

CITY OF DANIA BEACH CITY COMMISSION MEETING
AUGUST 23, 2022 at 7:00 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Hybrid” City Commission Meeting in the Commission Chamber with limited public access and utilizing communications media technology (“CMT”) for additional access, 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).

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 Hybrid City Commission Meeting
August 23, 2022 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/88923745279>

Using your telephone

One tap mobile :

US: +19294362866,,88923745279# or +13017158592,,88923745279#

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: 889 2374 5279

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.

City of Dania Beach, Florida Hybrid City Commission Meetings Quasi-Judicial Proceedings

Any member of the public wishing to make verbal comment during a meeting must pre-register to do so with the City Clerk's office using the form found on the City's website. This pre-registration applies to the public, and extends to the applicant and applicant's team. Once the registration has been processed, the registrant will receive instructions for participating in the meeting. Members of the public who attend the meeting by telephone will have their line muted at all times, except when acknowledged by the Mayor to speak on a particular agenda item, and only one individual will be permitted to speak at a time. **If either the applicant or a member of the public seeks to introduce documents into the record, that must be done at least five (5) days prior to the hybrid public meeting, so that the City can upload the information. The City Clerk shall provide the Mayor and City Commission with the submittals prior to the hearing. All documents should be sent to the following email addresses: tschneider@daniabeachfl.gov and clajoie@daniabeachfl.gov. In the "Subject" line of the email please address the email as "documents to be included for public hearing" and list the public hearing applicant name and property address.**

On the date and at the time of the hybrid meeting, the City Attorney shall read the title of the quasi-judicial public hearing item when the Agenda item is ready to be presented. The City Attorney shall ask the City Commission to disclose any prior "ex parte" communications with any party that occurred prior to the meeting. Thereafter, the City Attorney will swear in all staff persons speaking about an application as well as the applicant, applicant's team, and any persons in the public who intend to appear by telephone, email, or "live" during the virtual feed of the video presentation during the hybrid City Commission meeting. The City Attorney will ask staff and applicant (including applicant's team) to raise their right hands to be sworn in. The City Attorney will then administer an oath. The City Attorney will ask each person to confirm audibly for the record that each speaker took the oath (all persons will identify themselves by name).

Thereafter, City staff will provide a presentation of the staff report and the Department recommendations, if any. Any power point presentations or documents shown or produced during the hearing shall be treated as evidence which the City Commission may consider in determining whether or not to approve the application. The applicant will then be provided the opportunity to make a presentation. Legal counsel for the applicant may make a presentation or assist with the applicant's presentation. Then members of the public, during the public hearing portion of the agenda item hearing, may speak to the application and may cross-examine witnesses (including City staff, the applicant, and applicant's team). During the Public Comments/Public Hearing portion of the meeting the City Attorney will individually swear in public speakers, who will acknowledge having taken the oath, and state their names for the record. Video of the hybrid meeting will be streamed on the City's website at www.daniabeachfl.gov, the City's YouTube channel, and Dania Beach Comcast Channel 78. Additionally, a dedicated telephone line will be available so that any individual may listen to the meeting via telephone and may participate during the public comments portion of the hearing. If public comments were received in advance, they will be acknowledged by the City Clerk by mention of the names of those who submitted comments.

Once the public hearing is closed the Mayor and City Commission shall deliberate on the public hearing quasi-judicial item. A physical presence quorum shall be required to take action on the application. Roll call vote of the City Commission shall be required.

**AGENDA
DANIA BEACH CITY COMMISSION
HYBRID REGULAR MEETING
TUESDAY, AUGUST 23, 2022 - 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.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

**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. Update on City's Investment Portfolio by Public Trust Advisors
- 2. Presentation by Alexis Guillen, Green Advisory Board member, on recycling contamination by vacation rental properties - requested by Mayor James

3. Certificate of Commendation by Candido Sosa-Cruz, Deputy City Manager

4. PROCLAMATIONS

1. Suicide Prevention Awareness Month - 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 June 14, 2022 City Commission Hybrid Meeting

Approve Minutes of June 28, 2022 City Commission Hybrid Meeting

Approve Minutes of July 12, 2022 City Commission Hybrid Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2022-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PARKS AND RECREATION DEPARTMENT FOR SERVICES TO BE PURCHASED FROM SALTZ MICHELSON ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES IN THE AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,500.00) FOR THE IT PARKER IMPROVEMENT PROJECT WHICH EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

4. RESOLUTION NO. 2022-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC

SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM KIMLEY HORN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES IN THE AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND TWO HUNDRED DOLLARS (\$92,200.00) FOR THE SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2022-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE city manager to waive formal bidding and to approve the utilization of services FROM CHRISTMAS DESIGNERS, INC. UNDER THE CITY OF AVENTURA CONTRACT NO. 19-06-20-2, FOR FURNISHING AND INSTALLING HOLIDAY DECORATIONS, AT A COST NOT TO EXCEED ONE HUNDRED NINETY FOUR THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$194,333.00) AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2022-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CONTINGENCY FUNDS IN AN AMOUNT NOT TO EXCEED \$88,941.54, PAYABLE TO KILOWATT ELECTRIC COMPANY, FOR THE REPAIR OF LIFT STATION NO. 11; IN AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL SINGLE VENDOR PURCHASING THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2022-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF MIAMI GARDENS CONTRACT, UNDER THE TERMS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ITB NO. 21-22-008, "SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT", VALID APRIL 13, 2022 THROUGH APRIL 12, 2025, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF \$25,000.00 FOR EACH YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2022-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL SECOND FLOOR RENOVATION PROJECT CONTINGENCY AMOUNT BY AN ADDITIONAL SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND SEVENTY CENTS (\$74,123.70), CHANGING THE CURRENT CONTRACT AMOUNT TO SEVEN HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND TWO CENTS (\$756,593.02); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. RESOLUTION NO. 2022-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS, INCLUDING THE SOUTHWEST 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS, IN THE AMOUNT OF TWO MILLION SEVENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$2,076,875.50); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. RESOLUTION NO. 2022-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”) FLORIDA COUNCIL 79 FOR THE TERM BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

11. RESOLUTION NO. 2022-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF \$25,000.00; AUTHORIZING THE PURCHASES FROM THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2022-23 APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING

FOR AN EFFECTIVE DATE. *(Finance)*

12. RESOLUTION NO. 2022-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM VC3, WHICH EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

13. RESOLUTION NO. 2022-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH U.S. WATER SERVICES CORPORATION FOR METER READING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

14. RESOLUTION NO. 2022-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH ENCO UTILITY SERVICES FL LLC (“ENCO”) FOR UTILITY BILL PRINTING AND MAILING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

15. RESOLUTION NO. 2022-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO RETROACTIVELY AUTHORIZE APPROVAL OF AIR CONDITIONING REPAIR SERVICES TO BE PURCHASED FROM MASTER MECHANICAL SERVICES, INC. FOR FISCAL YEAR 2021-2022, IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

16. RESOLUTION NO. 2022-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH,

FLORIDA, AUTHORIZING THE CITY TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF FT. LAUDERDALE CONTRACT ITB NO. 12525-312 “SODIUM HYPOCHLORITE (CO-OP)”, A CHEMICAL USED FOR THE WATER TREATMENT PLANT FOR PRICING UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP FOR FISCAL YEAR 2021-2022, TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE IN AN AMOUNT THAT MAY EXCEED THE ANNUAL SINGLE VENDOR THRESHOLD TOTAL OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION’S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

17. RESOLUTION NO. 2022-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A NEW NEIGHBORHOOD SIGN FOR THE CORNER OF GRIFFIN ROAD AND SOUTHWEST 24TH AVENUE, CONFORMING TO THE CITY’S ADOPTED DESIGN REQUIREMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

18. RESOLUTION NO. 2022-129

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 TAMARAC PROPOSAL DOCUMENT NO. 18-21R WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2022-2023, 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)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-019 ENTITLED, “FIRE RESCUE STATION #1 WINDOW REPLACEMENT” TO JULIANA ENTERPRISES, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED ELEVEN DOLLARS AND NINETY CENTS (\$66,411.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2022-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF THE CONSULTANTS THAT RESPONDED TO THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-023 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE STORMWATER MASTER PLAN” AND TO AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH CHEN MOORE AND ASSOCIATES INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. RESOLUTION NO. 2022-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-022 “SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS” TO KAILAS CORP. IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS AND TWENTY CENTS (\$2,297,467.20); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2022-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM A POOL OF VENDORS IN ACCORDANCE WITH REQUEST FOR PROPOSALS (“RFP”) NO. 22-021, WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS’ APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

5. RESOLUTION NO. 2022-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED INFORMATION TECHNOLOGY CONSULTING FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AVERO ADVISORS, LLC, FOR IT MASTER PLAN ASSESSMENT AND CONSULTING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**
(Community Development)

2. RESOLUTION NO. 2022-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN FOR AN INDUSTRIAL WAREHOUSE (SP-023-22), SUBMITTED BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2, LLC, FOR PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. ORDINANCE NO. 2022-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ARTICLE X, ENTITLED “SMOKING RESTRICTIONS IN PUBLIC PARKS” OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES (“OFFENSES; MISCELLANEOUS”), AND CREATING SECTION 17-30, ENTITLED, “SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY’S BOUNDARIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Commissioner Lewellen/Commissioner Odman)*

4. ORDINANCE NO. 2022-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA

BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

5. RESOLUTION NO. 2022-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-14-21), VARIANCES (VA-15-21, VA-35-21, & VA-37-21), AND DESIGN EXCEPTION (OT-36-21) SUBMITTED BY BAHIA DEVELOPMENT LLC, FOR PROPERTY LOCATED AT 2401 SW 31ST STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

6. RESOLUTION NO. 2022-137 **TO BE CONTINUED**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Set date for SE 5th Avenue decorative crosswalk ribbon cutting - Mayor James
2. Broward County Pioneer Day 2022 Nomination - 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. Education Advisory Board
Vice-Mayor Salvino - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Tuesday, August 30, 2022 - 4:00 p.m.
Wednesday, September 14, 2022 - 5:30 p.m.
Wednesday, September 14, 2022 - 7:00 p.m.
Tuesday, September 27, 2022 - 7:00 p.m.

City Commission Budget Workshop
CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, the Dania Beach City Commission is firmly committed to raising awareness about Suicide Prevention in the City of Dania Beach and Broward County; and

WHEREAS, the month of September is nationally recognized as *Suicide Prevention Awareness Month*; and

WHEREAS, more than 40,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicides; and

WHEREAS, suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death; and

WHEREAS, the American Academy of Pediatrics, the Children's Hospital Association, and the American Academy of Child and Adolescent Psychiatry have declared a national emergency in child mental health; and

WHEREAS, suicide is the second leading cause of death for children, adolescents, and young adults aged 10 to 24 years; and

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings; and

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as poisons, prescription drugs, and firearms; get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1- 800-273-8255 or text 741741; and

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their *Lock It Up!* gun safety program.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim September 2022 as:

Suicide Prevention Awareness Month

in the City of Dania Beach, and enthusiastically support the mission of *Lock It Up!*, and the League of Women Voters of Broward County Gun Safety Committee, as well as the Florida Chapter of the American Academy of Pediatrics, by encouraging safe storage of firearms and removal of other lethal means to prevent suicide.

Dated this 23rd day of August 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

SEA IT. LIVE IT. LOVE IT.

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 14, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 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:	Eve Boutsis
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.

Mayor James moved out of the regular order of business to take up the addendum item under item 13.2 City Attorney.

Addendum

Report on retired firefighters insurance discussion

City Attorney Boutsis explained the issue when the City firefighters joined BSO; there was an agreement for certain officers' insurance and pension rights.

A recent retiree raised a concern with the separation agreement and the City's pension plan. He believes that family/dependent health insurance can be selected at a later date.

Five firefighters have already retired from the City and have not signed up their dependents. They seek to add their dependents later.

The remaining former City fire fighters (27) are seeking this same benefit and recognition, that the families of the fire fighters, upon their second retirement from the County's pension system,

would be added on to the City's retiree health insurance plan at that later date, and the City would pay 2/3 of the insurance, as provided for in the City's Pension Ordinance.

The Commission consensus was to move forward with an agreement.

City Attorney Boutsis noted an agreement would be brought to the Commission.

3. Presentations and Special Event Approvals

- 3.1 Update on the Capital Improvement Program by Dincer Ozaydin, Deputy Director of Public Services/City Engineer, and Colin Donnelly, CIP and Grants Administrator

Deputy Public Services Director Ozaydin and CIP and Grants Administrator Donnelly gave a PowerPoint presentation which is attached to and incorporated into these minutes.

- 3.2 Dania Beach Proud merchandise - Linda Gonzalez, Director of Human Resources

Members of the Dania Beach team modeled Dania Beach Proud merchandise in a brief fashion show.

Commissioner Davis noted the several different logos associated with the City and we need to be mindful of the purpose of branding. It becomes confusing with several logos, and we should be mindful of this.

Mayor James agreed and noted we need consistency to build a special brand.

- 3.3 Special Event request from Parks & Recreation Department/MLK Renaissance, Inc. for the First Annual 2022 Juneteenth Freedom Day Celebration to be held at C.W. Thomas Park, 100 NW 8th Avenue, on June 20, 2022 from 9:00 a.m. - 4:00 p.m. (*Parks & Recreation*)

The Commission consensus was to approve the Special Event request for the First Annual 2022 Juneteenth Freedom Day Celebration.

4. Proclamations

- 4.1 National Men's Health Month - Mayor James

Mayor James read the proclamation for National Men's Health Month.

- 4.2 Code Enforcement Officers' Appreciation Week - Mayor James

Mayor James read the proclamation for Code Enforcement Officers' Appreciation Week and presented it to the Code Compliance managers and officers in attendance.

5. Citizen Comments

Jose Armand, 50 SE 3rd Avenue, spoke about the CRA community workshop held last Wednesday where there were only 10 other residents in attendance. He addressed the Arts & Entertainment District discussed by the CRA Director at the CRA Board meeting earlier.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City and gave updates on digital stop signs and speed trailers, homeless outreach, panhandling, Neighborhood Support Team, second driveway initiative on June 16, 2022 at Pat Chukerman's home, and the closure of Sheridan bridge due to construction.

Discussion ensued regarding eastbound lanes of Dania Beach Boulevard east of TNT Fireworks being closed and used for westbound only traffic from 8:00 p.m. until 11:00 p.m. on July 4th due to the fireworks show on Hollywood Beach.

Mayor James objected that Dania Beach was not involved in discussion of this closure. She noted we need follow-up discussion after this, so this does not happen again.

Commissioner Odman felt a red alert should be broadcast on social media for our residents.

Captain Marks continued with his report and noted the BSO Shred-a-Thon and Operation Medicine Cabinet would be held on December 17, 2022 at Bass Pro Shops.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including the June 12th lifeguard alert at our beach which resulted in the fire rescue and transport of a victim, recent Stop the Bleed training at City Hall, Dania Beach Elementary field day, the Fire Safety Intervention Program, Fire summer camp at Frost Park, call volumes, EMS conference for agencies around the country, retirement of Fire Chief Holness, and the Emergency Management Plan.

7. Consent Agenda

Items removed from Consent Agenda: #7.3

7.1 Minutes:

Approve Minutes of April 26, 2022 City Commission Hybrid Meeting
Approve Minutes of May 10, 2022 City Commission Hybrid Meeting

7.2 Travel Requests: None

Resolutions

7.4 RESOLUTION #2022-090

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE UTILIZATION OF IN-FLOW ABATEMENT SERVICES FOR THE WASTEWATER COLLECTION SYSTEM FROM USSI, LLC., UNDER THE COMPETITIVE BID BY TOHO WATER AUTHORITY INVITATION TO BID NO. IFB-20-076, IN AN AMOUNT NOT TO EXCEED NINETY EIGHT THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS AND NINE CENTS (\$98,155.09), AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2022-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUNSETTING THE AIRPORT ADVISORY BOARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Commission/City Attorney)*

7.6 RESOLUTION #2022-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATED TO REDUCING THE NUMBER OF BOARD MEMBERS SERVING ON THE PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD FROM FIFTEEN (15) MEMBERS BEING AUTHORIZED (TEN ACTUALLY APPOINTED) TO FIVE (5) MEMBERS; REDUCING QUORUM TO THREE (3) MEMBERS AND CLARIFYING MEMBERSHIP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Commission/City Attorney)*

Ordinances (Titles read by City Attorney)

7.7 ORDINANCE #2022-023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION", ARTICLE VI, ENTITLED "MARINE ADVISORY BOARD", OF THE CITY CODE OF ORDINANCES, AT SECTIONS 2-120, ENTITLED "MEMBERS' COMPENSATION; TERM" AND 2-121, ENTITLED "RULES OF PROCEDURE" ARE AMENDED TO REDUCE THE NUMBER OF MEMBERS AND QUORUM REQUIREMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Commission/City Attorney)*

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

7.3 RESOLUTION #2022-089 *Continued*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE 457(B) DEFERRED COMPENSATION PLAN DOCUMENT, INCREASING THE EMPLOYER MATCHING CONTRIBUTION FROM 1.8% TO 3.0%; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

City Attorney Boutsis read the title of Resolution #2022-089 and noted staff has requested this item be continued until July 12th.

Commissioner Lewellen motioned to continue Resolution #2022-089 until the July 12, 2022 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2022-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-013 “SOLAR LIGHT REPLACEMENT FIXTURES” TO IMPERIAL ELECTRIC, INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$1,217,775.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-093.

Fernando Rodriguez, Director of Public Services, addressed the solar light replacement fixtures project.

Vice-Mayor Salvino motioned to adopt Resolution #2022-093; seconded by Commissioner Lewellen. The motion carried unanimously.

8.2 RESOLUTION #2022-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF OFFICE FURNITURE AND EQUIPMENT FROM THE HON COMPANY, LLC UTILIZING STATE OF FLORIDA TERM CONTRACT NO. 56120000-19-ACS AND TO EXCEED THE CITY’S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-094.

Frank DiPaolo, Chief Financial Officer, addressed the purchase of office furniture for the City Hall West Wing and for other departments.

Vice-Mayor Salvino motioned to adopt Resolution #2022-094; seconded by Commissioner Lewellen. The motion carried unanimously.

8.3 RESOLUTION #2022-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE NOTE, SERIES 2022B OF THE CITY OF DANIA BEACH, FLORIDA IN AN AMOUNT NOT TO EXCEED \$1,500,000

FOR THE PURPOSE OF FINANCING THE COST OF REMOVAL AND REPLACEMENT OF APPROXIMATELY 400 EXISTING SOLAR LIGHT FIXTURES AND EQUIPMENT; AND PROVIDING FOR THE PAYMENT OF THE COST OF ISSUANCE OF THE NOTE; APPROVING "SIGNATURE PUBLIC FUNDING CORP.", AS THE MOST RESPONSIVE RESPONDER TO THE CITY'S REQUEST FOR PROPOSALS FOR FINANCING THE PROJECT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH "SIGNATURE PUBLIC FUNDING CORP."; AWARDING THE SALE OF THE NOTE TO "SIGNATURE PUBLIC FUNDING CORP."; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING FOR CONFLICTS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-095.

Frank DiPaolo, Chief Financial Officer, addressed the issuance of Capital Improvement non-ad valorem revenue note for the financing of removal and replacement of existing solar light fixtures and equipment.

Vice-Mayor Salvino motioned to adopt Resolution #2022-095; seconded by Commissioner Lewellen. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 RESOLUTION #2022-096 *Amended*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-064-21) TO DEVELOP FIVE (5) SINGLE-FAMILY HOMES, SUBMITTED BY GMAX FL LLC FOR PROPERTY LOCATED AT GRIFFIN ROAD AND SW 25TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION AND INCORPORATED BY REFERENCE HEREIN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-096 and advised this item was a quasi-judicial hearing and swore-in those who would speak.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the site plan request for Masri Estates.

Mayor James opened the Public Hearing.

Donna Eades, 4711 SW 15 Terrace, distributed handouts to the Commission (attached to and incorporated into these minutes) and spoke about her concerns with run-off water impacting her neighborhood.

Dincer Ozaydin, Deputy Director of Public Services, explained staff visited the site, and the issue is that some of the swales are paved, and water cannot go anywhere. The crown of the road is the highest level and the sideways are supposed to be less elevation. On SW 25th Terrace, one of the areas at the crown of the road is equal to the side of the roadway, so the water cannot percolate through. To fix the issue, we have to re-grade the roadway and restore the swale. That is going to solve the problems on that street when it comes to drainage. At the back of the

properties, FEMA requires us to have the new buildings built higher than the regular grade. It is two private properties, and we cannot install drainage between them, but we may be able to ask the contractor to add some pipes or some type of solution for the existing residents.

Mayor James noted she would like to ask the developers if they would be willing to do that on the back end.

Maday Gutierrez, Saltz Michelson Architects, Project Manager, said she is willing to help the neighbors. They are having to raise the site because of FEMA requirements, however all the water is supposed to stay within each private lot and each property is graded for that. The new road is also being provided with a drainage system. There should not be any runoff to the neighbors. The design will contain all the storm water to the area.

Mayor James asked Ms. Gutierrez if she was going to work with Public Services Deputy Director Ozaydin and assist the neighbors.

Ms. Gutierrez responded yes, they will absolutely work with the neighbors and help with their current drainage problem.

Mayor James asked Ms. Eades if this would satisfy the neighbors.

Ms. Eades said it would be wonderful if they could work together to get a resolution.

Mayor James asked Community Development Assistant Director Lajoie if we could add this as a condition of approval.

Community Development Assistant Director Lajoie responded yes and asked if we are clear with what that language should be.

Public Services Deputy Director Ozaydin said the good intention is to keep the rainwater on their side but also help the resident on their side. Helping the resident may mean keeping two feet of swale on their side.

Ms. Gutierrez noted the owner does have an attorney who can help draft this document and they can submit it to the City for review.

City Attorney Boutsis explained the additional condition would be the developer will help the adjacent resident by providing either two feet of swale adjacent to their property for runoff or some sort of French drain as approved by Public Services.

Mayor James said we will do what the City Attorney recommended.

Dana La Roc, 2641 SW 46th Court, expressed concern with traffic, rainwater, construction dust and noise, and installation of a gate.

Community Development Assistant Director Lajoie addressed the gate and construction times as set forth in City ordinances, as well as dust and noise.

Ms. Gutierrez addressed the traffic study performed and noted the road can handle the additional traffic.

Ms. La Roc said she is concerned about drainage on SW 46th Court.

Public Services Deputy Director Ozaydin responded when she has drainage issues, he will come and look at it as he was not aware of any issues. The new developer is going to keep the rainwater and it should not be affecting us negatively or positively.

Commissioner Lewellen asked what the distance is between each property.

Ms. Gutierrez said in the front they are right at the 25-foot setback but on the sides, they have a little bit of wiggle room. In the back, they are also right at the 25-foot setback. There will be a sidewalk along the new right-of-way.

Commissioner Lewellen asked if there would be an HOA.

Ms. Gutierrez noted so far, there are no plans for an HOA.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-096, as amended with an additional condition of approval; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

There were no items on this agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis said our red alert service was excellent with the recent storm; our BEAM Team was exceptional. She attended the Lighthouse for Students summer event, and it was a wonderful community turnout. She also attended the PEA Annual Luncheon and reiterated how important sponsorship is for the City; she believes in investment. Lastly, she thanked the Community Development team for the first Public Art Advisory Board meeting which was very successful.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke about drainage issues related to the storm and residents' complaints. We need to make sure people understand, when you get that much rain, even with improvements, there will still be flooding. She also spoke about the PEA luncheon and noted the Disney terminal that will be opening in 2023; this will be an excellent opportunity for us as a City to be involved in. She noted the Regal Cinema is now open and is a great addition to the City. It is the only theater in South Florida that has 4DX and she encouraged everyone to check it out.

