nov	5,450.00	1,389.00	1,550.00	2,900.00	-	-	2,820.00	-	-	400.00	-	-	-	-	15	52	31	
Dec	-	14,792.00	-	5,643.00	-	-	2,390.00	-	-	300.00	-	-	1	-	1	51	49	
Jan	-	-	1,550.00	-	-	-	1,480.00	-	-	100.00	-	-	4	1	1	52	50	
Feb	1,557.00	3,893.00	3,200.00	12,349.00	-	-	4,810.00	-	-	400.00	-	-	2	1	1	39	58	
Mar	-	-	2,900.00	-	-	-	1,970.00	-	-	-	-	-	5	-	-	76	39	
Apr	-	129,231.00	-	-	-	-	(30.00)	-	-	-	-	-	1	-	-	66	34	
May	-	50,603.00	-	-	(5.00)	4,050.00	60.00	80.00	2.67	-	-	-	2	3	1	40	33	
Jun	5,450.00	-	1,450.00	-	-	3,345.00	-	-	-	-	-	-	1	-	-	77	54	
Jul	-	-	1,450.00	-	-	3,415.00	-	-	-	100.00	-	-	4	2	-	68	47	
Aug	28,194.00	-	1,450.00	1,650.00	-	3,570.00	-	-	-	100.00	-	-	2	-	2	49	52	
Sep	-	-	-	-	-	3,300.00	-	-	-	-	-	-	2	2	1	67	47	
Total	\$ 40,651	\$ 199,908	\$ 13,550	\$ 22,542	\$ 15,295	\$ 17,680	\$ 3,536	\$ 16,620	\$ 80	3	\$ 1,700	-	Yr-to-Date Total		39	91	688	534

6%

0%

of City's 4,800 accounts
become delinquent for this period...

of the delinquent accounts
are turned-off monthly for non-payment

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/20 (Audited)

(Uses) / Additions:

----- General Fund -----			
		<u>Contingency</u>	<u>Unassigned Fund Balance</u>
Balance 10/1/20 (Audited)		\$ 233,398	\$ 25,090,636
<u>(Uses) / Additions:</u>			
October	(4,372)		(382,593)
November	(28,095)		-
December	19,262		-
January	-		(100,000)
February	-		(80,000)
March	(1,104)		(250,000)
April	-		-
May	-		(61,327)
June	(97,000)		(200,000)
July	(17,000)		(99,450)
August	(37,800)		-
September	-		-
Sub-Total (Uses) / Additions	(166,109)		(1,173,370)
Sub-Total Available	67,289		23,917,266
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve			(12,500,000) est.
Bridge Loans - S.E. Stormwater			(1,000,000)
Estimate of Availability at 09/30/21	\$ 67,289	\$	10,417,266

#001-18-00-519-99-10
Contingency Account
Original Budget

\$ 233,398

Uses:

	Total	
Oct	(4,372)	Holiday lighting
Nov	(28,095)	moving of welcome signs
December	19,262	Return of Funds for completed bus project
January		
February		
March	1,396	Return of funds -City Entranceway Sign
	(2,500)	Dania Beach Pristine Program
April		
May	(97,000)	22k- concrete sidewalks
June		44k- Colliers int'l agreement
		33k Senior admin ccordinator (city commission)
July	(17,000)	Painting of Griffin Road/Melaleuca Wall
August	(37,800)	22k Summer youth employment program
September		15.8k removal of bullet proof glass
Balance Remaining	\$ 67,289	

General Fund

Analysis of
Fund Balance

	<u>Balance Per Audited Report 10/1/20</u>	25,090,636	
Uses: #389-90-01			
October	(382,593)		Rollover PO's+ City Center funds (71k)
November			
December			
January	(100,000)		Artificial Reef
February	(80,000)		Jai Alai Litigation
March	(250,000)		Traffic calming and beautification-Dania Live Contribution
April			
May	(61,327)		Park repairs
June	(200,000)		Provide electricity for holiday lights on City light posts
July	(99,450)		Master Plan loan financing support
August			
September			
Total Uses (Sources)	<u>(1,173,370)</u>		
Estimated Balance Available 09/30/21	<u>\$ 23,917,266</u>		
Other Considerations			
GFOA/City Commission 25% Reserve	(12,500,000)	est.	
Bridge Loans - S.E. Stormwater	(1,000,000)		
Estimate of Availability at 09/30/21	<u><u>10,417,266</u></u>		