11.3 Commissioner Odman

Commissioner Odman had no comments.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino had no comments.

11.5 Mayor James

Mayor James said the amount of flooding that occurred at Dania Pointe is concerning and she asked that we look at what they have there. She spoke of the Juneteenth celebration to be held on June 20th and thanked Parks & Recreation for all their support and invited everyone to the event.

12. Appointments

12.1 General Employees Pension Board

The Commission appointed James Rizzo for a term beginning June 22, 2022 and ending June 22, 2024.

12.2 Parks, Recreation and Community Affairs Advisory Board

Discussion ensued regarding the reduction in membership on the board from ten members to five with adoption of a resolution earlier in the meeting and the automatic removal of five members for non-attendance over the previous two months, leaving five remaining members, but leaving Commissioner Davis with no appointee to the board and Mayor James with two appointees.

Mayor James and Commissioner Davis agreed that Commissioner Davis would take over Deborah Bell, one of Mayor James' two appointees, as Commissioner Davis' appointment to the board.

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia said she will be reaching out to the general manager at Dania Pointe regarding the storm drainage. She thanked Deputy City Manager Candido Sosa-Cruz and the BEAM team for their efforts with the storm. They have discussed adding additional pumps. She also thanked Commissioner Odman for bringing forward their conversation about City merchandise and working with her to get it done. She sees the progress we have had with the West Wing, lobby and Commission Chamber and is excited that the ADA component has been addressed.

City Manager Garcia noted she put together a Sister Cities Committee with Miami Beach. She is excited to work with Chief of Staff Singh, the CRA Director, and Deputy City Manager Sosa-Cruz to put together something that can be a win-win for tourism, and impactful with shared cultures.

City Manager Garcia reported there has been a lot of progress regarding the projects for Public Services. She spent some time with Parks and Recreation Director Brown today. We have a full grant for Mullikin Park. We will start breaking ground at Tootie Adler Park on the beach and we are looking to break ground at C.W. Thomas Park by the end of the year as well. The lifeguard summer camp is remarkable as well as the other camps that we have.

City Manager Garcia said she and the Mayor have discussed the future of the plaza outside of City Hall as we move into an Arts and Entertainment District and begin to do new things beyond Dania After Dark and stimulate what the corridor on NW/SW 1st can be. She met with Commissioner Lewellen to discuss a water component and she is excited to bring something forward.

City Manager Garcia noted she met earlier today with Vice-Mayor Salvino, and they are working closely with Commissioner Ryan and the City of Hollywood for an annexation, so that we can move forward with the parking garage.

13.2 City Attorney

Addendum

Report on retired firefighters insurance discussion

This item was taken up immediately after the Moment of Silence and Pledge of Allegiance.

City Attorney Boutsis asked that the Commission schedule an executive session on June 28, 2022 prior to the Commission meeting to discuss the Navarro litigation case.

The Commission agreed to hold an executive session at 6:30 p.m. on June 28, 2022.

13.3 City Clerk - Reminders

Tuesday, June 28, 2022 - 7:00 p.m.

City Commission Meeting

Tuesday, July 12, 2022 - 5:30 p.m.

CRA Board Meeting

Tuesday, July 12, 2022 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:43 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 28, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 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:	Eve Boutsis
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 Secure the Next Generation referendum renewal presentation by John Sullivan, School Board of Broward County Governmental Affairs

John Sullivan, School Board of Broward County, presented information about the referendum scheduled to be on the August 23, 2022, primary election ballot. The funds from the ½ million referendum that voters approved in 2018 are set to expire. Those funds support over 500 school safety personnel, 100 mental health professionals, and approximately \$80 million in compensation supplements for teachers and eligible staff to compete with neighboring school districts. The School Board voted to approve and present this referendum on the August 23, 2022, primary election ballot, with an increase to one million, for voters to consider investing in Broward County Public Schools. This renewal would provide BCPS with the ability to compete with neighboring school districts, and to account for new legislation that requires the District to now share nearly 20% of these funds with charter schools.

Mr. Sullivan responded to questions and comments from Vice-Mayor Salvino.

- 3.2 Green/Net Zero citywide program - Jonathan Burgess, Spinnaker Group

Corinne Lajoie, Assistant Director of Community Development, introduced Mr. Burgess who gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James said she thought we had gotten rid of the RAC incentives.

Community Development Assistant Director Lajoie responded we have not, but we are out of RAC units and explained it is void right now but this is part of the process of reviewing what those incentives are. Staff asked them to look at the existing sustainable building incentive that we have and make a recommendation on that and in addition, establish Green regulations citywide. We are going to come forward next month to the Planning and Zoning Board and then to the Commission in August and September to ask to adopt the regulations Spinnaker Group is proposing to incorporate into the zoning code. In that process, we will be updating the incentives that are currently in place.

Mayor James noted she thought when we had conversations about the RAC units and density, we were not going to allow that moving forward with the RAC units that were being approved.

Community Development Assistant Director Lajoie recalled we were going to try to avoid moving the RAC units. She understood the incentives were going to be in place, but we were going to look at raising the bar and increase them a little bit.

Deputy City Manager Sosa-Cruz said the Mayor is correct. The incentives that we have now, which we do not have any units to apply to, were the original incentives that were developed to attract development to the City. At this point, the direction was, let us move from those incentives and we present a new set of incentives. We are going to do away with the original incentives.

Mayor James commented only because on the slide presented, it said additional incentives in the CRA area, and she wanted to ensure it was not increasing the density.

Deputy City Manager Sosa-Cruz responded no, the incentives that we are moving forward with are citywide. This is the first one, the Green Initiative; the second is the Net Zero and third is the iconic higher standard of architecture.

Mayor James asked, regarding the 100% waiver of impact fees, if a number could be given of what they pay in impact fees. She is not sure that she would want to waive 100% of the developers' impact fees.

Community Development Assistant Director Lajoie noted she would defer to Community Development Director Norena as she might have a better idea. She had some of the same concerns, but it is really to get the developers to reach some of those higher levels of Green standards.

Community Development Director Norena explained the impact fees and gave an estimate.

Commissioner Davis said a lot of this information is new to her and she needs it broken down in laymen's terms as far as the 42 prescriptive menu items. She was wondering how that works and which of the 42 are selected and after that if they go above and beyond, whether that is when the incentives kick in.

Mr. Burgess responded yes; the City will have complete control over the 42 items that they select. The development teams and the homebuilder will have 42 options to select seven from. The incentives will kick in once they commit to achieve a third-party certification. The collection of incentives that were shown today were taken from other policies so that the Commission can evaluate which ones are the right fit for the City.

Vice-Mayor Salvino noted he was confused as to why we cannot create an ordinance and why we need to give away everything as an incentive. If you want to be in our City, then why not pay what you need to pay in order to be here. He questioned why we need to give anything away at this point.

Mr. Burgess explained you would not. In any of the projects that come in to meet the bare minimum of the criteria you are presenting, they would not get any of the recognized incentives. You would be recognizing the ones that are showing leadership by developing to a higher standard. Responding to an additional comment by Vice-Mayor Salvino, Mr. Burgess said the developers would be ensuring the City is meeting its Net Zero carbon goals as a participant in the process.

Vice-Mayor Salvino noted he is not willing to do away with 100% impact fees but will be willing to refine them.

Mr. Burgess commented this is great feedback. It allows them to reframe how far they go with the incentives, with mandatory minimum requirements and helps to find balance.

Commissioner Lewellen said she proposed the Net Zero challenge, and we have some benchmarks for the City to reach. We do not necessarily need a workshop, but we could put something into this that says we will review what the incentives are for each one and what it would cost for impact fees. Some of them are smaller and some are larger; you do not want to penalize someone for doing a smaller project. She does not think it should be a 100% waiver of every impact fee for every project.

Commissioner Odman noted when we first started talking about this, a lot of it was about raising the bar; the idea was that we wanted them to build something better. In doing that, you created these higher quality buildings. It seemed like the incentives were reasonable. She felt as the Commission reads through it, they will find the level they are comfortable with.

Mayor James asked what the next steps are.

Community Development Assistant Director Lajoie said this conversation was very helpful. Staff will be bringing the text amendment to the Planning and Zoning Board next month, then first reading in August and second reading in September.

Mayor James questioned taking it to Planning and Zoning before bringing it back to the Commission.

Community Development Assistant Director Lajoie noted staff can bring a draft to the Commission so they feel more comfortable about the details before moving forward.

Deputy City Manager Sosa-Cruz said part of the incentive was going to be in a tier fashion; the more the developer invests, the higher the incentive they would receive. We will be able to define that a little bit more at the next presentation.

3.3 RAC Development Incentive & Design Guidelines – Kaitlyn Forbes, SEPI, Inc.

Corinne Lajoie, Assistant Director of Community Development, introduced Ms. Forbes who gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James said this is a lot of information to take in and asked Ms. Forbes to provide the presentation to the Commissioners.

City Manager Garcia noted that is a great idea and staff will provide this and the previous presentation to the Commission and have one on ones with each and bring the matters back to the Commission after that.

Commissioner Davis commented she had just one question about the DDRP and wants to make sure whatever firm we chose is a reflection on the City.

Eleanor Norena, Director of Community Development, explained this would be another consultant and we can go out for Request for Proposals to make sure we get a fair, competitive bid. It would also be paid through the cost recovery process of the site plan.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Luis Rimoli, 902 Natures Cove Road, spoke about Ian Paxton. Mr. Paxton was born in England, moved to United States in 2008 and made Dania Beach home in 2011. He is a very active member in our community and during COVID, he decided to apply for U.S. citizenship and became a U.S. citizen last week.

Ian Paxton, 116 SE 1st Terrace, said he is very proud to be a U.S. citizen. He is very interested in our community and thanks everyone for the warm welcome to the City.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, and gave updates on driving enforcement operations, the second driveway initiative held on June 16th, the planned driveway initiative scheduled for July, and a residential burglary arrest. He further reported on COP units resuming meetings, active killer presentations for Dania Beach employees and planned presentations for Dania Pointe employees, the closure of eastbound traffic on Dania Beach Boulevard on July 4th, and a grant award for the 2022/23 BSO school program.

Captain Sergio Pellecer, BSO District Fire Chief, spoke about his units paying tribute to Hollywood Firefighter Chris Allen. He gave an update on departmental activities including attendance at various camps, new officer development class, and accreditation of our ambulance services. He presented the 2021 Firefighter of the Year award to Nikko Sanchez and described a recent near-drowning rescue and recognized the paramedic responsible for the rescue. Firefighter Sanchez addressed the Commission.

7. Consent Agenda

- 7.1 Minutes:
Approve Minutes of May 24, 2022 City Commission Hybrid Meeting
- 7.2 Travel Requests: None

Resolutions

- 7.3 Approve Fiscal Year 2022-23 Business License Renewals for Auctioneers and Psychics (*Finance*)
- 7.4 RESOLUTION #2022-097

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE WEST WING RENOVATION PROJECT'S CONTINGENCY AMOUNT BY AN ADDITIONAL TWENTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND THIRTY-TWO CENTS (\$24,869.32), CHANGING THE CURRENT CONTRACT AMOUNT TO A NOT TO EXCEED SIX HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS AND THIRTY-TWO CENTS (\$682,469.32); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

- 7.5 RESOLUTION #2022-098

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPOINTING HARRY M. HIPLER, THOMAS J. ANSBRO, AND THE FIRM OF NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A., TO ACT AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR MUNICIPAL CODE COMPLIANCE PROCEEDINGS AND SETTING THE COMPENSATION FOR SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Attorney*)

7.6 RESOLUTION #2022-099

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AFFIRMING THE ONE YEAR RENEWAL OF A CONTRACT AWARDED PURSUANT TO INVITATION TO BID (“ITB”) NO. 19-009, FOR COMMUNITY BUS TRANSPORTATION SERVICES TO LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2022 AT CURRENT PRICING, AND AUTHORIZING, STARTING JULY 1, 2022, AN INCREASE IN THE HOURLY RATE FOR SERVICES, FROM \$45.00 TO \$52.00 DUE TO INFLATION; WITH A NOT TO EXCEED AMOUNT OF TWO HUNDRED NINETY FOUR THOUSAND SIX HUNDRED SEVENTY THREE DOLLARS AND SIXTY CENTS (\$294,673.60) FOR THE YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Vice-Mayor Salvino motioned to adopt the Consent Agenda; seconded by Commissioner Lewellen. 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 #2022-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST OF THE PROPERTY OWNER JOHN SCHAAF, TO REZONE LAND AND ALLOCATE FLEXIBILITY UNITS FOR LAND BEARING THE ADDRESS OF 4900 SW 31 AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AMENDING THE CURRENT ZONING CLASSIFICATION FROM ESTATE RESIDENTIAL DISTRICT (E-1) TO RESIDENTIAL MULTIFAMILY DISTRICT (RM); AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Continued from February 22, 2022 & March 8, 2022; tabled on April 12, 2022)* *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-012, Resolution #2022-030, and Resolution #2022-031 as they relate to the same property. She advised the items were quasi-judicial hearings and swore-in those who would speak.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the rezoning, site plan, flexibility units, variances, and plat requests for Dania Preserve.

City Attorney Boutsis asked the Commission to disclose any communications they had concerning this matter.

Vice-Mayor Salvino disclosed who he had spoken to.

Commissioner Davis disclosed who she had spoken to.

Commissioner Lewellen disclosed who she had spoken to.

Commissioner Odman said she had spoken to no one.

Major James disclosed who she had spoken to.

Dennis Mele, Greenspoon Marder, representing the applicant, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Jim Goldasich, 7050 West Palmetto Park Road, Boca Raton, Florida, environmental consultant, addressed the wildlife concerns expressed by several residents.

Mayor James opened the Public Hearings.

Arlene Mikszan, 5230 SW 29 Terrace, spoke in support of the development.

Roberta Grimmer, 5250 SW 22nd Avenue, expressed support for the project.

Robert Lopez, 5011 SW 29th Terrace, expressed concerns regarding flooding, traffic, and cookie cutter design of the project.

Charlotte Sloboda, 2905 Lakeshore Drive, spoke in support of the development.

Linda Harms, 3009 Lakeshore Drive, spoke in support of the project.

Maria-Elena Pinto, 2620 SW 54 Place, spoke in support of the development.

Patricia Caruso, 3012 Lakeshore Drive, spoke in support of the project because of the future sidewalks.

Alex Koz, 3050 Red Mangrove Lane South, voiced concerns about the development.

John Larrea, 5001 SW 29th Terrace, expressed concerns with flooding, traffic, and streetlights shining in his back yard from the project.

James Ruccolo, 3062 Red Mangrove Lane, Cocoplum, spoke in opposition to the development due to traffic, flooding, and wildlife concerns.

Nicolas Hernandez, 3038 Red Mangrove Lane, Cocoplum, expressed concerns about traffic and spoke in opposition to the project.

Pedro Caraballo-Velez, 3067 Red Mangrove Lane, president of Cocoplum, spoke in favor of the development.

Bryan Veith, 2351 SW 52nd Street, President of Association of Ravenswood, spoke in favor of the project.

Xiomara Goicoechea, 3038 Red Mangrove Lane, expressed concerns with traffic and flooding and questioned support of the development based on a sidewalk being installed by the developer.

Seeing as there was no one else to speak in favor or opposition, Mayor James closed the Public Hearings.

City Attorney Boutsis addressed the City's responsibility regarding sidewalks.

Attorney Mele addressed concerns expressed by the residents including drainage, speeding, buffer along the eastern property line, light spillage into homes, wild animals, and the sidewalk.

Vice-Mayor Salvino said traffic is always going to be around, no matter where you are. He noted he is opposed to filling in the lake. He also noted those who spoke in support are not from the area and those opposed to it live in the surrounding area. He has a problem with rezoning a preserve and is still opposed to it. He said there will be a sidewalk there eventually even if the developer does not install it. He would agree to build bigger homes that surround the lake. He is opposed to taking away the natural preserve.

Mayor James asked by right, how many homes could the developer build.

Community Development Assistant Director Lajoie responded with the rezoning, 60. They are asking for seven flex units. Without rezoning, it would be 12 homes.

Vice-Mayor Salvino asked if there is a different zoning that they could be provided.

Community Development Assistant Director Lajoie said there is a single-family zoning district that is five units per acre.

Commissioner Odman noted this is in line with what we were told. It is confusing to her that the Commission would not vote this in. This is overall in line with what we heard the community say we need more of. You do not always personally love the project but if it is what the community has been saying overall that they want, it is generally what she goes with.

Commissioner Lewellen said it is not just about sidewalks; there are also speed tables and flashing lights. There is a lot more here than just sidewalks; there is a whole lot they are doing to improve the overall area.

Commissioner Davis commented this is the third time that this has come to the Commission. The Vice-Mayor has made some great points. There is something about having a balance between development and preserving some green space. Commissioner Odman made a great point; people want us to stop bringing rentals to the community and we want home ownership. She said she is a nature person, walks every day and looks at the birds and trees and loves

looking out her backyard and seeing green. It is about looking at the bigger picture and if it goes to another developer, the question is, will that developer work with the community like this one.

Commissioner Odman motioned to adopt Ordinance #2022-012, on second reading; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

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

9.2 RESOLUTION #2022-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-069-21), THE ALLOCATION OF FIFTEEN (15) FLEXIBILITY UNITS (OT-070-21) AND VARIANCES FOR MAXIMUM BUILDING LENGTH FOR A TOWNHOUSE (VA-105-21), AND FROM THE REQUIREMENT TO INSTALL A SIDEWALK ALONG AN ADJACENT ROADWAY (VA-106-21), SUBMITTED BY GREENSPOON MARDER LLP, ON BEHALF OF SOBELCO, LLC, FOR PROPERTY LOCATED AT 4900 SOUTHWEST 31 AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A” (“PROPERTY”), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 22, 2022 & March 8, 2022; tabled on April 12, 2022) (Community Development)*

Commissioner Odman motioned to adopt Resolution #2022-030; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

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

9.3 RESOLUTION #2022-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “DANIA PRESERVE PLAT” (PL-68-21), SUBMITTED BY GREENSPOON MARDER LLP, ON BEHALF OF SOBELCO, LLC, FOR PROPERTY LOCATED AT 4900 SOUTHWEST 31 AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A” (“PROPERTY”), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 22, 2022 & March 8, 2022; tabled on April 12, 2022) (Community Development)*

Commissioner Odman motioned to adopt Resolution #2022-031; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

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

9.4 ORDINANCE #2022-023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION", ARTICLE VI, ENTITLED "MARINE ADVISORY BOARD", OF THE CITY CODE OF ORDINANCES, AT SECTIONS 2-120, ENTITLED "MEMBERS' COMPENSATION; TERM" AND 2-121, ENTITLED "RULES OF PROCEDURE" ARE AMENDED TO REDUCE THE NUMBER OF MEMBERS AND QUORUM REQUIREMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Commission/City Attorney)*

City Attorney Boutsis read the title of Ordinance #2022-023.

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 #2022-023, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Old Griffin Road Bridge - Commissioner Lewellen

Commissioner Lewellen noted we have been doing public art on some of our bridges and now she realizes the Old Griffin Road Bridge is boring. She feels like it is time to start looking at that bridge and there are several places out there where we could expand this. Her questions are, is everyone in agreement to it and what is the process.

Mayor James explained she is not asking about the money; she is asking about the process first.

Commissioner Lewellen asked the City Manager if that is something we can facilitate.

City Manager Garcia noted we have gone through the process to procure all the different projects and if we stay under a certain threshold, we can look at Old Griffin Bridge as well as some of the projects down by the beach.

Mayor James said she also asked if we could pull from the same pool of artists or if we must go back out.

Commissioner Lewellen agreed; she wants to know if there is a procurement procedure we need to follow or if we can use some of the same people. The mural on US-1 is gorgeous and she would like for people to see that when they come into our City.

City Manager Garcia noted Chief Financial Officer DiPaolo is at a conference, but she can get back to Commissioner Lewellen with certainty. She is pretty sure that we can and questioned Commissioner Lewellen if she would be using her contingency dollars.

Commissioner Lewellen responded we should first see what it costs.

City Attorney Boutsis said we have our Art in Public Places policy now so we will get back to the Commission about it, but we probably need to do some sort of solicitation, even if it is to some of the same people.

The Commission consensus was to move forward on this item.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis noted as part of her contingency funds, we have supported the Prestige Club. They are hosting a Prestige Club Golf Tournament Fundraiser on October 7, 2022 at Pembroke Lakes Golf & Country Club. They would like us to sponsor the chocolate golf balls and we will put a Dania Beach logo on all the golf balls. This will cost \$200.00.

The Commission had no issues.

Commissioner Davis said the 2nd Back-to-School Beach Cleanup will be on August 6, 2022 from 9:00 a.m. to 11:00 a.m. She would like to use her contingency funds to get the backpacks, filler, a face painter, and DJ. She is requesting not to exceed \$4,500.00 for the event, for the multiple vendors.

The Commission had no issues.

Commissioner Davis spoke of attending the Juneteenth event at CW Thomas Park; she is hoping more people will celebrate it in the future. She was able to obtain 20 tickets for the Temptations Concert at the Dania Beach Casino for Dania Beach Seniors. She had so much fun, our seniors are inspiring, and she thanked Bobbie Grace for getting the information out to the Gracefully Aging group.

Commissioner Davis noted on her new cross street on 5th Avenue, she saw the butterfly crosswalk next to the butterfly garden and it is beautiful. It is adding to what we want to see in our City. It is looking awesome.

Commissioner Davis said she is super excited about the West Wing renovation; her one concern is she did not see a space for the Commission Chief of Staff; she wants to make sure she has a space.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke about the Community Bible Church on Griffin Road and 30th. They have a wonderful VPK program, and they have an additional program where kids stay for the entire day. They have a student whose parents lost their jobs, and she would like to sponsor the child with her contingency as it is his last year that he will be going through the program. It is about \$3,700.00, and she would like to donate it as a scholarship if no one has an issue with it.

Mayor James said she has a question and is not sure who can answer it. She does not want to start a precedent. She receives a lot of emails and calls where people have lost housing. She just wants to make sure with the public dollars that we are spending it on a scholarship for one child and not the entire facility, that that is going to be okay.

Attorney Boutsis explained VPKs are usually non-profit types of organizations so it would be okay, and you could do it.

Commissioner Lewellen noted if no one has an objection to it that is where she would like to put some of her contingency money.

The Commission had no issues.

Commissioner Lewellen commented Broward County Property Appraiser Marty Kiar's office was present at City Hall last week and they were busy the entire time they were here. They were very helpful and were doing pretty much anything you could need from the property appraiser's office right there on the spot. They are coming back once a month; this is a good thing for us to be doing.

Commissioner Lewellen said she had to work and could not make the Juneteenth event; it is unfortunate that it did not have the attendance she had hoped for.

Commissioner Lewellen noted she went to the summer festival at PJ Meli; it was attended but not fantastic either. This is the first time we have done it at PJ Meli. People who were there were having a lot of fun; there were folks going to the dog park and the pool, which looked beautiful. She looks forward to seeing more events at other parks.

11.3 Commissioner Odman

Commissioner Odman commented she too gets emails from people asking for things, saying they are having a hard time, to help them fund something, help with groceries, their roof caved in, etc. The difference is the VPK is a public state program. She asked if this is that, how it gets in.

Commissioner Lewellen explained they have a full day program and the full program costs money. She had planned to do a scholarship for someone at that location, regardless of who it was and then this situation came up.

Commissioner Odman said she has no problem with it. She just wanted to clarify, as people will email asking why the Commission did it. She is glad we can help someone out.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino reiterated on the Fire and Police Department; watching what goes on here, residents should be very proud of our first responders. He is very proud of his selection for his contingency money for the mural on the bridge on US-1.

11.5 Mayor James

Mayor James spoke about Juneteenth; she thanked Parks & Recreation staff and everyone who played a part in it. It was a slow start and to Commissioner Davis' comment, until the government really shuts down the entire day like they do for other holidays for everyone to enjoy, it will be a lighter turnout. We did realize not only were some individuals at work, but we had a lot of kids who were in summer camp. Next year it falls on Monday and we are going to start it a little later. The community really came out and for it to be the first ever Juneteenth event, she thought it was a total success. The community enjoyed their time there and we can only grow from that. She is looking forward to the partnership to do this annually. She is thankful to the City of Dania Beach for giving us the day off and thankful to the Parks & Recreation Department for working on their day off.

Mayor James noted Summerfest as well, was not greatly attended but it was the first time we have done the event. She is thankful for what Parks & Recreation is doing in general. We have a lot of different programming for a lot of different age groups.

12. Appointments

12.1 Marine Advisory Board

Discussion ensued regarding the reduction in membership on the board from ten members to five with adoption of the ordinance on second reading earlier in the meeting and the automatic removal of four members for non-attendance over the previous two months, leaving six remaining members, with Mayor James and Commissioner Lewellen having two appointees each, Vice-Mayor Salvino and Commissioner Davis having one appointee each and Commissioner Odman having no appointee.

After further discussion, Vice-Mayor Salvino removed his remaining appointee, John Fitzgerald, for having excessive absences and took over Bryan Cunningham, one of Mayor James' two appointees, as his appointment to the board.

Commissioner Odman took over Samantha Ellsworth, one of Commissioner Lewellen's two appointees, as her appointment to the board.

13. Administrative Reports

13.1 City Manager

City Manager Garcia reminded everyone that before the federal government acted on Juneteenth, this Commission acted on Juneteenth. She thanked the Commission and the Parks & Recreation Team, Public Services, Chief of Staff Singh, Talent Acquisition & Compensation Specialist Reyes, and Public Information Officer Bordy. She noted we have some special things for the

beach on the 4th of July and we have augmented plans for next year as we enhance and bring forward the second annual Juneteenth celebration in our City.

City Manager Garcia reported Lucky Fish has been approved for a demolition permit. We will be reaching out to the Commission to schedule a groundbreaking ceremony. We are very excited that the Quarterdeck is bringing in additional kiosks. Our beach is going to continue to be a very special place. She noted City Attorney Boutsis will be bringing a resolution regarding annexing land for the parking garage.

Mayor James brought up the many requests to overturn tickets issued for backing in. Perhaps where we have the information for the parking, we can add no backing in right under that. This happens almost every week.

Deputy City Manager Sosa-Cruz said where the new BEAM app sign is, there is going to be another sign that says, no backing in, no dogs and a third item.

Mayor James suggested perhaps putting all signs on one pole to make it a cleaner look.

Deputy City Manager Sosa-Cruz explained the sign will be on the same pole where the sign is for the app.

City Manager Garcia reported she met with Commissioner Lewellen regarding the buoys on the beach and the square planter; we could wrap it with some beautiful art. We are excited to work with Commissioner Davis on the Back-to-School event. She is excited to announce that the design for the SE Drainage project has been approved. This will be the largest drainage project in the history of the City, and she will provide specific dates. We are in the last phase in completing the Fifth Avenue crossing. We not only established a safer crossing environment, but we also beautified it. She was able to tour the West Wing with Public Services Deputy Director Ozaydin and it is state of the art. We are going to revisit it; it is truly taking shape.

City Manager Garcia noted that attached to her report is an article in the Sun Sentinel regarding the shortage of lifeguards. She has spent all week meeting with Parks & Recreation Assistant Director Warren, and they were able to work with the company and even advertise for lifeguards. Now we have the additional lifeguards we needed. The pool at CW Thomas Park is looking beautiful; we will be opening tomorrow, and we will be back on a regular schedule next week.

City Manager Garcia reported the FY2023 budget is taking shape with the contribution of all departments. We look to present it to the Commission on August 1st.

City Manager Garcia advised Administration is also working very closely with Public Services, Procurement, our Finance team, and our City Attorney to see if we can bring forward a better procurement plan to be able to move projects quicker. We are cleaning some of process and are looking forward to advancing the plan.

13.2 City Attorney

Update on firefighter retirement insurance matter *Withdrawn*

City Attorney Boutsis had no comments.

13.3 City Clerk - Reminders

Tuesday, July 12, 2022 - 5:30 p.m.

CRA Board Meeting

Tuesday, July 12, 2022 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 10:05 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JULY 12, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman – via virtual attendance
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence and a special moment of silence for the loss of one of our team members, Donald Lee Drake, followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

- 3.1 Commendation by Mayor James to Celia Georgie-Doughty in recognition of her accomplished career in the music industry

Mayor James presented the commendation to Ms. Georgie-Doughty.

Ms. Georgie-Doughty thanked the City of Dania Beach and recognized and thanked her family members and extended family members.

A representative for Mary Davis, on behalf of the SOS Band, gave a special recognition to Ms. Georgie-Doughty.

- 3.2 HR Award – City Manager

City Manager Garcia noted Chief Human Resources Officer Linda Gonzalez and the City of Dania Beach have received the National Public Employer Labor Relations Association (PELRA) Award of Excellence 2022, which is presented to an individual who has made an outstanding career contribution to the management role in public sector labor relations. The Award of

Excellence represents National PELRA's highest acknowledgement of the recipient's dedication and achievement in the development of positive labor-management relations. It signifies professional efforts resulting in successful labor relations over an extended period of time. City Manager Garcia presented the award to Chief Human Resources Officer Gonzalez.

3.3 Update on irrigation meters by Fernando J. Rodriguez, Public Services Director

Deputy City Manager Sosa-Cruz gave a global overview of the planning process the City undertakes to address matters such as irrigation meters.

Public Services Director Rodriguez gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James asked if someone could do xeriscape landscape and not have grass.

Public Services Director Rodriguez said yes.

Mayor James noted staff is proposing \$9.00 and asked what it is currently.

Public Services Director Rodriguez responded when you combine water and sewer it is \$14.00 per 1,000 gallons. Water is \$6.50 without sewer per 1,000 gallons.

Mayor James said she is still confused as to the presentations that were given about our water supply but then to say if we do not do it this way, the future developments will be impacted.

Public Services Director Rodriguez explained historically Dania Beach has had very low water consumption, about 150 gallons per day per household. This was the way the permit was developed, presented, and approved. We can increase water consumption, but it is going to go to the County standard. We are proposing looking at other options. Irrigation meters can be part of the picture; you will have an impact and it is difficult to determine what the impact will be as we do not know how many irrigation meters will be requested.

Mayor James asked if a homeowner comes and wants a separate irrigation meter, whether Public Services Director Rodriguez is saying we are not going to allow that.

Public Services Director Rodriguez said yes, we will and explained the cost for the meters.

Mayor James asked how much they are paying now to get it installed.

Public Services Director Rodriguez responded \$1,450.00 for the meter installation cost; \$25.82 per month base meter cost plus the \$9.00 per 1,000 gallons.

Vice-Mayor Salvino noted he thinks Mayor James is asking if someone already has a meter and they decide they want fresh water. Staff is proposing the base water rate is \$9.00 per 1,000 gallons. He saw the difference in the rate of Broward County and Dania Beach; he thinks we should have those exactly the same because Broward County charges water for Dania Beach

residents and he feels it should be equal across the board. He is unsure about the rocks, and he has been told that he cannot have rocks in the swale.

City Attorney Boutsis explained you cannot have big rocks in the swale; pebbles are allowed.

Vice-Mayor Salvino said that is not what he has been told. If it is not in our code, we should open up our code and allow all rock landscaping all the way around and in the swale area.

Commissioner Odman noted she did not understand the presentation.

Public Services Director Rodriguez explained it is a menu of options.

Commissioner Odman said those are things she has asked to be built-in for years. She understands the implementation of the new irrigation meters but questioned how staff is asking to work in all these other things.

Public Services Director Rodriguez responded they are just options to the irrigation meter, or you could use a water well or cistern.

Commissioner Odman commented so we would just tell people that.

City Manager Garcia explained what we would be doing is putting together an educational type of flyer or bulletin via social media, directing them to the webpage giving them all the options; xeriscape, irrigation meter, water well, all the options and the pros and cons of them.

Commissioner Odman said the educational component is very important, but a pamphlet is not going to do anything. She has seen in other parts of Florida that they had incentives they tied to it; maybe tax credit if you switched over your toilet to different flushing levels. She asked if there is something along those lines that could be done. She does not think the pamphlet will sell anyone.

City Manager Garcia noted this is just the first phase. We went back and studied what other cities are doing. Our goal would be to move forward and bring the Commission an incentive plan, but to let the public know what all the options could be.

Deputy City Manager Sosa-Cruz explained this would be the first step of a multi-step process. This will be part of our green initiatives. Our mission statement talks about the environmentally responsible manner. We moved away from our previous incentives to these new incentives focusing on the green initiatives. It is a multi-phase approach not just focusing on irrigation meters but the whole spectrum of water conservation and sustainability.

Mayor James asked again about the \$1,400.00.

Deputy City Manager Sosa-Cruz responded the \$1,400.00 is for the meter hardware and installation; it is a one-time fee. The \$25.82 is the base rate per month; the \$9.00 is the

consumption rate. If you do not use water that month for irrigation purposes, it would be the \$25.82.

Mayor James said she is not sure what staff wants the Commission to approve.

Deputy City Manager Sosa-Cruz explained we are focusing on the irrigation fee schedule and options.

Mayor James noted she does not know what alternatives cost. She would want the information when presented to have a full picture.

Deputy City Manager Sosa Cruz said there are a lot of different options, and we are trying to show alternatives.

Commissioner Davis commented she wants to make sure this is just an initial phase of what is going on. This is an incremental stage of where we are in the process. She would like to see a bigger picture and have a little bit more information.

Vice-Mayor Salvino motioned to move forward with staff's plan as presented; seconded by Commissioner Lewellen.

Mayor James asked if it gets to a point where they are not comfortable, whether the Commission can go back and change something.

City Manager Garcia said absolutely and explained it would not be responsible to take one-step with the water meter and not bring forward other options.

The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

4. Proclamations

4.1 Parks and Recreation Month - Mayor James

Mayor James read the proclamation for Parks and Recreation Month and presented it to Parks & Recreation Assistant Director Waren.

5. Citizen Comments

There were no comments at this meeting.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, spoke of a reunification at Memorial Regional between Deputy Quilles, Deputy Valdez and Lieutenant Lewis and a Dania Beach family and their 2 ½ year old daughter who fell in a pool. Deputy Valdez and Deputy Quilles addressed the resuscitation of the child and the ensuing events throughout the weekend resulting in reunification with the child and family.

William Fucci, Assistant District Chief for the City of Weston, on behalf of Captain Sergio Pellecer, BSO District Fire Chief, addressed what Captain Marks spoke about. He thanked Captain Marks and the Commission for recognizing the two deputies. He gave an update on departmental activities, including call volumes, summer camp junior lifeguards, firetruck certification, accreditation for fire rescue, and upcoming accreditation for ISO.

7. Consent Agenda

Items removed from Consent Agenda: #7.12

7.1 Minutes:

Approve Minutes of June 28, 2022 Attorney/Client Session

7.2 Travel Requests:

Request from City Manager Ana M. Garcia to attend the 2022 ICMA 108th Annual Conference in Columbus, Ohio on September 18-21, 2022 (Estimated cost \$2,225.49) *(City Manager)*

Resolutions

7.3 RESOLUTION #2022-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE 457(B) DEFERRED COMPENSATION PLAN DOCUMENT, INCREASING THE EMPLOYER MATCHING CONTRIBUTION FROM 1.8% TO 3.0%; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Continued from June 14, 2022) (Human Resources)*

7.4 RESOLUTION #2022-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR RENEWAL OF THE CITY'S FULLY INSURED MEDICAL PLAN BROKERED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH, WITH THE FLORIDA MUNICIPAL INSURANCE TRUST, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

7.5 RESOLUTION #2022-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR A SIDEWALK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2022-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE PURCHASE OF THREE RADAR-SPEED TRAILER SIGNS FROM STRIPING SERVICE AND SUPPLY, LLC UNDER THE COMPETITIVELY BID CONTRACT BY THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQUI 18.0 IN AN AMOUNT NOT TO EXCEED \$30,195.00 AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.7 RESOLUTION #2022-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR \$4,600,000.00, FOR THE CITY'S PORTION OF THE C51 RESERVOIR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.8 RESOLUTION #2022-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING AN INVESTMENT POLICY WHICH IS TO BE ESTABLISHED BY THE CITY IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.9 RESOLUTION #2022-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE SCHEDULE WITH US BANK NATIONAL ASSOCIATION ("USBNA") TO SERVE AS CUSTODIAN FOR THE CITY'S INVESTMENT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.10 RESOLUTION #2022-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ("MMOA") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PROVISION OF LANDSCAPE IMPROVEMENTS BY THE STATE ON GRIFFIN ROAD MEDIANS AND SUBSEQUENT CITY-PROVIDED LANDSCAPE MAINTENANCE OVER A 25-YEAR PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.11 RESOLUTION #2022-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING A SECOND AND FINAL, ONE-YEAR EXTENSION OF THE AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, EFFECTIVE RETROACTIVELY TO JUNE 1, 2022, AND EXPIRING MAY 31, 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

7.13 RESOLUTION #2022-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.14 RESOLUTION #2022-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.15 RESOLUTION #2022-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.16 RESOLUTION #2022-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2022-2023 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE RATE AS APPROVED BY THE

ELECTORATE; PROVIDING FOR A PUBLIC HEARING TO HEAR OBJECTIONS AND QUESTIONS CONCERNING THE MILLAGE RATE, AND AT WHICH MEETING THE QUESTIONS AND CONCERNS WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Ordinances (Titles read by City Attorney)

7.17 ORDINANCE #2022-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ARTICLE X, ENTITLED “SMOKING RESTRICTIONS IN PUBLIC PARKS” OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES (“OFFENSES; MISCELLANEOUS”), AND CREATING SECTION 17-30, ENTITLED, “SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY’S BOUNDARIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Commissioner Lewellen/Commissioner Odman)*

7.18 ORDINANCE #2022-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

Commissioner Lewellen motioned to adopt the Consent Agenda, with the exception of Item #7. 12; seconded by Vice-Mayor Salvino. The motion carried unanimously.

7.12 RESOLUTION #2022-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A CITY UNIFORM AND MERCHANDISING POLICY RELATING TO THE USE OF THE CITY OR “RISE” LOGOS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

City Attorney Boutsis read the title of Resolution #2022-108.

Commissioner Davis requested clarification on the item. When she looked at the backup, she saw the history of the D logo, but she does not have a background on the RISE logo.

City Manager Garcia explained the RISE logo is part of the culture that we have adopted for the City. The City logo should always be on the left chest in addition to the Rise logo or any other logo.

Commissioner Davis commented we could potentially have two logos. She does not see a consistency with how it is used, and she is trying to find what the standard is on how it will be

used, whether it will be on all marketing materials. She questioned what the plan is for it; she just wanted clarity for the RISE logo.

Mayor James addressed the rebranding undertaken by the City in 2018. She does think there needs to be consistency in whatever we agree upon.

Commissioner Davis said she wants the City Manager to know she loves the RISE logo, and it is a great initiative. She just wants to make sure we know what the plan is for the use of it.

City Manager Garcia noted the RISE logo would never substitute for the official City logo for any employee.

Attorney Boutsis explained we applied for a trademark for the RISE logo; it is meant for staff and is not meant for the public.

Vice-Mayor Salvino motioned to adopt Resolution #2022-108; seconded by Commissioner Lewellen. 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 #2022-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT "B"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-024.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the rezoning request for Seagis.

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 #2022-024, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 RESOLUTION #2022-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INITIATING THE NEGOTIATION PROCESS PURSUANT TO SECTION 171.203, FLORIDA STATUTES WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR THE ANNEXATION OF CERTAIN LAND OWNED BY THE CITY OF DANIA BEACH, AND THE CONTRACTION OF CERTAIN LANDS BY THE CITY OF HOLLYWOOD, THAT IS CURRENTLY LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD, WHICH LAND IS IDENTIFIED IN EXHIBIT "A", AND IS WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK; AND PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/City Attorney)*

City Attorney Boutsis read the title of Resolution #2022-113 and gave an overview of the annexation process.

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 Resolution #2022-113; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

There were no items on this agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis said she attended Post 304 officer installation for the incoming year. The 9th district came out and gave a lot of awards to veterans in the City. She thanked Chief Human Resources Officer Gonzalez for putting together Ice Cream Day for the employees with Jaxson's Ice Cream. We are lucky to have great partners in our community and we thank them for continuing to partner and do great things for our employees.

11.2 Commissioner Lewellen

Commissioner Lewellen noted several departments have received awards, and now Chief Human Resources Officer Gonzalez has as well. She also attended Ice cream Day and said it was great and everyone was very happy. She attended the installation at Post 304. The 9th District is having a Four Chaplain Ceremony at IT Parker; this is the second year. There is a very large fee for it that may have been paid by some of the members who are veterans. She would like to contribute her contingency monies to reimburse them for that. The fee is \$1,100.00.

The Commission agreed to take the \$1,100.00 out of the other Commission contingency fund.

City Manager Garcia noted we will take the amount out of the larger fund.

Commissioner Davis added August 6th is the Back-to-School Beach Cleanup and asked everyone to mark their calendars. We are also looking for volunteers for July 27th from 10:00 a.m. to 4:00 p.m. to help fill backpacks for the event.

11.3 Commissioner Odman

Commissioner Odman had no comments.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino said the City Manager confirmed the Employee Appreciation date to him and asked that she bring it up.

11.5 Mayor James

Mayor James spoke about her annual backpack giveaway. They will be giving away 1,000 backpacks filled with school supplies at the MLK Center in Hollywood. She welcomes everyone to join them as it benefits all our area schools in Dania Beach and all our communities in both the City and Hollywood.

12. Appointments

There were no appointments on the agenda.

13. Administrative Reports

13.1 City Manager

City Manager Garcia reported the 4th of July went smoothly and thanked BSO, PIO Bordy and Deputy City Manager Sosa-Cruz for all the work that went into the proactive efforts to get the word out. We had a beautiful flyover on the 4th of July, and it was fantastic.

City Manager Garcia thanked City Attorney Boutsis for working with the City Attorney in Hollywood; Deputy City Manager Sosa-Cruz began working with the Deputy City Manager of Hollywood and Commissioner Ryan, and we have taken one giant step forward to getting our parking garage. We can move forward with providing an enjoyable time for everyone who comes to the beach.

City Manager Garcia noted on July 6th, Chief of Staff Singh, CRA Director Chen and she met with Russell Weaver, the President of Greater Fort Lauderdale Sister Cities International. He was very informative and excited to assist us as we embark on this journey to identify the

possibilities and Dania Beach's future involvement in this remarkable program. Chief of Staff Singh will take the next steps via several other key meetings with the representatives from both Broward and Miami Dade.

City Manager Garcia reported last week she toured the West Wing with Chief Human Resources Officer Gonzalez, Chief of Staff Singh, and Mayor James. We found opportunities for safety and opportunities to expand the offices for Chief of Staff Singh and for future volunteers. She has discussed with Mayor James of having a dedication before November and making sure we commemorate everyone that is here. We are looking at an October ribbon cutting.

City Manager Garcia said we have had several Active Shooter Trainings; we want to be that City that is ready and proactive. We will be working with BSO to provide dates for the Commission to have the training as well.

City Manager Garcia noted the Commission was provided with the Monthly BTR report. We are going to go one step further and do a Special Magistrate report so that the Commission is informed on all the cases that come to us regarding citations issued and where they are in the process.

City Manager Garcia reported on July 7th, Parks & Recreation Director Brown, Deputy Director Waren, Deputy City Manager Sosa-Cruz and she had a meeting with Bermello Ajamil regarding the Parks Master Plan. We are going to be moving forward this year with a shovel in the ground and bring back designs to the Commission for both exterior and interior. We will still have the old building until the new building is complete.

City Manager Garcia said we are finalizing the Fiscal Year 2023 budget and are on schedule to bring it forward on August 1st.

City Manager Garcia noted we are working on putting out a programming survey via Survey Monkey to see what our residents want and see what other programs and activities we can bring forward.

13.2 City Attorney

City Attorney Boutsis had no comments.

13.3 City Clerk - Reminders

Tuesday, August 23, 2022 - 5:30 p.m.

Tuesday, August 23, 2022 - 7:00 p.m.

Tuesday, August 30, 2022 - 4:00 p.m.

Wednesday, September 14, 2022 - 5:30 p.m.

Wednesday, September 14, 2022 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

City Commission Budget Workshop

CRA Board Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:32 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Eric Brown, Director of Parks and Recreation 

RE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PARKS AND RECREATION DEPARTMENT FOR SERVICES TO BE PURCHASED FROM SALTZ MICHELSON ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES IN THE AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,500.00) FOR THE IT PARKER IMPROVEMENT PROJECT WHICH EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Request

The Department of Parks and Recreation requests approval of a resolution authorizing the expenditure of funds by the Parks and Recreation Department for services to be purchased from Saltz Michelson Architects, Inc. for professional architectural design services in the amount of forty-five thousand five hundred dollars (\$45,500.00) for the IT Parker improvement project which exceeds the annual vendor threshold total amount of twenty-five thousand dollars (\$25,000.00) in fiscal year 2021-22.

Background

Saltz Michelson Architects was one of fifteen firms chosen as an engineering consultant for continuing services under RFQ 20-005, per the Consultants Competitive Negotiation Act (CCNA). The City Commission approved the list on January 12, 2021, with Resolution 2021-007. Saltz Michelson Architects is one of four approved vendors for Architectural and Building Services under the CCNA.

As part of the FY 2021-2022 budget, the City Commission adopted a budget of \$250,000 for improvements to the IT Parker Community Center, 901 NE 3rd St. The Department of Parks and Recreation worked with the Procurement Division to put out RFQ 22-015 for the Design Services of the IT Park Community Center Park Improvements on April 8, 2022. The RFQ closed on May 6,

\continued...

2022 receiving no bids therefore, the Department along with Procurement decided the best route to go was through the CCNA.

Saltz Michelson Architects has provided the Department of Parks and Recreation with the attached proposal for professional architectural design services for IT Parker Community Center Improvements at the cost of Forty-Five Thousand Five Hundred Dollars (\$45,500.00) which exceeds the annual vendor threshold total amount of twenty-five thousand dollars (\$25,000.00) in fiscal year 2021-22.

Budgetary Impact

The funds are available in Account No. 505-39-02-539-64-00 for the IT Parker Community Center Park Improvements in the amount of \$202,068.

Recommendation

The Department of Parks and Recreation requests approval of a resolution authorizing the expenditure of funds by the Parks and Recreation Department for services to be purchased from Saltz Michelson Architects, Inc. for professional architectural design services in the amount of forty-five thousand five hundred dollars (\$45,500.00) for the IT Parker improvement project which exceeds the annual vendor threshold total amount of twenty-five thousand dollars (\$25,000.00) in fiscal year 2021-22.

RESOLUTION NO. 2022-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PARKS AND RECREATION DEPARTMENT FOR SERVICES TO BE PURCHASED FROM SALTZ MICHELSON ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES IN THE AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,500.00) FOR THE IT PARKER IMPROVEMENT PROJECT WHICH EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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, Saltz Michelson Architects, Inc. was chosen as one of four firms approved as an architectural consultant for continuing contract services by the City Commission on January 26, 2021 pursuant to Resolution No. 2021-007; and

WHEREAS, the City Commission adopted a budget of \$250,000.00 for improvements to the IT Parker Community Center in the Fiscal Year 2021-2022 budget; and

WHEREAS, Saltz Michelson Architects, Inc. has provided the Department of Parks and Recreation a proposal for professional architectural design services for IT Parker Community Center Improvements at the cost of \$45,500.00;

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 purchases of professional architectural design services from Saltz Michelson Architects, Inc. in the amount of \$45,500.00 to design the IT Parker Community Center Improvement Project and that funds are available in the M & E General Account No. 505-39-02-539-64-00.

Section 3. That the City Commission authorizes professional architectural design services from Saltz Michelson Architects, Inc., exceeding the annual amount of \$25,000.00 purchase threshold for a single vendor.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY







July 6, 2022

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Attn: Eric Brown, Director of Parks & Recreation
Cassi Ware, Assistant Director of Parks & Recreation

**RE: UPGRADES AND IMPROVEMENTS TO MODERNIZE
IT PARKER COMMUNITY CENTER
LOCATED AT 901 NE 3RD STREET, DANIA BEACH, FL 33304
SMA #P22164**

Dear Eric and Cassi:

Thank you for giving us the opportunity to propose on this project. Attached, please see our proposal for Architectural services for the upgrades and improvements to modernize IT Parker Community Center.

Please do not hesitate to contact me should you have any questions. I look forward to working with you.

Best Regards,
Saltz Michelson Architects, Inc.

A handwritten signature in blue ink, appearing to read 'Charles A. Michelson', is written over the printed name.

Charles A. Michelson, AIA, ACHA, LEED AP
President

FD:JW
Encl: P22164

FT LAUDERDALE
3501 Griffin Rd
Fort Lauderdale, FL 33312
954.266.2700

MIAMI
8400 NW 36th St, Suite 450
Doral, FL 33166
305.764.3138

sma@saltzmichelson.com
saltzmichelson.com

AR0009976

PROFESSIONAL SERVICES PROPOSAL



AGREEMENT FOR PROFESSIONAL SERVICES

July 6, 2022

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Attn: Eric Brown, Director of Parks & Recreation
Cassi Ware, Assistant Director of Parks & Recreation
Phone: 954.924.6800 x3626

RE: **Upgrades and Improvements to Modernize IT Parker Community Center
Located at 901 NE 3rd Street, Dania Beach, FL 33304
SMA #P22164**

X

Dear Eric and Cassi,

Thank you for considering SMA as your trusted advisor for this project. We are pleased to submit the following proposal for professional architectural design services for modernizing the IT Parker Community Center located at 901 NE 3rd Street, Dania Beach, FL 33304.

I. SCOPE OF WORK:

Project Background: I.T. Parker Community Center is located within Harbour Towne Marina and is one of the most popular and utilized facilities in the City of Dania Beach. It includes a meeting room, a large banquet hall with a stage and full dance floor along with an adjoining full kitchen. The Center was built in 1986 and measures 9,200 S.F. Due to age and use, it is in need of various upgrades and improvements to modernize the site and create a suitable work space for City Staff.

The scope of work includes design services for the renovation of the following areas:

Priority 1

- Remodeled restrooms
- Main Hall renovations:
 - New carpet
 - Hurricane windows/sliders (remove all shutters, including decorative ones)
 - New dance floor/stage floor
 - Two (2) wall mount TVs

- New paint on all interior areas
- Remove existing lockers, showers and supporting areas; convert into storage space
- Remove chair rail and carpet on walls
- Modern look
- Projector system
- New blinds
- Modernized bar and kitchen (new cabinets, same layout)
- LED lighting
- Sound system
- Internet system
- Entry
 - Recessed lighting
 - New flooring
- Outside front
 - New awning
 - LED lighting
- Outside rear
 - New awning
 - New grill area
 - LED lighting
- Exterior X
 - New paint
 - Remove shutters

Priority 2

- Creation of functional office space
 - Tile flooring in offices
 - Three (3) offices minimum with breakroom and conference room in an area currently used for storage

Deliverables shall include

1. Preparation of design, construction documents and construction administration.
2. The construction drawings shall include architectural, mechanical, electrical, and plumbing drawings required for building permit. Upon completion of construction drawings, we shall issue three (3) signed and sealed sets of drawings for building permit and one (1) set of PDFs for the Contractor's/Client's use. This fee also includes:
 - a. Response to Building Department comments, including a narrative for all revisions.
 - b. Response to requests for information (RFIs) during bidding.
 - c. Meeting with the Owner up to four (4). Any additional meetings will be billed at our hourly rate schedule.



3. Bidding Service
 - a. SMA will respond to RFIs and provide clarifications of the drawings and specifications during the bidding process as necessary
 - b. SMA will assist Client with review of bids and participate in the evaluation of bids.
4. Construction phase services:
 - a. Certificate of Payment Inspections
 - b. 4 on site meetings
 - c. Response to RFIs.
 - d. Review and process of shop drawings.

II. ASSUMPTIONS:

1. Existing drawings of the facility are available in pdf format, and it will be provided for the architect's use.
2. All work scope is limited to finishes of the spaces described on the scope of work.
3. Permitting is by others.

III. FEES:

Deliverables:		Fee	
1. Construction Documents		\$	32,500.00
2. Permitting	Hourly – Not to Exceed	\$	2,500.00
3. Bidding Assistance	Hourly – Not to Exceed	\$	2,500.00
4. Construction Administration	X	\$	8,000.00
Total		\$	45,500.00
Reimbursable Expenses (Not to Exceed)		\$	2,000.00

Eric and Cassi, we welcome the opportunity of assisting you in this project. If you have any questions with regards to the above information, please do not hesitate to contact our offices, and if this proposal meets with your approval, please sign this letter, and initial all the attachments and return our records.

All the terms of this agreement are in accordance with our current agreement with The City of Dania Beach.

We look forward to working with you on this project.



Charles A. Michelson, AIA, ACHA, LEED AP
President

Attachments: 2022 Hourly Rate Schedule; IT Parker Blueprints (1 of 40 pages – part of documents used to provide services); IT Parker Survey
FD:JW S:\Proposals\2022 Proposals\P22164 CITY OF DANIA (Parker Community Center Renovations)

2022 HOURLY RATE SCHEDULE

Principal	\$ 325.00
Designer	\$ 195.00
Senior Project Designer	\$ 185.00
Senior Project Manager I	\$ 185.00
Director of Interiors	\$ 165.00
Project Manager	\$ 165.00
BIM Manager	\$ 155.00
Assistant Project Manager	\$ 150.00
Project Specialist III	\$ 145.00
Project Designer	\$ 140.00
Project Specialist II X	\$ 140.00
Project Specialist I	\$ 125.00
Administrative Assistant	\$ 95.00



CONTAINING 39.532 SQUARE FEET.

[illegible]

Gary W. Passero
GARY W. PASSERO, P.E.
PROFESSIONAL ENGINEER, NO. 27371

NOTE: BEARINGS BASED ON WEST LINE SECTION 35, DUE SOUTH

4400 N. FEDERAL HWY. SUITE 121, BOCA RATON, FL. 33431. (407) 395-7885

Project No. 511



GLOBAL THINKING, LOCALLY MINDED.

3501 Griffin Road, Fort Lauderdale, FL 33312 • 954.266.2700 • WWW.SALTZMICHELSON.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 EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM KIMLEY HORN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES IN THE AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND TWO HUNDRED DOLLARS (\$92,200.00) FOR THE SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS PROJECT; 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-SW43TER-DRAINAG-CEI-08232022, R-2022- Kimley Horn and Associates Purchase of CEI Services for SW 43 Terrace Stormwater Improvements Project, KHA Agreement SW 43 Terrace CEI



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2023

TO: Honorable Mayor and Commissioners

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

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

RE: APPROVAL OF A RESOLUTION TO PROCURE CONSTRUCTION ENGINEERING INSPECTION SERVICES WITH KIMLEY HORN AND ASSOCIATES FOR THE SW 43RD TERRACE STORMWATER IMPROVEMENTS PROJECT

Request

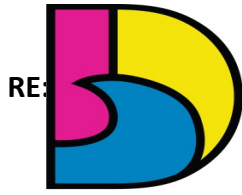
The Public Services Department (PSD) requests approval of a resolution to enter into an Agreement for Construction Engineering Inspection Services (CEI) with Kimley Horn and Associates (KHA) for the SW 43rd Terrace Stormwater Improvements Project in the amount of \$92,200.00.

Background

KHA was one of fifteen firms chosen as an engineering consultant for continuing services under RFQ 20-005, per the Consultants Competitive Negotiation Act (CCNA). The City Commission approved the list on January 12, 2021, via Resolution 2021-007.

Broward County selected the SW 43rd Terrace Stormwater Improvements Project for surtax funding in 2020. Although PSD engaged Chen Moore and Associates (CMA) to design the project, it was designed before the surtax award and therefore, ineligible for funding. In addition, Broward County rules do not allow for design engineers to perform CEI services on projects they designed. As a result, the City solicited KHA to provide a proposal for CEI services for the project. KHA provided PSD with a proposal for CEI Services for the Project at the cost of \$92,200.00.

\continued...



**RE: A RESOLUTION TO PROCURE CONSTRUCTION ENGINEERING INSPECTION
SERVICES WITH KIMLEY HORN AND ASSOCIATES FOR THE SW 43RD TERRACE
WATER IMPROVEMENTS PROJECT**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Budgetary Impact

CEI Services for this project in an amount not to exceed \$92,200.00 has been approved for Broward County Surtax Cycle 1 funding.

Recommendation

PSD recommends City Commission adopt the resolution to procure CEI Services from KHA for the SW 43rd Terrace Stormwater Improvements Project.

RESOLUTION NO. 2022-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM KIMLEY HORN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES IN THE AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND TWO HUNDRED DOLLARS (\$92,200.00) FOR THE SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS PROJECT; 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 advertising for bids if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, Kimley Horn and Associates (KHA) was chosen as one of fifteen firms approved as an engineering consultant for continuing contract services by the City Commission on January 26, 2021, under RFQ No. 20-005 pursuant to Resolution No. 2021-007: and

WHEREAS, Broward County approved the SW 43rd Terrace Stormwater Improvements Project as part of the Surtax Cycle 1 Capital Plan; and

WHEREAS, the Broward County Mobility Advancement Program determined that the Surtax construction project requires a different engineer to provide post-design services other than the engineering firm that designed the project; and

WHEREAS, KHA has provided the Public Services Department with a proposal for CEI Services for the SW 43rd Terrace Stormwater Improvements Project in the amount not to exceed \$92,200.00.

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 purchases of professional engineering services from KHA in the amount of \$92,200.00 to provide limited construction

phase services for the SW 43RD Terrace Stormwater Improvements Project and that Broward County approved Surtax Cycle 1 funding for post design engineering services for this project.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF DANIA BEACH
AND KIMLEY HORN FOR CONSULTANT SERVICES FOR LIMITED CONSTRUCTION PHASES
SERVICES FOR THE SW 43 TERRACE STORMWATER IMPROVEMENT PROJECT
(RFQ 20-005)**

This Agreement ("Agreement") is made and entered by and between the City of Dania Beach, a municipality of the State of Florida ("Municipality"), and Kimley Horn a consultant ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the governing body of Municipality, its successors and assigns.

1.3 **Contract Administrator** means Director of Public Services, the Deputy Director of Public Services, or such other person designated by Director of Public Services in writing. The Contract Administrator is the representative of Municipality concerning the Project.

1.4 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

1.5 **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

1.6 **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.7 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.8 **Project** means the project described in Exhibit A.

1.9 **Purchasing Director** means Municipality's Procurement Administrator or designee authorized to execute Work Authorization provided for in Section 6.3.

1.10 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.11 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.12 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Scope of Services").

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by Municipality to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by Municipality, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside

the originally anticipated level of effort without prior written Municipality approval shall be at no additional cost to Municipality.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. Municipality and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, Municipality shall have the right to terminate negotiations at any time at no cost to Municipality and procure services for other Project phases from any other source.

3.4 Municipality shall assist Consultant by placing at Consultant's disposal all information Municipality has available pertinent to the Project, including previous reports and any other data relative to the Project. Municipality shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. Municipality shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. Municipality shall give prompt written notice to Consultant whenever Municipality observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1 The term of this Agreement shall be for the period beginning on August 1, 2022 and ending November 30, 2023 years after that date. Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related

to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon Municipality's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$92,200.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$77,200.

5.1.3 Optional Services. Municipality may procure Optional Services up to a maximum

not-to-exceed amount of \$15,000 pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by Municipality.

5.1.4 Reimbursable Expenses. Municipality will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$0. Unused amounts of those monies shall be retained by Municipality.

5.1.5 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by Municipality for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Municipality for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Amounts. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

Project Phase	Fee %	Phase Amount
Predesign Services/Programming Phase	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents	___%	\$_____
Phase IV: GMP Negotiations	___%	\$_____
Phase V: Administration of the Construction Contract	___100___%	\$ <u>92,200</u>
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____
Total Basic Services Fee	100%	<u>\$ 92,200</u>

5.2 Salary Costs. The term "Salary Costs" as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

5.2.4 The total hours payable by Municipality for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment.

5.5.1 Municipality shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by the Local Government Prompt Payment Act, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by Municipality until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval

by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, Municipality shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.6 Payment will be made to Consultant at the following address: PO Box 932520, Atlanta, GA 31193-2520. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Title XI, Chapter 129, Florida Statutes.

5.7 Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from Municipality for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from Municipality. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

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

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 Municipality or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Municipality's procurement code and policies and must be contained in a written amendment.

6.2 If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), Municipality may select the type, amount, and timing of such

goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as [Exhibit D](#) executed by Consultant and Municipality pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of Municipality as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to Municipality in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to Municipality in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by Municipality is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the Municipality Manager or his or her designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant’s legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to Municipality in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with Municipality on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use 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 will be liable for all costs incurred by Municipality due to the termination.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

7.10 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.11 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

7.12 Breach of Representations. Consultant acknowledges that Municipality is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and Municipality shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by Municipality, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by Municipality of the Agreement or Work Authorization, as

applicable, must be by action of the Board or such other officer of Municipality designated by the Board; in all other instances termination for cause may be effected by the Municipality's representative expressly authorized under this Agreement (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of Municipality. This Agreement may also be terminated by the Municipality Manager upon such notice as the Municipality Manager deems appropriate under the circumstances if the Municipality Manager determines that termination is necessary to protect the public health, safety, or welfare. If Municipality erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2 This Agreement or any Work Authorization may be terminated for cause by Municipality for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Contract Administrator upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the Office of Economic and Small Business Development (OESBD) if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the Municipality Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of Municipality to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for Municipality's right to terminate this Agreement for convenience in the form of Municipality's

obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 In addition to any termination rights stated in this Agreement, Municipality shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. Municipality reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that Municipality "City of Dania Beach, 100 West Dania Beach Blvd., Dania Beach, Florida 33004" and "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" are both listed and endorsed as additional insureds as stated in Exhibit C on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide Municipality with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by Municipality, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Municipality's request.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to Municipality any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Municipality with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5 All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by Municipality's Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, Municipality shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any Municipality insurance, self-insurance or otherwise. All insurance held by

Municipality, as well as Municipality's self-insurance, shall be in excess of and shall not contribute to the required insurance provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to Municipality for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Municipality. Municipality may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or Municipality, if so elected by Municipality, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against Municipality and agrees to obtain same in an endorsement of Consultant's insurance policies required under this article including any excess or umbrella policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that Municipality and "Broward County" are both named as additional insureds under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, Municipality may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by Municipality, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms zero percent 0% of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit ___ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

10.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of

this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

10.9 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Municipality's codes or policies, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more of Municipality's employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by Municipality, and Consultant hereby transfers to Municipality all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of Municipality and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.4 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

11.4.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

11.4.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

11.4.5 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

11.4.6 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 924-6800 ext. 3623, TSCHNEIDER@DANIABEACHFL.GOV , 100 W. DANIA BEACH BLVD., DANIA BEACH, FL 33004.

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including any outside representative engaged by either entity). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

11.5.1 Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

11.5.2 Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace for such review. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

11.5.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

11.5.4 If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to

making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

11.5.5 Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in Sections 11.4 and 11.5.

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. Municipality reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Municipality to reasonably compensate it for the performance of any such due diligence.

11.8 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

11.9 Prior Agreements. This Agreement is the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.10 Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a

written document executed with the same or similar formality as this Agreement and by duly authorized representatives of Municipality and Consultant.

11.11 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 below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR MUNICIPALITY:

Public Services Department
Attn: Fernando Rodriguez, Public Services Director
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: frodriguez@daniabeachfl.gov

FOR CONSULTANT:

Gary R. Ratay, P.E.
8201 Peters Road, Suite 2200
Plantation, Florida 33324
Email address: Gary.Ratay@kimley-horn.com

11.12 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” 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 subsections thereof, 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.

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

11.15 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of Municipality, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind Municipality to any obligation not expressly undertaken by Municipality under this Agreement.

11.16 Regulatory Capacity. Notwithstanding the fact that Municipality is a political subdivision with certain regulatory authority, Municipality's performance under this Agreement is as a Party to this Agreement and in the capacity of Municipality as owner of the Project. If Municipality exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Municipality's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to Municipality as a Party to this Agreement.

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Municipality nor shall anything included herein be construed as consent by Municipality to be sued by third parties in any matter arising out of this Agreement. Municipality is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.18 Third-Party Beneficiaries. Except for County to the extent expressly identified herein, neither Consultant nor Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that, other than County, there are no third-party beneficiaries to this Agreement and that no third party other than County shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against Municipality or County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of Municipality or County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude

Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 Materiality and Waiver of Breach. 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. Municipality'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.21 Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.22 Severability. If 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.

11.23 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY**

TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11.26 Reuse of Project. Municipality may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and Municipality, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

11.27.1 Payment of Interest. Unless prohibited by Applicable Law, Municipality shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.27.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Municipality under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.28 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.29 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Municipality, City of Dania Beach through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2022, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
Tamara James, Mayor

Print or Type Name of Witness

_____ day of _____, 2022

Signature of Witness

By: _____
Ana M. Garcia, ICMA-CM, City Manager

Print or Type Name of Witness

_____ day of _____, 2022

ATTEST:

Thomas Schneider, Municipal Clerk

Approved as to legal form by:

Eve A. Boutsis, Municipal Attorney

**AGREEMENT BETWEEN CITY OF DANIA BEACH AND KIMLEY-HORN FOR CONSULTANT
SERVICES FOR LIMITED CONSTRUCTION PHASES SERVICES FOR THE SW 43 TERRACE
STORMWATER IMPROVEMENT PROJECT**

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

By _____

(Please Type Name)

____ day of _____, 2022.

FOR CORPORATION:

Consultant

ATTEST:

Secretary

(Typed Name of Secretary)

CORPORATE SEAL

(Typed Name of Consultant/Firm)

By _____
President/Vice President

(Typed Name and Title)

____ day of _____, 2022.

Exhibit A
Scope of Services



November 1, 2021

Dincer Akin Ozaydin, P.E.
Deputy Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: Proposal for Limited Construction Phase Services for the SW 43rd Terrace
Stormwater Improvements Project
Dania Beach, FL**

Dear Mr. Ozaydin:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "CONSULTANT" or "Kimley-Horn"), in connection with the City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; RFQ 20-005 is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as "City") to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

Project Understanding

The City of Dania Beach requires limited construction phase services for this project. The SW 43rd Terrace Stormwater Improvements plans were prepared by Chen Moore and Associates, Inc. (CMA). Any redesign, shop drawing/submittal review, response to requests for information (RFI), and permit certifications will be CMA's responsibility and is not included in the scope of services.

Scope of Services

Task 1 – Limited Construction Phase Services

Kimley-Horn will provide Construction Engineering & Inspection (CEI) services for the construction of the SW 43rd Terrace Stormwater Improvements Project.

Kimley-Horn will attend progress meetings with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

A Resident Project Representative ("RPR") will be furnished by Kimley-Horn and will act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR will visit the site for up to 20 hours a week for the 6-month anticipated construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in general accordance with the contract documents for the construction of the improvements. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954 535 5100

directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will generally conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn will keep the City informed of the progress of the work, will endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn will perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR will prepare and submit reports of the field visits describing the general working conditions, areas of construction activity, provide quantities of work performed to be used in evaluating pay requests, tests performed, and special and unusual events. Kimley-Horn will provide those reports to the City.

The services associated with this task will be provided on an as needed, hourly basis, as directed by the City.

Task 2 – Limited Construction Phase Services (Optional)

Kimley-Horn can provide, as requested and authorized by the City. These services may include but are not limited to such items as the following:

- Additional Limited Construction Phase Services if project exceeds 6-month timeline or number of hours allocated to RPR.
- Project status meeting

Project Assumptions

- The City will retain the Engineer of Record (EOR) (Chen Moore and Associates, Inc.) for any design changes, shop drawing/submittals review, response to requests for information (RFI), and permit certifications.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Schedule

We will provide our services in an expeditious and orderly manner to meet a mutually agreed upon schedule.

Method of Compensation

The CONSULTANT will perform the services outlined in Task 1 on an hourly labor fee basis with the maximum labor fee shown below. All permitting, application, and similar project fees if applicable will be paid directly by the City.

TASK	DESCRIPTION	LABOR FEE
1	Limited Construction Phase Services	\$77,200.00
	HOURLY NOT TO EXCEED BUDGET	\$77,200.00

OPTIONAL HOURLY TASKS (NOT TO EXCEED)

2	Limited Construction Phase Services	\$15,000
	HOURLY FEE	\$15,000

If authorized by the City, additional service will be billed hourly as needed.

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the CONSULTANT. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the CONSULTANT.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Project Manager



Gary R. Ratay, P.E.
Senior Associate

Exhibit B
Maximum Billing Rates

Project No: DANI-019
Project Title: Limited CA for SW 43 Terrace
Consultant/ Kimley-Horn and Associates, Inc.
Subconsultant Name:

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	3.0	=	(\$/HR)
Principal	\$0.00		3.30		\$330.00
Project Manager	71.42		3.30		\$235.69
Project Engineer	56.04		3.30		\$184.93
Senior Inspector	46.04		3.30		\$151.93
Senior Project Manager	37.26		3.30		\$122.96

Multipier of X.XX is calculated as follows:

OVERHEAD = 135.3%

FRINGE = 59.24%

OPERATING MARGIN = 12.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit B-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
N/A	
Total Maximum Reimbursables:	\$0

Exhibit C
Minimum Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$2,000,000
- Policy Aggregate (Per Project) \$4,000,000
- Personal & Advertising Injury \$2,000,000
- Products & Completed Operations \$2,000,000

B. Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply “Per Project/Job” (if **Contractor only**)
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” added as named “Additional Insured”

II. Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$2,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

B. Endorsements Required - Include in body of COI and/or Description of Operations

- City of Dania Beach included as an Additional Insured

III. Workers’ Compensation / Employers’ Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

- i) any employee, subcontractor or subcontractor employee that 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.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

V. Professional Liability/Errors & Omissions

Licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence.

Limits of Liability

Each	
Claim	\$2,000,000
Policy	
Aggregate	\$2,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Other Conditions Required:

Description of Operations section of COI: Include the job/agreement number, description of work, and additional detail regarding applicable insurance coverage.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Notices/ Certificate Holder:

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Exhibit D
Work Authorization

Agreement Title: _____
Agreement Date: _____
Contract Number: _____
Work Authorization No. _____
Consultant: Kimley-Horn

This Work Authorization is between Municipality _____ and Consultant pursuant to the Agreement. Consultant affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Consultant. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of Municipality's Notice to Proceed until [____ (____)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

Kimley-Horn will provide limited construction phase services for the SW 43 Terrace Stormwater Improvement Project. See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is: \$92,000.00.

The total fee for goods and services under this Work Authorization is: \$77,200 ("Total Fee").

The Total Fee shall be invoiced by Consultant upon written acceptance by Municipality of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

Municipality

Project Manager

Date

Contract Administrator

Date

Board or Designee

Date

Approved as to form by Municipality's Attorney:

[Insert Name and Title]

Date

Consultant

WITNESSES

[Name of Consultant]

Signature

Signed

Date

Print/Type Name

Print/Type Name

Signature

Title

Print/Type Name

ATTEST

Signed

Date

(Print/Type Name of Secretary)

CORPORATE SEAL

Exhibit E
Schedule of Subconsultants

Project No:

Project Title:

Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

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 WAIVE FORMAL BIDDING AND TO APPROVE THE UTILIZATION OF SERVICES FROM CHRISTMAS DESIGNERS, INC. UNDER THE CITY OF AVENTURA CONTRACT NO. 19-06-20-2, FOR FURNISHING AND INSTALLING HOLIDAY DECORATIONS, AT A COST NOT TO EXCEED ONE HUNDRED NINETY FOUR THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$194,333.00) AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

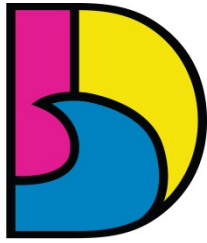
Fund:

Fiscal Impact/Cost Summary

.

Exhibits Attached

C-MEMO-XMASDESIGNERS-PIGGYBCK-AVENTURA-082322REV2, R-2022-Christmas Designers, Inc. Agreement for Furnishing and Installing Holiday Decorations Services (Piggyback Aventura Contract) and Exceed \$25K.d, Exhibit A to Agreement-Aventura Invitation to BID #19-06-20-2, Exhibit B to Agreement- Christmas Designers Proposal for Holiday Lights, CDI-AVENTURA-RNWL-LETTR-3YRS-0722, CDI-AVENTURA-HOLIDYLIGHTS-Resolution-2019-36, CDI-AVENTURA-2019-24-HOLIDYLIGHTS-BID 19-06-20-2



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**RE: RESOLUTION AUTHORIZING THE CITY TO UTILIZE THE CONTRACT
BETWEEN CHRISTMAS DESIGNERS INC. AND THE CITY OF AVENTURA
FOR THE PROVISION AND INSTALLATION OF HOLIDAY DECORATIONS**

Request

City administration is requesting the adoption a resolution authorizing the Public Services Department (PSD) to waive the formal process for the procurement of holiday decorations and exceed the City's \$25,000 vendor threshold using the City of Aventura's Agreement No. 2019-36 (authorized by Resolution No. 2019-36) with Christmas Designers, Inc. (CDI).

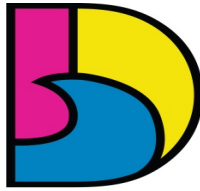
Background

The City decorations for this coming holiday season will feature LED bulbs garlands mounted on streetlight posts along its major corridors. The garlands will be upgraded over last holiday season's version and an expanded number of poles will be decorated. There will be approximately 170 streetlight poles outfitted with the attractive white and blue garlands throughout the city.

The City of Aventura executed contract no. 2019-36 with CDI on October 7, 2020 for a two-year period with two 1-year renewal options (exercised), which was followed by another two-year extension which takes the services through the 2023 holiday season. The City's Procurement staff, Aventura, and CDI have all approved the use of the contract for a two-year period by the City of Dania Beach. This was a competitively bid contract, and therefore will ensure that these important services can be obtained at the least cost to the City. The proposal provided by CDI based on the Aventura agreement rates is for a cost of \$194,333.

The Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he or she is authorized to do so in advance by a resolution adopted by the City Commission.

\continued...



**RESOLUTION AUTHORIZING THE CITY TO PIGGYBACK ON THE
CITY OF AVENTURA CONTRACT WITH CHRISTMAS DESIGNERS
INC. FOR THE PROVISION AND INSTALLATION OF CITYWIDE
DANIA BEACH HOLIDAY DECORATIONS**

Budgetary Impact

Funding for this expenditure in the amount of \$194,333.00 will be appropriated in the fiscal year 2022/2023 City Manager's recommended budget in the City's Facilities Maintenance Fund Contractual Services Account No.505-39-02-539-34-10.

Recommendation

PSD recommends the adoption of the attached resolution authorizing PSD to utilize the City of Aventura contract with Christmas Designers Inc. for a two-year period (through the 2023 holiday season) to furnish and install holiday decorations in various locations, including City Hall, some of our parks building frontages, the pier and along the city's main corridors. Additionally, authorization to exceed the \$25,000 annual single vendor threshold is recommended.

RESOLUTION NO. 2022-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE UTILIZATION OF SERVICES FROM CHRISTMAS DESIGNERS, INC. UNDER THE CITY OF AVENTURA CONTRACT NO. 19-06-20-2, FOR FURNISHING AND INSTALLING HOLIDAY DECORATIONS, AT A COST NOT TO EXCEED ONE HUNDRED NINETY FOUR THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$194,333.00) AND TO 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, City Administration has directed the Public Services Department to provide high quality and aesthetically appealing holiday decorations in the City; and

WHEREAS, the Public Services Director has determined that provision and installation of holiday decorations can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids, from Christmas Designers, Inc. (“CDI”); and

WHEREAS, at the City’s request, CDI provided the Public Services Department with a comprehensive decorations proposal at a cost of \$194,333.00; and

WHEREAS, the Public Services Department is requesting City Commission approval to utilize CDI for City-wide installation of holiday decorations for the term of the contract, provided funding is available and appropriated, under the City of Aventura contract No. 19-06-20-2, which was renewed for two additional years in July 2022 and is effective August 15, 2022 through December 31, 2023; and

WHEREAS, services requested may exceed the annual vendor amount of \$25,000.00 threshold for a single vendor, therefore, requiring 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 proper City officials are authorized to execute an agreement with CDI to furnish and install holiday decorations in an amount not to exceed \$194,333.00 which exceeds the annual amount of the \$25,000.00 purchase threshold for a single vendor for Fiscal Year 2021-2022, which Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That Public Services Department purchases from CDI will be appropriated from the Fiscal Year 2022-2023 City Manager’s recommended budget in the City’s Facilities Maintenance Fund Contractual Account 505-39-02-539-34-10 in the amount of \$194,333.00

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND CHRISTMAS DESIGNERS, INC. A FLORIDA CORPORATION,
UNDER A CITY OF AVENTURA INVITATION TO BID (“ITB”) NO. 19-
06-20-2, FOR SERVICES RELATED TO THE HOLIDAY LIGHT
DISPLAY.**

This is an Agreement (the “Agreement”) dated _____, 2022 between the City of Dania Beach, Florida, a municipal corporation (“City”) with an address of 100 W. Dania Beach Boulevard, Dania Beach, Florida, 33004 and Christmas Designers, Inc. (“Contractor”) with a mailing address of 3124 Northwest 16 Terrace, Pompano Beach, Florida 33064.

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 Agreement existing between the Contractor and the City of Aventura and any amendment(s) to it, under an award by the City of Aventura of a contract (the agreement related to Invitation to Bid No. 19-06-20-2, a copy of which is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Fort Lauderdale, or any city for these same services, then Contractor shall provide such lower service rates to the City.
2. The term of this Agreement shall be through December 31, 2023.
3. The proposal submitted to the City of Dania Beach, Florida by the Contractor is for an amount not to exceed \$194,333.00 and a copy of the proposal is attached as Exhibit “B”, and made a part of and is incorporated into this Agreement by this reference
4. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City’s sovereign immunity as set forth in Section 768.28, Florida Statutes.
5. 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.

6. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant 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.
7. 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: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Christmas Designers, Inc.
3124 Northwest 16 Terrace
Pompano Beach, Florida 33064

8. That in all other respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
CHRISTMAS DESIGNERS, INC.,
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2022

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2022, by _____ as _____ of Christmas Designers, Inc., a Florida corporation, on behalf of the 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 AVENTURA
INVITATION FOR BID
Holiday Light Display
BID # 19-06-20-2



ISSUE DATE:
Thursday, May 29 2019

SUBMITTAL DATE:
Thursday, June 20, 2019

Aventura Government Center
19200 West Country Club Drive
Aventura, Florida 33180

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
FORMAL INVITATION FOR BIDS	7
GENERAL INFORMATION	8
DEFINITIONS	9
SECTION 1 INSTRUCTION TO BIDDERS	13
SEC.1.1 SERVICES REQUESTED	13
SEC.1.2 AGREEMENT PERIOD	13
SEC.1.3 NECESSARY LICENSING	13
SEC.1.4 EVALUATION OF BIDS	13
SEC.1.5 MINIMUM QUALIFICATIONS	13
SEC.1.6 INSTRUCTIONS TO SUBMIT BIDS	13
SEC.1.7 BID REQUIREMENTS	14
SEC.1.8 TIMETABLE FOR REVIEW AND SELECTION	15
SECTION 2 GENERAL CONDITIONS	16
2.1 PURPOSE OF BID	16
2.2 SUBMISSION OF BIDS	16
2.3 GUARANTIES	16
2.4 DELIVERY	17
2.5 MISTAKES	17
2.6 BRAND NAMES	17
2.7 MATERIAL	17
2.8 PRICING	17

TABLE OF CONTENTS (CONTINUED)

CONTENTS	PAGE #
2.9 TAXES	17
2.10 SAFETY STANDARDS	17
2.11 PAYMENTS	18
2.12 LIABILITY, INSURANCE, LICENSES AND PERMITS	18
2.13 COUNTY LICENSE	18
2.14 COMPLIANCE WITH LAW	18
2.15 ASSIGNMENT	18
2.16 AWARDS OF BIDS	18
2.17 EVALUATION OF BIDS	19
2.18 IDENTICAL (TIE BIDS)	19
2.19 PREFERENCE TO LOCAL BUSINESS	19
2.20 HOLD HARMLESS	19
2.21 CANCELLATION	19
2.22 DISPUTES	19
2.23 NONCONFORMANCE TO CONTRACT	19
2.24 DEFAULT PROVISIONS	20
2.25 IDEMNIFICATION	20
2.26 SECONDARY/OTHER VENDORS	20
2.27 BID PROTEST PROCEDURE	20
2.28 CITY'S RIGHTS RESERVED	20
2.29 CONE OF SILENCE	20
2.30 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS	22

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
2.31 PUBLIC ENTITY CRIME/DISQUALIFICATION	25
2.32 CONFLICTS OF INTEREST	25
2.33 OTHER GOVERNMENTAL AGENCIES	25
2.34 PUBLIC RECORDS LAW	25
2.35 SCRUTINIZED COMPANIES	27
SECTION 3 SPECIAL CONDITIONS	28
3.1 SCOPE OF SERVICES	28
3.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL	28
3.3 SCOPE OF WORK	28
3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT	28
3.5 STRIKES AND LOCKOUTS	28
3.6 NO CONTINGENT FEE	29
3.7 ATTORNEY'S FEES	29
3.8 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING	29
3.9 BASIS OF AWARD	30
3.10 BONDS	30
3.11 BID SECURITY FORFEITED, LIQUIDATED DAMAGES	30
3.12 CONTRACT CONTINUITY	30
3.13 COMPLAINTS OR DISPUTES	30
3.14 LICENSING	30
3.15 INSURANCE	31
3.16 CONTRACTOR'S RELATION TO THE CITY	32

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
3.17 DISCRIMINATORY PRACTICES	32
3.18 OTHER COMPLIANCE	32
3.19 SUB-CONTRACTORS	32
3.20 CONFIDENTIALITY	32
3.21 MODIFICATION OR WITHDRAWAL OF A PROPOSAL	32
3.22 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	33
3.23 TERMINATION OF CONTRACT	33
SECTION 4 TECHNICAL SPECIFICATIONS	34
BID FORM	39
RESPONDENT’S CERTIFICATION	41
NO BID OR PROPOSAL RESPONSE	44
SCHEDULE OF VALUES	45
SITE VISIT CERTIFICATION	48
PROPOSER’S QUALIFICATIONS FORM	49
AGENCY REFERENCES	53
OTHER REFERENCES	55
BID EXCEPTION FORM	57
INDEMNIFICATION CLAUSE	58
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	59
SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES	61
BUSINESS ENTITY AFFIDAVIT	62
DRUG-FREE WORKPLACE AFFIDAVIT	64
TABLE OF CONTENTS (CONTINUED)	
ANTI-KICKBACK AFFIDAVIT	66

NON-COLLUSIVE AFFIDAVIT	67
APPENDIX 1 NOTICE OF AWARD	70
APPENDIX 2 NOTICE TO PROCEED	71
APPENDIX 3 BID BOND	72
APPENDIX 4 PERFORMANCE BOND	74
FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	76

**CITY OF AVENTURA INVITATION FOR BID
HOLIDAY LIGHT DISPLAY
BID # 19-06-20-2**

The City of Aventura is seeking a qualified contractor to provide **HOLIDAY LIGHT DISPLAY** services within the City of Aventura. Sealed bids will be received at the Office of the City Manager, City of Aventura, FL 33180 until 2:00 P.M. (EST), on Thursday, June 20, 2019.

The Work involved with the Project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for **HOLIDAY LIGHT DISPLAY** for this bid.

The Invitation for Bids will be received and opened at:

**Office of the City Manager
City of Aventura
Government Center
19200 West Country Club Drive
Aventura, FL 33180**

Submittals must be received at the above address no later than 2:00 P.M. (EST), on Thursday, June 20, 2019 and clearly marked on the outside of envelope "HOLIDAY LIGHT DISPLAY: BID # 19-06-20-2." Late submittals will not be accepted and shall be returned unopened.

Interested firms should obtain the Invitation for Bids (IFB) package from www.demandstar.com or www.cityofaventura.com/finance/bids.shtml, on or after, Wednesday, May 29 2019. The IFB package contains information about the Statement of Work, Bid submission requirements and selection procedure resulting from this IFB. Any or all questions shall be directed to Indra Sarju, Purchasing Agent at (305) 466-8925 or emailed to sarjui@cityofaventura.com.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the IFB from the time of advertisement of the IFB until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence."

Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates. Please see the detailed specifications of this solicitation for further details.

The City of Aventura reserves the right to request clarification of information submitted and to request additional information. The City also reserves the right to reject any and all proposals with or without cause and to waive any or all irregularities with regards to the specifications.

Ronald J. Wasson
City Manager

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The City desires to contract with a qualified company to provide Holiday Light Display services. The work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for Holiday Light Display bid, shall include upcoming holiday season.

B. PROPOSAL DUE DATES:

Complete Bids are due on Thursday, June 20, 2019 at 2:00 P.M. (EST). All bids must be received in the Office of the City Manager by the date and time indicated, with opening immediately following at the City of Aventura, 19200 West Country Club Drive, Aventura, FL 33180.

Bids should be addressed or delivered to:

**IFB # 19-06-20-2
Holiday Light Display
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180**

C. Questions concerning this IFB should be directed to:

Indra Sarju, Purchasing Agent
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180
Phone (305) 466-8925 Fax (305) 466-8939
Email: sarjui@cityofaventura.com

D. In order to facilitate review of the bids each proposer must submit one (1) original unbound and one (1) CD that contains a single PDF file of your entire response in the order presented the Bid Documents plus three (3) additional copies of the IFB response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE STATED DATE AND TIME OF:

Thursday, June 20, 2019 AT 2:00 P.M.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND

TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address during the City's regular business hours, Mondays through Fridays, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Bid by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

D. ACRONYMS/DEFINITIONS

For the purposes of this Invitation for Bids (IFB), the following acronyms/definitions will be used:

Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Agreement: The Written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

Approved: Means approved by the City.

Base Services: The offer of the Bidders submitted on the prescribed form setting forth the prices for the Work to be performed.

Bid Form: The form that contains the goods or services to be purchased and that must be completed and submitted with the bid.

Bidder/Proposer/Proponent: Organization/individual submitting a bid/proposal in response to this IFB.

Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

City/Owner: City of Aventura or designated representative when appropriate contract with the City for the services identified in this IFB.

Commission: The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.

Competitive Solicitation: Means an invitation to bid, a request for proposal, or an invitation to negotiate.

Consultant: A firm that has entered into a separate agreement with the City for the provision of professional services.

Contract: Shall refer to the Contract that may result from this Invitation for Bids.

Contract Documents: Shall include Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Invitation to Bid, Insurance Certificates and Change Orders.

Contract Price: The total monies payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar days stated the Agreement for the completion of Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

Contractor: The organization(s)/individual(s) that is awarded and has an approved

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Department: The individual(s) assigned by the City Manager or designee to manage the project.

Designee: A person(s) selected by the City Manager to carry out a duty or role.

Due Date and Time: Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.

Evaluation Committee: An independent committee comprised solely of City staff and consultants of the City established to review proposals submitted in response to the IFB and recommend a Proponent(s).

FSS: Florida State Statutes

IFB: Invitation for Bids

May: Indicates something that is not mandatory but permissible.

Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

Non-Compliant Work: Work performed by the Contractor that has been determined through City inspection to not meet the Performance Standards.

Notice of Award: The written notice by City to the apparent successful Bidders stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him/her.

Offeror: Shall refer to any offer(s) submitting an Offer in response to this Invitation for Bids

Performance Standards: The desired results established for each type of Work described in the IFB, necessary to be deemed Satisfactory.

Project: A task or series of tasks that the Contractor must complete in accordance with the Contract Documents.

Proponent: Organization/individual submitting a bid/proposal in response to this IFB.

Proposer: Shall refer to anyone submitting a bid in response to the Invitation for Bids.

Purchase Order: A document issued by the City approving Supplemental Services to the Contractor.

Provider or Successful Proposer: Shall refer to the Proposer receiving an award as result of this Invitation for Bids (“IFB”)

Quality Control: Those actions taken by the Contractor to ensure the Contractor’s performance meets the Performance Standards.

Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Bid/proposal: A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects.

Re-Work: Corrective Work performed by the Contractor, at no cost to the City, to meet the Performance Standards.

Satisfactory: Work performed by the Contractor that has been determined through City inspection to meet the Performance Standards.

Shall/Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

Should: Indicate something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.

Site(s): The location(s) where Work is to be performed under this Contract.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Sub-Contractor &Sub-Consultant: Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Offeror, who contract with the Successful Offeror to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Offeror.

Supplemental Services: Those services that are performed on a periodic basis (on demand) for which the Contractor receives compensation on the prescribed form setting forth the prices for the Work being performed.

Unbalanced Bid: Pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.

Unsatisfactory Work: Work performed by the Contractor that has been determined through City inspection to not meet the Performance Standards.

Work, Services, Project &Engagement: Shall refer to all matters and things that will be required to be done by the Successful Offeror in accordance with the Scope of Work, and the terms and Conditions of this submittal.

END OF SECTION

SECTION 1

INSTRUCTION TO BIDDERS

CITY OF AVENTURA INVITATION FOR BIDS HOLIDAY LIGHT DISPLAY BID # 19-06-20-2

SEC.1.1: SERVICES REQUESTED:

The City of Aventura is accepting sealed bids for the HOLIDAY LIGHT DISPLAY within the City. A more complete scope of services is included as Section 4 under the Technical Conditions of this bid.

SEC.1.2: AGREEMENT PERIOD:

The initial contract shall be for a period of two (2) years with an opportunity for the City to extend the contract for two (2) additional one-year periods at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify City on/or before 90 days prior to contract expiration.

SEC.1.3: NECESSARY LICENSING:

As more fully discussed in this DOCUMENT, the contractor must have all necessary licenses. Contractor shall be required to furnish a copy of all licenses, certificates of competence or other licenser requirements necessary to provide their services as required by Florida State Statutes. These documents shall be furnished to the City along with the Bid Response.

SEC.1.4: EVALUATION OF BIDS:

Bids will be evaluated based upon the criteria contained in Section 2 of 2.16 through 2.19 of the General Conditions and Section 3.9 of the Special Conditions.

SEC.1.5: MINIMUM QUALIFICATIONS:

All bidders must have a minimum of five (5) years experience providing similar services to those described in this document.

SEC.1.6: INSTRUCTIONS TO SUBMIT BIDS:

Bids will be accepted, until 2:00 P.M., Thursday, June 20, 2019, by the City of Aventura to select a company to provide public works landscape maintenance services as required by the City.

Bids must be submitted in sealed envelopes and clearly identified as **“BIDS FOR HOLIDAY LIGHT DISPLAY: BID #19-06-20-2.”**

In order to facilitate review of the bids, each bidder must submit one (1) original unbound and 1 CD plus for a total of three (3) complete sets of all bid forms inside a sealed envelope.

Bids shall be submitted to the Office of the City Manager, City of Aventura, 19200 W. Country Club Drive, Aventura, Florida 33180.

Questions concerning this bid should be directed to:

Indra Sarju, Purchasing Agent
19200 W. Country Club Drive
Aventura, Florida 33180
(305) 466-8925 or Email: sarjui@cityofaventura.com

The City highly recommends contractor's to be familiar with Location for the Holiday Light Display. **All questions regarding this Invitation for Bids are due on or before 5:00 P.M. on Thursday, June 13, 2019.** No pleas of ignorance by the bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Aventura or the compensation of the vendor.

SEC.1.7: BID REQUIREMENTS:

Bids must include but need not be limited to four (4) complete sets of the complete Bid Form including Attachments as follows:

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Site Visit Certification
- Bidder's Qualifications Form
- Agency References
- Other References
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
- Scrutinized Companies Pursuant to Section 287.135, Florida Statutes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- W-9 Request for Identification Number and Certification

The City provided bid forms must be completed, signed, notarized and certified as to authorization. Forms attachments must be completed using the City provided forms. For the Indemnification Clause Form, the City provided form must be signed and notarized. In addition, the bid packet shall include one copy of the entire bid document with the bidder's company and initials on each page. Also, one original of the bid bond or cashier's check must be included in the sealed envelope.

SEC.1.8: TIMETABLE FOR REVIEW AND SELECTION:

The written bids will be evaluated by a review committee consisting of employees from the City's Public Works/Transportation Department. Based upon this evaluation, the Committee may select one or more companies for further evaluation. A complete background investigation may also be conducted for each proposing company. The Committee and/or City Manager may recommend an agreement with the top ranked company to the City Commission.

It is anticipated that the successful bidder would assume full service responsibilities during the month of November, 2019.

END OF SECTION ONE

SECTION 2

CITY OF AVENTURA INVITATION FOR BIDS FOR HOLIDAY LIGHT DISPLAY BID #19-06-20-2

GENERAL CONDITIONS

2.1: PURPOSE OF BID:

The City of Aventura intends to secure a source of supply(s) of the service needed at the most responsive and responsible price. The City reserves the right to award the bid considered to best serve the City's interests.

- 2.1.1 Any questions concerning the bid specifications or any required need for clarification should be made by 5:00 P.M. (est.) on Thursday, June 20, 2019. No plea of ignorance or delay or required need of additional information shall exempt a bidder from submitting his bid on the required date and time of day as publicly noted.
- 2.1.2 Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of one hundred twenty (120) days from the date of the bid opening unless otherwise stated by the bidder. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to the Invitation for Bids will be just cause for rejection as determined by the City.
- 2.1.3 In the event of any conflicts between provisions contained in the General Conditions (Section 2 of 2.1 through 2.35) and Special Conditions (Section 3 of 3.1 through 3.23), the provisions contained in the Special Conditions shall govern.

2.2: SUBMISSION OF BIDS

- 2.2.1: Bidders must use the bid form(s) furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- 2.2.2: Bids having an erasure or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3: GUARANTIES:

No guarantee or warranty is given or implied by the City as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for bid purposes only and will be used for tabulation and presentation of the bid. The City reserves the rights to reasonably increase or decrease quantities as required.

2.4: DELIVERY:

All items shall be delivered F.O.B. destination (i.e. at a specific City of Aventura address), and delivery costs and charges (if any) will be included in the bid price. Exceptions should be noted. When practical, the City may make pick-ups at the vendor's place of business.

2.5: MISTAKES:

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the bidder's risk and errors will not release the bidder from his responsibility as noted herein.

2.6: BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.

2.6.1: Provision of written indication of intent to quote an alternative brand or model number, or designation of objective of the bid will be considered as a quotation in compliance with the specifications as listed, at the discretion of the city, which would best serve the City's interest.

2.7: MATERIAL:

Acceptance of any materials delivered under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

2.8: PRICING:

Prices should be stated in units of quantity specified in the bid specifications. In case of a discrepancy, the City reserves the right to make the final determination at the lower net cost to the City.

2.9: TAXES:

Bidders should not include taxes in bid prices.

2.10: SAFETY STANDARDS:

The BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by materials data safety sheets (M.D.S.S.) when applicable.

2.11: PAYMENTS:

Payment will be made after all supplies, commodities, or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. All invoices must bear the purchase order number.

2.12: LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter onto City of Aventura property or public right of way to deliver materials or to perform work or services as a result of a bid award, the bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The bidder shall be liable for any damages or loss to the city occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of this contract as a result of the bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Aventura Code, if any. These documents shall be furnished to the City along with the bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the bid and forfeiture of the bid bond.

- 2.12.1 The vendor shall furnish to the Finance Department Director, City of Aventura, 19200 W. Country Club Drive, Aventura, FL 33180, certificate(s) of insurance which indicate that insurance coverages comply with Section 3.15 under Special Conditions of this bid.

2.13: COUNTY LICENSE:

Successful Contractor must obtain a MIAMI-DADE County License prior to beginning services under any contract awarded.

2.14: COMPLIANCE WITH LAW:

Bidder shall conduct its operations in compliance with all applicable federal, state, county and local laws; in providing any services hereunder.

2.15: ASSIGNMENT:

The contractor shall not transfer or assign the performance required by this bid to any other entity without prior written consent of the City of Aventura. Any award issued pursuant to this bid invitation and monies which may be payable by City are not assignable except with prior written approval of the City of Aventura.

2.16: AWARD OF BIDS:

The City of Aventura reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel).

Final determination and award of bid(s) shall be made by the City Commission. The successful bidder shall execute a contract for HOLIDAY LIGHT DISPLAY Services in a form of contract which is approved by the City Attorney for form and legal sufficiency.

2.17: EVALUATION OF BIDS:

The City, at its discretion, reserves the right to inspect any/all BIDDERS facilities to determine their capability of meeting the City's needs.

2.18: IDENTICAL (TIE BIDS):

Shall be awarded by the City in compliance with Florida Statutes providing for a drug free workplace and also the City of Aventura Ordinance: #96-07 (City Code Sec. 2-255), that is, in the event of an identical tie bid, a preference shall be given to a business having a drug free workplace under Florida Statute 287.087, as amended. Failure to provide proof of compliance when requested shall be just cause for rejection of the bid as determined by the City, and result in the bidder holding the City harmless for such rejection.

2.19: PREFERENCE TO LOCAL BUSINESSES:

Pursuant to Section 1, (G), of Ordinance No. 96-07 (City Code Sec. 2-257), "businesses located within the (corporate limits) of the City of Aventura...shall receive a preference bonus of 10% or 10 points during the tabulations of bids".

2.20: HOLD HARMLESS:

ALL BIDDERS shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees for their decision to reject, award or not award a bid, as applicable.

2.21: CANCELLATION:

Failure on the part of the vendor to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the award, with the vendor holding the City harmless.

2.22: DISPUTES:

If any dispute concerning a question of fact arises under the contract which results from the final bid award, other than termination for default or convenience, the contractor and the city department responsible for the administration of the contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the contractor, which shall be binding on both parties.

2.23: NONCONFORMANCE TO CONTRACT:

The City of Aventura may withhold acceptance of, or reject items of services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at vendor's expense

and redelivered at vendor's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

2.24: DEFAULT PROVISION:

In Case of default by the BIDDER or contractor, the City of Aventura may cancel the service agreements, procure the articles or services from other sources and hold the BIDDER or contractor responsible for any excess costs occasioned or incurred thereby.

2.25: INDEMNIFICATION:

The Contractor shall indemnify, save harmless, and defend the City of Aventura, its officers, agents and employees against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid and/or from any procurement decision of the City including without limitation, awarding the contract to the contractor.

2.26: SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek and obtain other sources without thereby violating the intent of the contract.

2.27: BID PROTEST PROCEDURE:

Bid protests are governed by Sec. 2-259 of the Aventura City Code.

2.28: CITY'S RIGHTS RESERVED:

The City of Aventura reserves the right to reject all bids or to reject any bid not conforming to this Document, and to waive any irregularity or informality with respect to any bid. The City further reserves the right to request clarification of information submitted and to request additional information from one or more bidders. The City may also negotiate modification to bids deemed to be in the best interest of the City.

2.29: CONE OF SILENCE PROVISION:

A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 (Ordinance 2002-12) "Cone of Silence" is applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

2. The City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.
- B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.
- C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- D. The Cone of Silence shall not apply to:
- (1) Oral communications at pre-bid conferences;
 - (2) Oral presentations before selection or evaluation committees;
 - (3) Public presentations made to the City Commissioners during any duly noticed public meeting;
 - (4) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (6) Communications with the City Attorney and his or her staff;
 - (7) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 - (8) Any emergency procurement of goods or services pursuant to City Code;
 - (9) Responses to the City's request for clarification or additional information;
 - (10) Contract negotiations during any duly noticed public meeting;
 - (11) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto 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 his or her staff are in writing or are made at a duly noticed public meeting.

- E. Please contact the City Attorney for any questions concerning Cone of Silence compliance.
- F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

2.30: CAMPAIGN FINANCE RESTRICTIONS ON VENDORS:

Sec. 2-420. Prohibited campaign contributions by vendors. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates.

(a) *General, prohibition, disqualification, definitions.*

(1)

- a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of bids issued by the City, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.
- b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's General Revenue Fund.

(3)

- a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be

disqualified from serving as a vendor with the City for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

- b. For purposes of this section, the term “disqualified” shall be defined to include:
 - 1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
 - 2. Disqualification of a contributor’s response to solicitation requests for prospective vendor contracts with the City, subject to the applicable waiver of subsection (b) herein.
- (4) As used in this section:
- a. Vendor.
 - 1. A “Vendor” is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.
 - 2. “Vendor” shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term “controlling financial interest” shall mean the ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent (10%) or more in a firm. The term “firm” shall mean a corporation, partnership, business trust or any legal entity other than a natural person.
 - 3. “Vendor” shall not include City officers or employees.
 - 4. For purposes of this section, “Vendor” status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.
 - a. *Services.* For purposes of this section, the term “services” shall mean the rendering by a vendor through competitive bidding

or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.

- b. *Campaign contributions.* The term “campaign contribution” shall have the meaning which is ascribed to the term “contributions” pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

- (1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five (5) members of the City Commission for a particular transaction after a public hearing, upon finding that:

- a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or
- b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or
- c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or
- d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.

- (2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five (5) members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six [6] months) in order for the City to obtain a replacement vendor.

- (3) *Full disclosure.* Any grant of a waiver or limited waiver by the City Commission must first be supported with a full disclosure of the subject campaign contribution.

- (c) *Implementation.* The City Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this

section. These procedures shall provide for the assembly, maintenance and posting of an official City vendor list as referenced above.

- (d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of \$250.00 for the first violation, and \$500.00 for each subsequent violation.
- (e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.
(Ord. No. 2005-14, § 3, 10-11-05)

2.31: PUBLIC ENTITY CRIME/DISQUALIFICATION:

Pursuant to Section 287.133(3) (a), Florida Statute all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

2.32: CONFLICTS OF INTEREST:

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

2.33 OTHER GOVERNMENTAL AGENCIES:

- 2.33.1 All bidders awarded contracts for this bid may, upon mutual agreement with other agencies, permit any school district/board, municipality or other governmental agency to participate in the contract under the same price terms and conditions, if agreed to by both parties.
- 2.33.2 Further to paragraph 2.33.1, it is understood that each school district/board, municipality or agency will issue its own Purchase Order to the awarded bidder(s).
- 2.33.3 It is understood and agreed that the City is not in any way a legal party to any contractual agreement made between any other government unit or educational organization and the Awarded Bidder(s) as a result of this IFB.

2.34 PUBLIC RECORDS LAW

PUBLIC RECORDS

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR 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.
- b. Upon request from the CITY custodian of public records, CONTRACTOR 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.
- c. 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.
- d. Upon completion of 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 CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR 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 CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. CONTRACTOR'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 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.

Custodian of Records:	City Clerk's Office
Mailing address:	19200 West County Club Drive
	Aventura, FL 33180
Telephone number:	305-466-8901

Email: horvathe@cityofaventura.com

2.35 SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

END OF SECTION 2

SECTION 3

CITY OF AVENTURA INVITATION FOR BIDS FOR HOLIDAY LIGHT DISPLAY SERVICES BID #19-06-20-2

SPECIAL CONDITIONS

3.1: SCOPE OF SERVICES:

The work covered by the Specifications herein shall be HOLIDAY LIGHT DISPLAY services including wrap palm trees, oak trees, spheres and snowflakes as described in the Contract Documents.

3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of two (2) years with an opportunity for the City to extend the contract for two (2) additional one-year period, at the same terms, conditions and specifications (except for the itemized and unit process as contained in the Schedule of Values, which shall be negotiated in good faith) or remain the same and the extension is approved by the City Manager. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify City on/or before 90 days of contract expiration date.

3.3: SCOPE OF WORK

3.3.1 Service Location Area will be within the City of Aventura Government Center and Building, Founders Park, Aventura Blvd East to West – Aventura Blvd and West Country Club Drive and Aventura Boulevard and Biscayne Boulevard – City Monument Sign North and South.

3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT:

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether Federal, State, County, or local and of any agency or such government, which relate to or in any manner affect the performance of this Contract. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), and any laws and regulations issued by Local, County, State or Federal agencies.

3.5 STRIKES AND LOCKOUTS:

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the Contractor's employees, and there will be no lockouts by the Contractor for the duration of this Contract. The Contractor shall

make an attempt to obtain from any association representing the Contractor's employees a letter of understanding agreeing to support the City fully in maintaining operations in every way.

Any employee who participates in or promotes an illegal strike, work stoppage, picket while working, slowdown, sick-out or concerted failure to refuse to perform assigned work may be discharged or otherwise disciplined by the Contractor.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the City and the public at large. Accordingly it is understood and agreed that in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law, including attorney's fees and full costs associated with the violation and restoration of service. In the event of a strike, work stoppage, or interference with the operations and accomplishment of the mission of the City, the Contractor and any association representing the Contractor's employees shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

3.6: NO CONTINGENT FEE:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement, without liability, at its discretion.

3.7: ATTORNEY'S FEES:

If the City incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees.

3.8: ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING:

Any inquiry or request for interpretation received seven (7) days or more prior to the date fixed for the opening of the bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be posted on Demandstar or sent by available means to all known prospective bidders not later than five (5) days prior to the established bid opening date. Each prospective bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be considered as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective bidder to verify that he has received all addenda issued before bids are opened. Any questions regarding the specifications may be directed to the Finance Department, Indra Sarju, Purchasing Agent, located at 19200 W. Country Club Drive, Aventura, FL 33180, (305) 466-8925 or email to sarjui@cityofaventura.com. Under no circumstances will the City accept

facsimile transmissions in lieu of a sealed bid. Any bids received in the above manner will be deemed unresponsive and a “no bid” will be entered for the bidder.

3.9: BASIS OF AWARD:

Award will be made to the most responsive and responsible bidder. Evaluation criteria, in addition to those contained in Sections 2 of 2.16 through 2.19 of the General Conditions, are the fee proposed, quantity and quality of equipment and qualifications of personnel, experience, and the overall ability to perform the services requested.

3.10: BONDS:

The bid bond not required for this bid. In addition, the successful bidder shall furnish a performance bond in the amount of 100% of the total Bid Price, with the City of Aventura as the obligee, as security for the faithful performance of the contract. The bond shall be issued by a satisfactory surety company authorized to do business in the State of Florida and be in the form shown as Appendix 2 to this bid. The Performance Bond shall be in force for the duration of the project.

3.11: BID SECURITY FORFEITED, LIQUIDATED DAMAGES:

Failure to execute a contract in the form prepared by City and to file an acceptable performance bond as provided herein within ten (10) days after written notice of award has been given shall be just cause for the annulment of the award by City and the forfeiture of the bid security to the City, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Awards may then be made to the next best responsible bidder or all bids may be rejected, as best meets the needs of the City.

3.12: CONTRACT CONTINUITY:

In the event services are scheduled to end either by contract expiration or by termination by the City of Aventura (at the City’s discretion), it shall be incumbent upon the contractor to continue the service, if requested by the City, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.13: COMPLAINTS OR DISPUTES:

The contractor agrees that any complaints received by the City concerning misconduct on the part of the contractor, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Public Works/Transportation Department for appropriate action. The contractor agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required, and the decision of the City shall be final and binding.

3.14: LICENSING:

The successful bidder shall be licensed and certified by all appropriate County, State, and Local agencies. The contractor shall procure at its own expense, all necessary licenses and permits.

The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and City.

3.15: INSURANCE:

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be \$1,000,000 per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of \$1,000,000.00 for bodily injury and property damage per occurrence.
3. A worker's compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1–3 of the contractor's above required policies of insurance except for the Workers Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of contractor's performance or operations hereunder.

The contractor shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility of Contractor to indemnify, keep and save harmless and defend the City and its officers, employees, agents or instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the city, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

3.16: CONTRACTOR'S RELATION TO THE CITY:

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respects an agent, servant or employee of the City of Aventura. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

3.17: DISCRIMINATORY PRACTICES:

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The company will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

3.18: OTHER COMPLIANCE:

The contractor shall comply with all requirements of the City's agreements with any other entity which concern the lands upon which the services are to be provided, upon notice from City.

3.19: SUB-CONTRACTORS:

Sub-contractors are subject to compliance with all terms, conditions, and specifications contained herein. All sub-contractors require and are subject to approval by the City of Aventura, at its sole discretion.

3.20: CONFIDENTIALITY

Bidders are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". If there is any apparent conflict between Florida's Public records laws and this RFP, the law will prevail.

All Bids submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

3.21: MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal.

Any modification of a Proposal/Bid by the Proposer shall be submitted to the Office of the City Manager's or designee prior to the Solicitation Due Date & Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously

submitted Proposal. The sealed envelope shall contain the same information as required for submitting the original Proposal. In addition the envelope shall be marked with a statement that this Proposal replaces the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Solicitation Due Date & Time.

b) Withdrawal of a Proposal.

A Bid/Proposal may be withdrawn only by written communication delivered to the Office of the City Manager's or designee prior to the Solicitation Due Date & Time. A Bid/Proposal may also be withdrawn after one-hundred and twenty (120) calendar days after the Solicitation Due Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Manager's or designee at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

3.22: LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date & Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date & Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date & Time or prior to the expiration of One-hundred and twenty (120) calendar days after the Solicitation Due Date & Time shall not be accepted or considered.

3.23: TERMINATION OF CONTRACT

The City reserves the right to terminate this any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the City will be relieved of all obligations under said contract. The City will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

END OF SECTION 3

SECTION 4

CITY OF AVENTURA INVITATION FOR BIDS FOR HOLIDAY LIGHT DISPLAY SERVICES BID #19-06-20-2

TECHNICAL SPECIFICATIONS

A. LOCATIONS OF WORK

Accompanying these specifications is an area map defining areas to display Holiday Lights and maintained. By submitting a bid, the bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to add or remove specific locations on a temporary or permanent basis, as deemed appropriate.

B. EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by all applicable laws, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Aventura. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. All equipment will be inspected and evaluated by the City, prior to award of this bid.

C. SCOPE OF WORK

The Contractor shall provide all necessary supplies, setup, installation, maintenance, removal and cleaning. The City will provide a contact person to coordinate installation and maintenance of the displays.

The successful Bidders shall provide a cumulative price for the bid and cost breakdown/unit cost for each individual display. Costs shall include permitting, setup/installation, maintenance, removal and cleaning. Holiday Light shall ready to display on/before second Saturday of November and first week of January of New Year.

Here is the schedule for:

1 st Year -	November 18, 2019 through January 3, 2020
2 nd Year -	November 16, 2020 through January 5, 2021

LOCATION:

Government Center: 19200 W. Country Club Drive

Government Center Front Area

- 18 Wrap 30' Royal palm with Warm White 5 MM LED lights wrapped trunks in burst and 5 fronds.

Government Center – Building Facing East

- 6 Install 48" LED Warm White snowflake – on East (main) face of building.
- 6 Install 48" LED Warm White snowflake – on West (main) face of building.

Install 1/16 airline cable to support SPT-2 Power and to hung and suspend snowflakes from roof of the Government Center with airline cable that weatherproof and alternate height.

Founders Park: 3105 NE 190 Street

- 2 Wrap 20' Medjool palm with Warm White 5 MM LED lights with 20 fronds – on Medjools at the West entrance to the Park.
- 3 Wrap 30' Medjool palm with Warm White 5 MM LED lights – at corner of Park by sign. Install Warm White 5MM LED lights on 20 fronds – on Medjools at corner of Park by sign.

Aventura Blvd - East to West

Aventura Blvd and W Country Club Drive

- 23 Wrap 30' Medjool palm with Warm White 5 MM LED lights – in center median of Aventura Blvd from NE 29 Avenue to West Country Club Drive.
- 23 Wrap top 18" on palm with BLUE LED 5MM – on Medjool palms in center median.

Aventura Blvd and Biscayne Blvd & City Monument Sign North & South

- 8 Wrap 30' Medjool palm with Warm White 5 MM LED lights – behind the North City monument sign.
- 8 Wrap 35' Coconut palm with Warm White 5 MM LED lights – behind the North City monument sign.
- 16 Wrap top 18" on palm with BLUE LED 5MM – on all palms on North side.
- 6 Wrap 30' Medjool palm with Warm White 5 MM LED lights – in center median.

- 8 Wrap 30' Medjool palm with Warm White 5 MM LED lights – behind the South city monument sign.
- 7 Wrap 35' Coconut palm with Warm White 5 MM LED lights – behind the North city monument sign.
- 15 Wrap top 18" on palm with BLUE LED 5MM – on all palms on South side.

Install 1/16 airline cable to support SPT-2 Power – to run aerial power for Medjool Palms trees. All cable connection must be watertight and moisture proof.

SPECIAL NOTE:

ALL ELECTRICAL WIRING, FUSES, CONNECTIONS, FIXTURES, BULBS, AND PLUGS USED BY CONTRACTOR SHALL BE UL APPROVED FOR OUTDOOR USE AND SHALL BE WATERTIGHT AND WATERPROOF. FURTHERMORE, THE CITY SHALL RETAIN THE RIGHT TO APPROVE ALL ELECTRICAL WIRING, FUSES, CONNECTIONS, FIXTURES, BULBS, AND PLUGS USED FOR ALL LIGHTING PROJECTS, AT ITS SOLE DISCRETION.

D. REGULATIONS AND STANDARDS

1. Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The Contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:
 - A. FDOT Florida Department of Transportation
 - B. OSHA Occupational Safety and Health Act
 - C. EPA Environmental Protection Agency
 - D. All State and Federal labor standards and practices, as applicable

E. SAFETY

1. Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Contractor safety includes the use of safety gear, traffic control and vehicle safety, at the Contractors sole expense.

F. DEFINITIONS

1. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are required to be pre-approved by the City, at its sole discretion.
2. Maintenance as defined for bid purposes shall include: but not limited to, adjusting of timers and maintaining photo cells,
3. In addition, the Contractor also will be responsible for providing the following public works services with no extra labor, equipment, fuel, or travel charges to the CITY:

- A. Repair replace bulb as directed.
- B. Inspect all display daily with weekly written reports.
- C. Inspections to be complete between the hours of 6:00 PM to 8:00 PM
- D. Meet with City staff as directed.
- E. Install decorative lights on trees.

G. SPECIAL CONTRACT REQUIREMENTS

1. DUTIES of the OWNER/PRESIDENT/CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER: This position shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the CONTRACTOR (without obtaining any approvals from others), regarding the disbursement of any resources needed including but not limited to chemicals, materials, equipment, labor, or otherwise as directed by the CITY. The duties will be performed at no additional labor or travel charges. Person responsible for the City of Aventura shall be a senior level management employee. Project Managers, Foremen, Site Supervisors, etc. are not acceptable.

- a. Shall be available to attend all meetings with the City within 24 hours of notification at no charge or as directed by City.
- d. Shall be present at all special events, programs and activities as requested by City, and be present at all planning meetings at no charge. Special events are typically held on weekends and evenings, and Contractor shall receive schedule of events.
- c. Shall be available via telephone/electronic communications on a 24/7/365 basis.
- d. Shall produce timesheets of all personnel assigned to the City, on demand.

The City shall require ten (10) days written notice when the officer or owner of the firm will be out of town, and complete alternate contact information shall be provided at that time, and any alternate shall be pre-approved at the CITY's sole discretion.

3. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. All traffic control costs shall be a part of the unit price bid and shall not be paid for separately.

4. The President/Owner (or as specified in paragraph G.1) must be on 24 hour call, at all times, for emergency purposes.

H. PAYMENT

- 1. The payment process begins when the contractor notifies the Director of Public Works/Transportation or designee of work completed.
- 2. 50% of the annual contract work will be paid upon completion of installation of the Holiday Lighting components, as determined by the City's Electrical Inspector after his inspection of all electrical components, plugs, fixtures, connections, wiring, and workmanship.
- 3. The remaining 50% of annual contract work will be paid upon the completion of the removal of the Holiday Lighting for each annual period in January.

5. NON-CONFORMANCE TO CONTRACT CONDITIONS:

The City of Aventura may withhold payment or reject areas which are found, upon examination, not to meet the specification requirements. Upon written notifications of rejection, subject areas shall be rectified within five (5) calendar days by the Contractor at his expense. Rejected areas left longer than fifteen (15) calendar days will be regarded as abandoned. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet service schedules, may result in the Contractor being held in default and shall authorize the City to terminate the contract upon notice to the Contractor.

END OF SECTION 4

BID FORM

CITY OF AVENTURA INVITATION FOR BIDS HOLIDAY LIGHT DISPLAY BID #19-06-20-2

I hereby propose to furnish the goods and services specified in the Invitation for Bid. I agree that my bid will remain firm for a period of 120 days after bid opened by the City in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid; no officer, employee or agent of the City of Aventura or any other bidder has an interest in said bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Attached hereto are the following forms/documents which form a part of this bid:

Attachments

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Bidder's Qualifications Form
- Agency References
- Other References
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
 - On Public Entity Crimes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- Scrutinized Companies Pursuant to Section 287.135, Florida Statutes
- W-9 Request for Tax Identification and Certification

Name of Bidding Company

BY:

Signature

Name & Title, Typed or Printed

Mailing Address

Email Address

Sworn to and subscribed before me
This _____ day of
_____, 20____

Notary Public
State of _____
My Commission Expired: _____

City, State, Zip Code

(____) _____
Telephone Number

Attest: _____

SEAL

(if Corporation)

BIDDER'S NAME: _____

COMPANY NAME: _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Joint Venture)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20____, to the City of Aventura from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____

Secretary

(SEAL)

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Corporation)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of
the _____
a corporation existing under the laws of-the-State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

RESOLVED, that, as _____ of the Corporation, be and is hereby authorized to
execute the proposal dated, _____, 20____ to the City of Aventura from this
corporation and that his execution thereof, attested by the Secretary of the Corporation,
and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
corporation on this the _____ of _____

Secretary _____

(SEAL)

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20____, to the City of Aventura from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____

Secretary

(SEAL)

CITY OF AVENTURA
“NO BID or PROPOSAL” RESPONSE

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

CITY OF AVENTURA

We have declined to propose on **IFB #19-06-20-2**, for the following reasons:

- _____ We do not offer this service/product
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond/insurance requirements
- _____ Specifications unclear (please explain below)
- _____ Other (please specify below)

REMARKS _____

Typed Name and Title

Company Name

Address

Business Phone

Fax Number

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

**SCHEDULE OF VALUES
HOLIDAY LIGHT DISPLAY**

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, delivered, placed, and accepted by the City. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, delivered, placed, and accepted by the City. All light fixtures shall be LED and approved by City prior to installation.

ITEM #	DESCRIPTION	Unit price shall be delivered and in-place: includes installation and removal as per specifications.
1	GOVERNMENT CENTER	
	Frontal View – 30 feet Royal Palm Trees w/Warm White 5mm LED	\$_____ x 18 trees = \$ _____ TOTAL
	East of Building – Snowflakes 48"	\$_____ x 6 each = \$ _____ TOTAL
	West of Building – Snowflakes 36"	\$_____ x 6 each = \$ _____ TOTAL
2	FOUNDER PARKS	
	Founder Park – 20' Medjool Palm @West entrance to the Park	\$_____ x 2 trees = \$ _____ TOTAL
	Founder Park – 30' Medjool Palm @corner of Park sign	\$_____ x 3 trees = \$ _____ TOTAL
3	AVENTURA BLVD – East to West of Aventura Blvd & W. Country Club Drive	
	Center Median – 30' Medjool Palm w/aerial power cable	\$_____ x 23 trees = \$ _____ TOTAL
	Top 18" of Palm Tree wrap Blue LED 5mm	\$_____ x23 trees = \$ _____ TOTAL
4	AVENTURA BLVD & BISCAYNE BLVD City Monument Sign North & South	
	North - 30' Medjool Palm (Behind City Sign)	\$_____ x 8 trees = \$ _____ TOTAL

	North 35' Coconut Palm (Behind City Sign)	\$ _____ x 8 trees = \$ _____ TOTAL
	South -- 30' Medjool Palm (Behind City Sign)	\$ _____ x 8 trees = \$ _____ TOTAL
	South -- 35' Coconut Palm (Behind City Sign)	\$ _____ x 7 trees = \$ _____ TOTAL
BASE BID	<u>TOTAL BASE BID</u> <u>Total of Items 1 through 4 constitute the Base Bid</u>	\$ _____ BASE BID TOTAL

ADDITIONAL SCHEDULE OF VALUES

A	20' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
B	30' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
C	35' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
D	30' Royal Palm w/5 fronds and warm white 5mm LED Lights	
E	20' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
F	35' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
G	24" Snowflakes w/LED Cool White Lights	
H	36" Snowflakes w/LED Cool White Lights	
I	48" Snowflakes w/LED Warm White Lights	

CONTRACT EXTENSIONS: The City of Aventura hereby requests bids for a **two (2) year contract** for supplies and services. In addition, the City reserves the right to extend this contract for two additional one (1) year term, providing both parties agree, that all the terms, conditions and specifications except for the itemized and unit prices as contained in the Schedule of Values, which shall be negotiated in faith) remain the same and the extension is approved by the City Manager.

BIDDER OFFERING FIRM PRICES FOR THE INITIAL TWO YEAR CONTRACT PERIOD:

YES _____ NO _____

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THIS CONTRACT FOR A

TWO ADDITIONAL ONE YEAR TERM: YES _____ NO _____

Bidder Name and Title

Company Name

Address

Phone

Facsimile Number

Email Address

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

SITE VISIT CERTIFICATION

Contractor's certify that they have inspected site's location as per Bid Manual.

Contractor certify that they are familiar with the site location for Holiday Lights Display per Section 4 – page 34

Contractor further certify that agree to comply with all electrical, logistic and technical requirements to fulfill Holiday Light Display in this Bid Manual.

Contractor's further certify and acknowledge, through my signature below,

Name of Contractor: _____

Signature of Contractor: _____ Date: _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

PROPOSER'S QUALIFICATIONS

(Page 1 of 4)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Bid.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida? YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 2 of 4)

4. Number of employees? _____
5. Number of employees assigned to this project? _____
6. If Proposer is an individual, corporation or a partnership, answer the following:
 - a. Date of Organization _____
 - b. Name, address and ownership units of all partners:

 - c. State whether general or limited partnership: _____
 - d. State whether a corporation _____. Date and place of incorporation _____.

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

- _____

7. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
 8. How many years has your organization been in business under its present business name?

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

 9. Has your company ever failed to complete a bonded obligation or to complete a contract?
YES _____ NO _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 3 of 4)

- a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of contracting parties and disposition of matter:

- b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

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

- b. State the name of the individual(s) who will have personal supervision of the work, and what experience they have in supervising landscape maintenance:

11. List name and title of persons in your company who are authorized to enter into a contract with the City of Aventura, Florida for the proposed work should your company be the successful Proposer.

Name _____

Title _____

10. Describe your Company's experience in providing services to other agencies similar to the comprehensive service to be provided herein.

PROPOSER'S QUALIFICATIONS (continued)

(Page 4 of 4)

11. List the following information concerning all contracts in progress as of the date of submission of this Bid (in case of joint venture, list the information for all joint ventures.) If none, write "none".

Project Name	Owner	Total Contract Value	Contracted Date of Completion	Percentage of Completion (to date)

12. Has the Bidder or his/her representative inspected the public right-of-way and does the Bidder have a complete plan for its performance?
13. Will you sub-contract any part of this work? Is so, give details including a list of each Sub-Contractor that will perform work and the work that will be performed by each Sub-Contractor.

Classification of Work

Name and Address of Sub-contractor

Bidder Name and Title

Company Name

Address

Phone

AGENCY REFERENCES

BIDDER's shall submit as a part of their bid package, list of Agency, Address, Telephone & Fax Numbers, and Contact person at the Department of all Governmental Agencies for which your firm have provided landscape maintenance services within the past five years. (*Indicates required information)

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

AGENCY REFERENCES cont.

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

OTHER REFERENCES

BIDDER's shall submit as a part of their bid package, Agency, Address, Telephone & Fax Numbers, and Contact person at Department of all Non-Governmental entities for which your firm have provided Holiday Light Display Services within the past five years. (*Indicates required information)

Name: _____

Contact Name:_____

*Address:_____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name:_____

*Address:_____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

OTHER REFERENCES cont.

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

BID EXCEPTION FORM

(See Bid Form)

The Company wishes to take exception to the following items:

Page

Item

Costs

Bidder Name and Title

Company Name

Address

Phone

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of Aventura and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____	_____	_____
Proposer's Name	Signature	Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[Name of individual signing]

signature in the space provided above on this ____ day of _____, 20____.

NOTARY PUBLIC

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

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

1. This sworn statement is submitted to the **CITY OF AVENTURA, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of 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 misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 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 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this _____ day _____, 20____.

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

**SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135,
FLORIDA STATUTES**

The undersigned Proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

1. Proposer is not participating in a boycott of Israel;
2. Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
3. Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of

Identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF

BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Aventura ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Print Name

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally known _____

OR _____

Produced identification _____

Notary Public

Notary Public – State of _____

Type of identification

My Commission expires:

Printed, typed or stamped commissioned

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

DRUG-FREE WORKPLACE AFFIDAVIT (continued)

3) 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.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Aventura, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) 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 pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (continued)

ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION: Holiday Light Display, Bid # _____, in accordance with the Contract Documents,

The City has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bid and Instruction to Bidders.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten days from the date of this Notice, the City will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

Dated this _____ day of _____, 20 ____.

BY: _____

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD

is hereby acknowledged by _____

_____ day of _____, 20____

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT DESCRIPTION: HOLIDAY LIGHT DISPLAY Services, Bid # _____, in accordance with the Contract Documents,

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____.

City of Aventura

BY: _____
TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by _____
_____ day of _____, 20____

BY: _____
TITLE: _____

You are required to return an acknowledged copy of this Notice to Proceed to the City.

END OF SECTION

BID BOND

STATE OF FLORIDA)
)
 COUNTY OF MIAMI-DADE) SS:

KNOW ALL MEN BY THESE PRESENTS, that we, _____
 _____, as Principal, and _____
 _____, as Surety, are held and firmly bound unto the City of
 Aventura, a municipal corporation of the State of Florida in the penal sum of _____
 Dollars (\$_____), lawful money of the United States, for the payment of
 which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
 successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
 Principal has submitted the accompanying Bid, dated _____, 2019

For: **HOLIDAY LIGHT DISPLAY**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the principal shall properly execute and deliver to said
 City the appropriate contract documents (Contract for Services, Performance Bond,
 Insurance, etc.), and shall in all respects fulfill all terms and
 conditions attributable to the acceptance of said Bid,

then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly
 understood and agreed that the liability of the Surety for any and all claims hereunder shall in no
 event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond
 shall be in no way impaired or affected by any extension of time within which said CITY may
 accept such BID; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their
 several seals this _____ day of _____, 2019, the name and the
 corporate party being hereto affixed and these presents being duly signed by its undersigned
 representative.

IN PRESENCE OF:

(SEAL)
Corporation, Individual or Partnership Principal

By: _____
(Contractor)

ATTEST:

Secretary (If Corporation)

(Business Address)

(City/State/Zip)

(Business Phone)

By: _____
(Surety)

By: _____ (SEAL)
(Attorney-in-Fact)

By: _____
(Registered Florida Agent for Surety)

IMPORTANT Surety companies executing bond must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

PERFORMANCE BOND FOR HOLIDAY LIGHT DISPLAY CONTRACT

KNOWING ALL MEN BY THESE PRESENTS, that _____,
As Principal, and _____, as Surety, are held and firmly bound
unto City of Aventura, Florida (herein “the Obligee”) in the penal sum of
_____ (\$_____) dollars lawful money of the United
States of America for the payment of which sum of money, the principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally
and firmly by these presents:

WHEREAS, the principal has contracted with the Obligee to provide
_____, pursuant to contract of _____, 2019, (the
“Contractor”);

WHEREAS, pursuant to the Contract, the Principal is required to provide to Obligee a
guarantee for the full and faithful performance by Principal of the Obligations imposed by this
contract.

NOW, THEREFORE, the conditions of this Bond are such, that if the above bounded
Principal shall in all respects comply with the terms and conditions of the Contract and
principal’s obligations thereunder, and shall indemnify and save harmless the said Obligee
against or from all costs, expense, damage, injury, or loss to which the said Obligee may be
subjected by reason of any wrongdoing, misconduct, want or care of skill, negligence or default
on the part of said Principal, its agents or employees, in the performance of the Contract, then
this Bond shall be void, otherwise to remain in full force in effect.

This Bond shall remain in full force and effect for a period commencing upon the
effective date of the Contract and ending one (1) year after termination or expiration of the
Contract. All suits at law or in equity to recover on this Bond must be instituted within twelve
(12) months after the expiration of the Bond as referred to hereinabove.

IN WITNESS WHEREOF, the said _____,
As Principal herein has caused these presents to be signed in its name by _____
_____, it’s President or Vice President and attested by
_____, its Secretary or Assistant Secretary under its
Corporate Seal, and the said _____, as
Surety herein has caused these presents to be signed in its name by _____
_____, its Attorney-in-Fact, and its Corporate Seal duly
attached by _____, it’s Attorney-in-Fact,
hereunto affixed this day of _____, in the year 2019.

ATTEST

CONTRACTOR

BY: _____

_____ BY: _____

TITLE

(SEAL)

ATTEST:

BY: _____

TITLE

BY: _____
SURETY

(SEAL)

ATTORNEY-IN-FACT

BY _____
Registered Florida
Agent for Surety

Approved as to form and sufficiency
By City Attorney on behalf of the
Obligee City this _____ day of
_____, 2019.

BY: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney, by
David M. Wolpin, Esq.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-			-	

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. The IRS has created a page on IRS.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

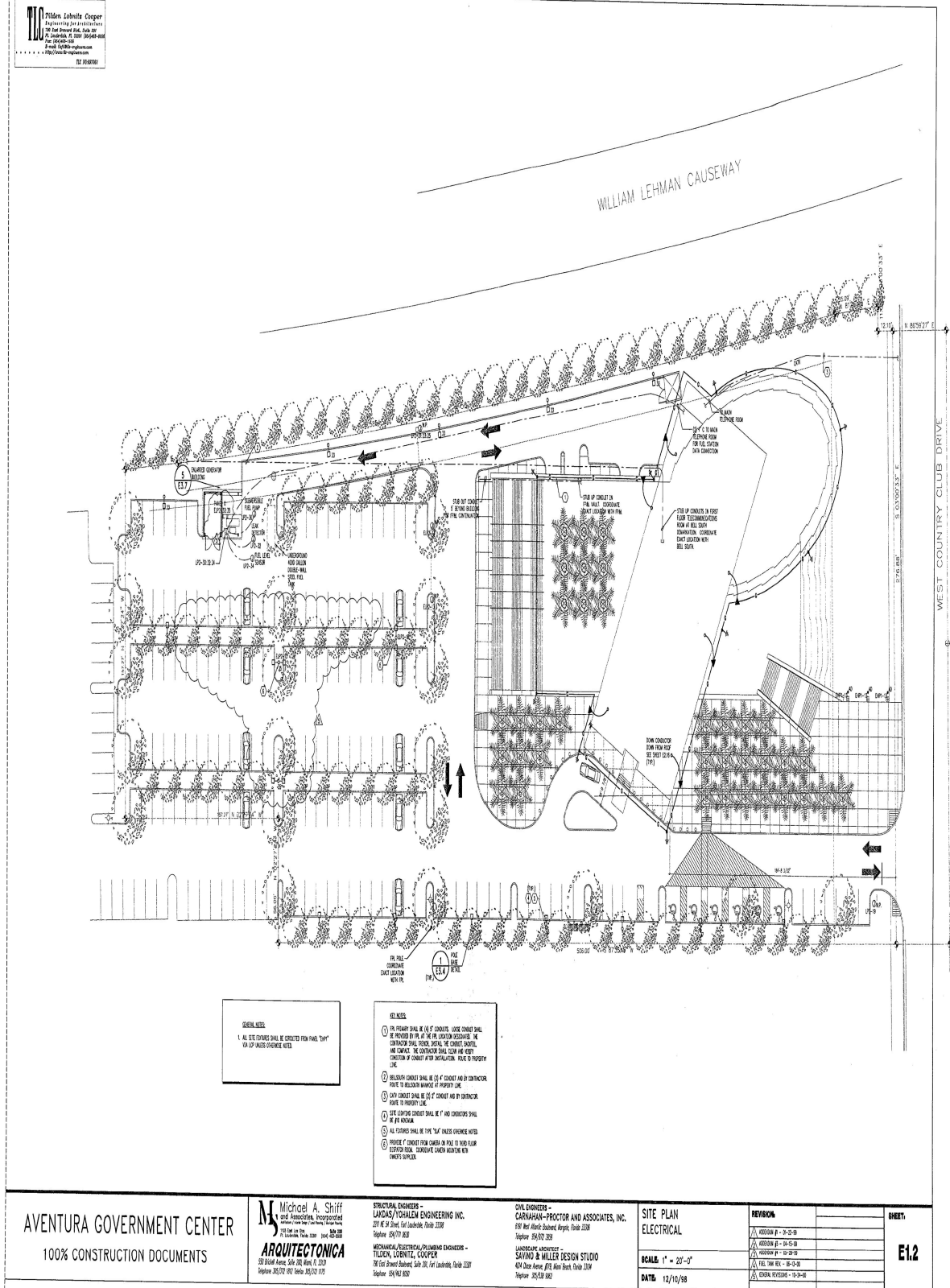
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.





Christmas Designers

Est. 1979

July 18, 2022

Reference: Contract #2019-36
Bid # 19-06-20-2

*Approved: [Signature]
7/19/22*

Dear Alan,

This letter represents Christmas Designers willingness to move forward with two (2) additional one-year periods at the same terms, conditions, and prices in existing Contract #2019-36.

Christmas Designers is in full agreement with the terms stated in **SEC. 1.2: AGREEMENT PERIOD:**
"The initial contract shall be for a period of two (2) years with an opportunity for the City to extend the contract for two (2) additional one-year periods at the same terms, conditions and prices upon mutual agreement of both parties."

Christmas Designers will honor all terms, conditions, specifications, and pricing stated in Bid No.19-06-20-2, City of Aventura Holiday Lighting Display and Contract #2019-36.

Respectfully,

Joe Campbell
Joe Campbell

www.ChristmasDesigners-FL.com

3124 NW 16th Terrace, Pompano Beach FL 33064 p:(954) 973-4225 f:(954) 973-0914

on Nov 14

Jan 9 2023 copy



HOLIDAY PROGRAM 2022-2023

CITY OF DANIA BEACH

ADDRESS: 1201 Stirling Road, Dania Beach FL 33004

June 21, 2022

City of Dania Beach
Fernando J. Rodriguez
1201 Stirling Road, Dania Beach, FL 33004
Phone: 954-924-6808 ext. 3740
Fax: 954-923-1109
Email: frdriguez@daniabeachfl.gov

Dear Fernando:

Please find enclosed Christmas Designers Florida proposal for the holiday program at
City of Dania Beach's 2022-2023 Holiday Seasons.

Contents

PROPOSAL.....	3
GENERAL TERMS.....	14
COST RECAP	15
ELECTRICAL SPECIFICATIONS	16

Should you have any questions after you review the enclosed, please contact us at (800) 432-5139.

If everything meets with your approval, please sign the Cost Recap sheet and e-mail or fax this back to us.
A 50% deposit invoice will be generated and once receiving payment, City of Dania Beach will be added
to our installation schedule.

We look forward to being of service to you this upcoming Holiday Season.

Sincerely,

Joe Campbell

Joe Campbell

Together with the team of elves at Christmas Designers Florida
www.ChristmasDesigners-FL.com

a:3124 NW 16th Terrace, Pompano Beach FL 33064 p:(954) 973-4225 f:(954) 301-5770

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0400-221-1BG3 BR06 JC/SK/JT 7.21.2022

HOLIDAY PROGRAM 2022-2023



CITY OF DANIA BEACH

www.ChristmasDesigners-FL.com

a: 3124 NW 16th Terrace, Pompano Beach FL 33064 p: (954) 973-4225 f: (954) 301-5770

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Dania Beach, City of Proposal

Christmas Designers Florida

Pompano Beach, FL

Page 2 of 16

LEGEND

Explanation of symbols
on General Terms page

PROPOSAL

CITY OF DANIA BEACH

Holiday Program 2022-2023

AREA 1 – FEDERAL HIGHWAY

Total 21.29 Amps

For each of the fifty-one (51) FDOT Light Poles, located on Federal Highway going South from Old Griffin Road to Sheridan Street, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

408	Commercial-grade LED light sets Pure White	\$ 13,056.00
102	Commercial-grade LED light sets Blue	\$ 3,264.00
	Equipment Charge	\$ 765.00

For each of the eighteen (18) FDOT Light Poles, additional with power to be added, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

144	Commercial-grade LED light sets Pure White	\$ 4,608.00
36	Commercial-grade LED light sets Blue	\$ 1,152.00
	Equipment Charge	\$ 270.00

TOTAL AREA 1	\$ 23,115.00
---------------------	---------------------

AREA 2 – DANIA BEACH BLVD

Total 5.01 Amps

For each of the twelve (12) Light Poles, of total twenty-five, located on Dania Beach Boulevard from US1 going East to the last building, Motel 6, on the North Side, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

96	Commercial-grade LED light sets Pure White	\$ 3,072.00
24	Commercial-grade LED light sets Blue	\$ 768.00
	Equipment Charge	\$ 180.00

TOTAL AREA 2	\$ 4,020.00
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Dania Beach, City of Proposal

Christmas Designers Florida

Pompano Beach, FL

AREA 3 – GRIFFIN RD

Total 31.55 Amps

For each of twenty-five (25) Light Poles, of total sixty-seven, located from Griffin Road West of I95 to State Road 7, we will wrap up the pole with twelve (12) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

300	Commercial-grade LED light sets Pure White	\$ 9,600.00
50	Commercial-grade LED light sets Blue	\$ 1,600.00
	Equipment Charge	\$ 875.00

For twenty-nine (29) Light Poles, located from Griffin Road and Federal Highway to I95, we will wrap up the pole with twelve (12) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

348	Commercial-grade LED light sets Pure White	\$ 11,136.00
58	Commercial-grade LED light sets Blue	\$ 1,856.00
	Equipment Charge	\$ 1,015.00

For forty-four (44) Light Poles, additional with power to be added, we will wrap up the pole with twelve (12) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

528	Commercial-grade LED light sets Pure White	\$ 16,896.00
88	Commercial-grade LED light sets Blue	\$ 2,816.00
	Equipment Charge	\$ 1,540.00

TOTAL AREA 3 **\$ 47,334.00**

AREA 4 – STIRLING RD

Total 7.93 Amps

For twenty-five (25) Light Poles, of total thirty-eight, located on Stirling Road East and Federal Highway/US1 going West to North Park Road, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

152	Commercial-grade LED light sets Pure White	\$ 4,864.00
38	Commercial-grade LED light sets Blue	\$ 1,216.00
	Equipment Charge	\$ 285.00

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Dania Beach, City of Proposal

Christmas Designers Florida

Pompano Beach, FL

For six (6) Light Poles, additional with power to be added, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

152	Commercial-grade LED light sets Pure White	\$ 1,536.00
38	Commercial-grade LED light sets Blue	\$ 384.00
	Equipment Charge	\$ 90.00

TOTAL AREA 4 **\$ 6,365.00**

AREA 5 – SHERIDAN

Total 7.93 Amps

For nineteen (19) Light Poles, located on Sheridan, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

152	Commercial-grade LED light sets Pure White	\$ 4,864.00
38	Commercial-grade LED light sets Blue	\$ 1,216.00
	Equipment Charge	\$ 285.00

TOTAL AREA 5 **\$ 6,365.00**

AREA 6 – WEST DANIA BEACH BLVD

Total 5.43 Amps

For thirteen (13) Light Poles, located West Dania Beach Blvd., we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Blue** Commercial-grade LED light sets.

104	Commercial-grade LED light sets Pure White	\$ 3,328.00
26	Commercial-grade LED light sets Blue	\$ 832.00
	Equipment Charge	\$ 195.00

TOTAL AREA 6 **\$ 4,355.00**

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AREA 7 – US1 & GRIFFIN RD

Total 10.98 Amps



For each of the six (6) Foxtail Palms, we will wrap up the trunks with eight (8) **Blue** Commercial connect LED 70 light 4" spacing light sets and light up the fronds with six (6) **Pink** LED Frond Sets.

48	LED 70 light 4" spacing light sets CC Blue	\$ 1,536.00
36	LED Frond Sets Pink	\$ 1,008.00
	Equipment charge	\$ 360.00

For each of the nine (9) Bottle Palms, we will wrap up the trunks with six (6) **Yellow** Commercial connect LED 70 light 4" spacing light sets.

54	LED 70 light 4" spacing light sets CC Yellow	\$ 1,728.00
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For each of the five (5) Medjool Palms, we will wrap up the trunks with ten (10) **Blue** Commercial connect LED 70 light 4" spacing light sets and light up the fronds with fifteen (15) **Pink** LED Frond Sets.

50	LED 70 light 4" spacing light sets CC Blue	\$ 1,600.00
75	LED Frond Sets Pink	\$ 2,100.00
	Equipment Charge	\$ 750.00

TOTAL AREA 7	\$ 9,082.00
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Total 74.84 Amps



1	28' Tree LED C7 decorated in COTH w/4' 3D Snowburst Topper	\$ 18,160.00
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1	8'H x 6'W LED Silhouette Kinara	\$	500.00
1	8'H x 5'W LED Silhouette Menorah	\$	500.00



For each of the eight (8) Medjool Palms, located in the Main Entrance, we will wrap up the trunks with ten (10) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a 12" Color Band using two (2) **Red** Commercial connect LED 70 light 4" spacing light sets.

80	LED 70 light 4" spacing light sets CC Warm White	\$ 2,560.00
16	LED 70 light 4" spacing light sets CC Red	\$ 512.00
	Equipment Charge	\$ 400.00

For each of the twelve (12) Light Poles, located around the Entrance roundabout, we will install one (1) 18' x 14" LED lit Garland decorated in Colors of the Holiday with an 18" Red Velvet with Gold Trim Bow on top.

12	18' x 14" LED Garland, COTH w/18" Red Velvet Bow	\$ 3,960.00
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For the one (1) Clocktower, located in the middle of the entrance roundabout, we will install one (1) 18' x 14" LED lit Garland decorated in Colors of the Holiday with two 18" Red Velvet with Gold Trim Bows on top.

1	18' x 14" LED Garland, COTH w/2-18" Red Velvet Bows	\$ 370.00
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For the Main Wall, located as you enter the building entrance, we will install one (1) 60" LED lit Wreath decorated in Colors of the Holiday with a 24" Red Velvet with Gold Trim Bow.

1	60" LED Wreath, decorated in COTH w/24" Red Velvet Bow	\$	260.00
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TOTAL AREA 8		\$	27,222.00
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AREA 9 – PARKS

Total 9.74 Amps



For the CW Thomas Park Entrance, we will outline the front lower fascia including the peak with a total 100' of C7 12" spacing green cord light line with Warm White LED bulbs.

100' C7 12" spacing green cord w/Warm White LED bulbs	\$ 600.00
---	-----------



For the PJ Meli Park Entrance, we will outline the front of the building with a total 80' of C7 12" spacing green cord light line with Warm White LED bulbs.

80' C7 12" spacing green cord w/Warm White LED bulbs	\$ 480.00
--	-----------

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0400-221-1BG3 BR06 JC/SK/JT 7.21.2022

Christmas Designers Florida

Dania Beach, City of Proposal

Pompano Beach, FL



For the Frost Park Entrance, we will outline the front lower fascia including the peak with a total 100' of C7 12" spacing green cord light line with Warm White LED bulbs.

100' C7 12" spacing green cord w/Warm White LED bulbs \$ 600.00

TOTAL AREA 9 \$ 1,680.00

AREA 10 – PIER

Total 71.48 Amps



For the Pier Entrance, we will outline the Arch with a total 25' C7 6" **spacing** green cord light line with Warm White LED bulbs.

25' C7 6" **spacing** green cord light line with Warm White LED bulbs \$ 175.00

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Dania Beach, City of Proposal

Christmas Designers Florida

Pompano Beach, FL



We will install 1015' of C7 12" spacing white cord light line with Pure White LED bulbs and 1015' pf C7 12" spacing white cord light line with Blue LED bulbs. The light line will be swaged and installed in double layer.

1015' C7 12" spacing white cord light line with Pure White LED bulbs	\$ 6,090.00
1015' C7 12" spacing white cord light line with Blue LED bulbs	\$ 6,090.00

TOTAL AREA 10	\$ 12,355.00
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AREA 11 – I.T. PARKER FACADE

Total 9.22 Amps



We will outline the front fascia of the building with 265' of C7 12" spacing green cord light line with Warm White LED bulbs.

265' C7 12" spacing green cord light line w/Warm White LED bulbs	\$ 1,590.00
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TOTAL AREA 11	\$ 1,590.00
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AREA 12A – VISUAL DISPLAY LEASE-PURCHASE 2022-2024

Due to Displays below being Custom-made with the City's Logo and colors the options are purchase or lease-purchase, please let us know if a quote for the latter is desired.

Quantities are recommendations and can be adjusted.

Total Unknown Amps



Picture is an example, tree lighting not included in the proposal.

We will install a total of two (2) 12'H x 10'W 3D LED Dania Beach Display along Griffin Road and I95, one on the East side and one on the West.

We will install a total of two (2) 7'H x 3'W 3D LED Dania Beach Logo "D"

3YR LEASE-PURCHASE

2	12'H x 10'W 3D LED Dania Beach Display	\$ 21,740.00
2	7'H x 3'W 3D LED Dania Beach Logo "D"	\$ 5,960.00

TOTAL AREA 12A – LEASE-PURCHASE 2022-2024 **\$ 27,700.00**

AREA 12B – VISUAL DISPLAY

2	12'H x 10'W 3D LED Dania Beach Display	
	Installation, Removal & Preparation for Storage	\$ 9,800.00
	Storage, Insurance & Handling 2023	\$ 6,380.00
2	7'H x 3'W 3D LED Dania Beach Logo "D"	
	Installation, Removal & Preparation for Storage	\$ 2,400.00
	Storage, Insurance & Handling 2023	\$ 1,760.00

TOTAL AREA 12B **\$ 20,340.00**

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GENERAL TERMS

CITY OF DANIA BEACH

Holiday Program 2022-2023

- ▶ No power cords will be run on the ground where there is pedestrian access, Customer is responsible for providing outlets within twenty-five (25') of areas to be lit.
- ▶ All tree trimming to be completed by the 1st week in September and hedges by November 1st. *If not completed at time of installation, additional charge may incur.*
- ▶ If your proposal includes an exterior artificial Tree, Christmas Designers Florida always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.
- ① Lighting installation may begin the 2nd week of September with other jobs in the area.
- ① All visual decorations will be installed when lighting is turned on or no later than December 1st of each season under contract unless other arrangements have been made.
- ① All lighting will be serviced throughout the season from “turn on” through December 31st.
- ① All lighting will be disconnected the 1st week of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- ① Removal of holiday lighting will begin the 1st week of January and be completed by the 2nd week of February.
- ① All visual decorations will be removed no later than January 15th of each season.

LEGEND

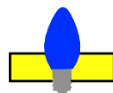
Explanation of symbols



= Lighting



= Greenery



= Perimeter



= Visual Décor



= Tree



= Pole Décor



= Arrow, together with one of the symbols above, are used to point out a described location not shown on picture

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Christmas Designers Florida

COST RECAP

CITY OF DANIA BEACH - Holiday Program 2022-2023

Area 1 – Federal Highway	\$ 23,115.00
Area 2 – Dania Beach Blvd	\$ 4,020.00
Area 3 – Griffin Rd	\$ 47,334.00
Area 4 – Stirling Rd	\$ 8,375.00
Area 5 – Sheridan	\$ 6,365.00
Area 6 – West Dania Beach Blvd	\$ 4,355.00
Area 7 – US1 & Griffin Rd	\$ 9,082.00
Area 8 – City Hall/City Center	\$ 27,222.00
Area 9 – Parks	\$ 1,680.00
Area 10 – Pier	\$ 12,355.00
Area 11 – I.T. Parker Facade	\$ 1,590.00
Area 12A – Visual Displays Lease-Purchase 2022-2024	\$ 27,700.00
Area 12B – Visual Displays	\$ 20,340.00
Service of Lights – Light up through December 31 st per season	NO CHARGE
2022 Transportation/Fuel Surcharge**	\$ 800.00
TOTAL CITY OF DANIA BEACH PER SEASON	\$ 194,333.00

LEASE-PURCHASE TERM: Contract Term is three (3) season commencing August 15, 2022 to December 31, 2024.

LEASE TERM: Contract Term is two (2) season commencing August 15, 2022 to December 31, 2023.

Revisions requested during this Term may incur an administration fee. *Labor and equipment may be subject to inflation.

** Transportation/Fuel Surcharge is due on current gas price surge and insufficient truck availability causing rental increases.

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract.

Balances over 30 days will incur a 1.5% finance charge per month.

Use of Payment Services will incur related surcharges. Use of any Credit Card will incur 3.5% surcharge.

Sales Tax is calculated to the best of proposer's knowledge. Accurate Sales Tax and County Tax will be applied on Final Invoice, unless a Tax-Exempt Certificate is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance.

Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Once this Agreement is signed by both parties it becomes a contract.

This proposal may be withdrawn if not accepted within 30 days.

To lock in current pricing, please ask for a multi-year proposal.

CUSTOMER:

By signing this agreement customer is acknowledging receipt of

[General Terms](#)

[Customer Awareness Information Sheet](#)

[Electrical Specifications – GFCI Responsibility](#)

Requested Light-Up Date*

* CDI will work to accommodate Requested Light-Up Date; it is however not guaranteed. Installation schedule will need to be determined by CDI in order to reach the date, and deposit invoiced must be paid in full.

Authorized Signature

Printed Name - Title

Date

BILLING INFORMATION/E-MAIL:

CHRISTMAS DESIGNERS FLORIDA:

Authorized Signature

Printed Name - Title

Date

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0400-221-1BG3 BR06 JC/SK/JT 7.21.2022

Dania Beach, City of Proposal

Christmas Designers Florida

Pompano Beach, FL

ELECTRICAL SPECIFICATIONS

CITY OF DANIA BEACH Holiday Program 2022-2023

- ① 110-120 Constant voltage under load **REQUIRED**.
- ① All Amperage quoted at actual draw.
- ① **CUSTOMER** is responsible for providing 115 VAC power outlets within **twenty-five (25')** of lighting area and/or lighted décor.
- ① Reasonable hardware and power cords up to twenty-five (25') are **included**.
- ① Christmas Designers Florida is **NOT RESPONSIBLE** for outages due to ground fault interrupters (GFCI) or INSUFFICIENT ELECTRICAL REQUIREMENTS.

AREA 1 – FEDERAL HIGHWAY

TOTAL AMPS AREA 1 28.89 amps

AREA 2 – DANIA BEACH BLVD

TOTAL AMPS AREA 2 5.01 amps

AREA 3 – GRIFFIN RD

TOTAL AMPS AREA 3 57.27 amps

AREA 4 – STIRLING RD

TOTAL AMPS AREA 4 10.43 amps

AREA 5 – SHERIDAN

TOTAL AMPS AREA 5 7.93 amps

AREA 6 – WEST DANIA BEACH BLVD

TOTAL AMPS AREA 6 5.43 amps

AREA 7 – US1 & GRIFFIN RD

TOTAL AMPS AREA 7 10.98 amps

AREA 8 – CITY HALL/CITY CENTER

TOTAL AMPS AREA 8 74.84 amps

AREA 9 – PARKS

TOTAL AMPS AREA 9 9.74 amps

AREA 10 – PIER

TOTAL AMPS AREA 10 71.48 amps

AREA 11 – I.T. PARKER FACADE

TOTAL AMPS AREA 11 9.22 amps

AREA 12 – VISUAL DISPLAYS LEASE-PURCHASE 2022-2024

TOTAL AMPS AREA 12 Amps Unknown

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Christmas Designers

Est. 1979

July 18, 2022

Reference: Contract #2019-36
Bid # 19-06-20-2

Approved: [Signature] 7/19/22

Dear Alan,

This letter represents Christmas Designers willingness to move forward with two (2) additional one-year periods at the same terms, conditions, and prices in existing Contract #2019-36.

Christmas Designers is in full agreement with the terms stated in **SEC. 1.2: AGREEMENT PERIOD:**
"The initial contract shall be for a period of two (2) years with an opportunity for the City to extend the contract for two (2) additional one-year periods at the same terms, conditions and prices upon mutual agreement of both parties."

Christmas Designers will honor all terms, conditions, specifications, and pricing stated in Bid No.19-06-20-2, City of Aventura Holiday Lighting Display and Contract #2019-36.

Respectfully,

Joe Campbell
Joe Campbell

www.ChristmasDesigners-FL.com

3124 NW 16th Terrace, Pompano Beach FL 33064 p:(954) 973-4225 f:(954) 973-0914

on Nov 14

Jan 9 2023 copy

RESOLUTION NO. 2019-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 19-06-20-2, CITY OF AVENTURA HOLIDAY LIGHTING DISPLAY FOR OUTSIDE LIGHTING DISPLAYS TO FLORIDA CDI, LLC / CHRISTMAS DESIGNERS FOR THE INDIVIDUAL BID PRICE AS CONTAINED IN EXHIBIT "A" ATTACHED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED CONTRACT; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted bids for BID NO. 19-06-20-2 CITY OF AVENTURA HOLIDAY LIGHT DISPLAY; and

WHEREAS, sealed bids have been submitted to and received by the City pursuant to the City's Invitation to Bid/Notice to Bidders, specifications, proposals and requirements for the project/work as cited above; and

WHEREAS, staff has determined that Florida CDI, LLC / Christmas Designers has submitted the lowest responsible and responsive bid for said project/work; and

WHEREAS, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said bid/contract to said lowest responsible and responsive bidder.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA THAT:

Section 1. The bid/contract for BID NO. 19-06-20-2, CITY OF AVENTURA HOLIDAY LIGHTING DISPLAY is hereby awarded to Florida CDI, LLC / Christmas Designers at the bid price as contained in the attached bid documents.

Section 2. The City Manager is hereby authorized to execute, on behalf of the

City, a contract by and between the party embodying the terms, conditions, and specifications as set forth in the subject Invitation to Bid/Notice to Bidders, bid specifications, bid proposal and bid requirements, or if a City prepared contract was part of said bid proposal, said parties shall execute said prepared contract on behalf of the City.

Section 3. The City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this bid/contract.

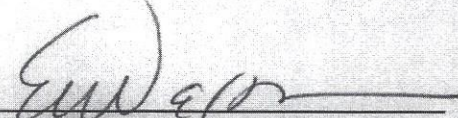
Section 4. The funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from Budget Line Item Numbers 001-9001-580.46-20 and 120-5401-541.34-50.

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

The foregoing Resolution was offered by Commissioner Weinberg, who moved its adoption. The motion was seconded by Commissioner Shelley and, upon being put to a vote, the vote was as follows:

Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Gladys Mezrahi	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Commissioner Robert Shelley	<u>Yes</u>
Commissioner Howard Weinberg	<u>Yes</u>
Vice Mayor Denise Landman	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

PASSED AND ADOPTED this 9th day of July, 2019.

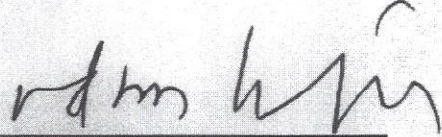

ENID WEISMAN, MAYOR



ATTEST:


ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

**CITY OF AVENTURA
BID TABULATION
HOLIDAY LIGHT DISPLAY**

BID # 19-06-20-2

Bid opening after 2:00 pm on Thursday, June 20, 2019

DESCRIPTION			Florida CDI, LLC / Christmas Designers		Miami Christmas Lights		All Seasons Imports Inc. dba The Christmas Palace	
1.	GOVERNMENT CENTER							
	Frontal View – 30 feet Royal Palm Trees w/Warm White 5mm LED	\$ __ X 18 Trees	\$565.00	\$10,170.00	\$475.00	\$8,550.00	\$700.00	\$12,600.00
	East of Building – Snowflakes 48"	\$ __ X 6 Trees	\$465.00	\$ 2,790.00	\$115.00	\$ 690.00	\$310.00	\$ 1,860.00
	East of Building – Snowflakes 36"	\$ __ X 6 Trees	\$365.00	\$ 2,190.00	\$ 70.00	\$ 420.00	\$310.00	\$ 1,860.00
2.	FOUNDER PARKS							
	Founders Park – 20' Medjool Palm – W. Entrance to Park	\$ __ X 2 Trees	\$1,180.00	\$ 2,360.00	\$650.00	\$1,300.00	\$925.00	\$1,850.00
	Founder Park – 30' Medjool Palm @corner of Park sign	\$ __ X 3 Trees	\$1,240.00	\$3,720.00	\$725.00	\$2,175.00	\$1,100.00	\$3,300.00
3.	AVENTURA BLVD – East to West of Aventura Blvd & W. Country Club Dr.							
	Center Median – 30' Medjool Palm w/aerial power cable	\$ __ X 23 Trees	\$552.00	\$12,696.00	\$650.00	\$14,950.00*	\$650.00	\$14,950.00
	Top 18" of Palm Tree wrap Blue LED 5mm	\$ __ X 23 Trees	\$ 76.00	\$ 1,748.00	\$725.00	\$16,675.00*	\$ 40.00	\$ 920.00
4.	AVENTURA BLVD & BISCAYNE BLVD City Mount Sign North & South							
	North - 30' Medjool Palm (Behind City Sign)	\$ __ X 8 Trees	\$612.00	\$4,896.00	\$415.00	\$9,545.00	\$650.00	\$5,600.00
	North 35' Coconut Palm (Behind City Sign)	\$ __ X 8 Trees	\$400.00	\$3,200.00	\$425.00	\$3,400.00	\$700.00	\$5,600.00
	South -- 30' Medjool Palm (Behind City Sign)	\$ __ X 8 Trees	\$612.00	\$4,896.00	\$400.00	\$3,200.00	\$650.00	\$5,200.00

South -- 35' Coconut Palm (Behind City Sign)	\$__ X 7 Trees	\$400.00	\$2,800.00	\$450.00	\$3,150.00	\$700.00	\$4,900.00
TOTAL BASE BID PRICE							
Total of Item 1 Through 4 constitute the Base Bid		\$51,466.00		\$57,830.00*		\$62,450.50	

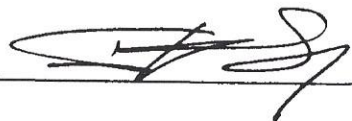
ADDITIONAL SCHEDULE OF VALUES

DESCRIPTION			Florida CDI, LLC / Christmas Designers	Miami Christmas Lights	All Seasons Imports Inc. dba The Christmas Palace
A	20' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$552.00	\$450.00	\$965.00
B	30' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$628.00	\$650.00	\$740.00
C	35' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$704.00	\$750.00	\$740.00
D	30' Royal Palm w/5 fronds and warm white 5mm LED Lights	Each	\$565.00	\$650.00	\$700.00
E	20' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$324.00	\$450.00	\$450.00
F	35' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$392.00	\$550.00	\$740.00
G	24" Snowflakes w/LED Cool White Lights	Each	\$265.00	\$ 65.00	\$ 80.00
H	36" Snowflakes w/LED Cool White Lights	Each	\$365.00	\$70.00	\$160.00
I	48" Snowflakes w/LED Warm White Lights	Each	\$465.00	\$115.00	\$310.00

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Notes: Miami Christmas Light base bid price change from \$35,890.00 to \$57,830.00 due to an error for Item #3 unit cost with extended price.

Purchasing Agent:



Dated

6/28/19

CITY OF AVENTURA
INVITATION FOR BID
Holiday Light Display
BID # 19-06-20-2



ISSUE DATE:
Thursday, May 29 2019

SUBMITTAL DATE:
Thursday, June 20, 2019

Aventura Government Center
19200 West Country Club Drive
Aventura, Florida 33180

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
FORMAL INVITATION FOR BIDS	7
GENERAL INFORMATION	8
DEFINITIONS	9
SECTION 1 INSTRUCTION TO BIDDERS	13
SEC.1.1 SERVICES REQUESTED	13
SEC.1.2 AGREEMENT PERIOD	13
SEC.1.3 NECESSARY LICENSING	13
SEC.1.4 EVALUATION OF BIDS	13
SEC.1.5 MINIMUM QUALIFICATIONS	13
SEC.1.6 INSTRUCTIONS TO SUBMIT BIDS	13
SEC.1.7 BID REQUIREMENTS	14
SEC.1.8 TIMETABLE FOR REVIEW AND SELECTION	15
SECTION 2 GENERAL CONDITIONS	16
2.1 PURPOSE OF BID	16
2.2 SUBMISSION OF BIDS	16
2.3 GUARANTIES	16
2.4 DELIVERY	17
2.5 MISTAKES	17
2.6 BRAND NAMES	17
2.7 MATERIAL	17
2.8 PRICING	17

TABLE OF CONTENTS (CONTINUED)

CONTENTS	PAGE #
2.9 TAXES	17
2.10 SAFETY STANDARDS	17
2.11 PAYMENTS	18
2.12 LIABILITY, INSURANCE, LICENSES AND PERMITS	18
2.13 COUNTY LICENSE	18
2.14 COMPLIANCE WITH LAW	18
2.15 ASSIGNMENT	18
2.16 AWARDS OF BIDS	18
2.17 EVALUATION OF BIDS	19
2.18 IDENTICAL (TIE BIDS)	19
2.19 PREFERENCE TO LOCAL BUSINESS	19
2.20 HOLD HARMLESS	19
2.21 CANCELLATION	19
2.22 DISPUTES	19
2.23 NONCONFORMANCE TO CONTRACT	19
2.24 DEFAULT PROVISIONS	20
2.25 IDEMNIFICATION	20
2.26 SECONDARY/OTHER VENDORS	20
2.27 BID PROTEST PROCEDURE	20
2.28 CITY'S RIGHTS RESERVED	20
2.29 CONE OF SILENCE	20
2.30 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS	22

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
2.31 PUBLIC ENTITY CRIME/DISQUALIFICATION	25
2.32 CONFLICTS OF INTEREST	25
2.33 OTHER GOVERNMENTAL AGENCIES	25
2.34 PUBLIC RECORDS LAW	25
2.35 SCRUTINIZED COMPANIES	27
SECTION 3 SPECIAL CONDITIONS	28
3.1 SCOPE OF SERVICES	28
3.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL	28
3.3 SCOPE OF WORK	28
3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT	28
3.5 STRIKES AND LOCKOUTS	28
3.6 NO CONTINGENT FEE	29
3.7 ATTORNEY'S FEES	29
3.8 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING	29
3.9 BASIS OF AWARD	30
3.10 BONDS	30
3.11 BID SECURITY FORFEITED, LIQUIDATED DAMAGES	30
3.12 CONTRACT CONTINUITY	30
3.13 COMPLAINTS OR DISPUTES	30
3.14 LICENSING	30
3.15 INSURANCE	31
3.16 CONTRACTOR'S RELATION TO THE CITY	32

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
3.17 DISCRIMINATORY PRACTICES	32
3.18 OTHER COMPLIANCE	32
3.19 SUB-CONTRACTORS	32
3.20 CONFIDENTIALITY	32
3.21 MODIFICATION OR WITHDRAWAL OF A PROPOSAL	32
3.22 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	33
3.23 TERMINATION OF CONTRACT	33
SECTION 4 TECHNICAL SPECIFICATIONS	34
BID FORM	39
RESPONDENT’S CERTIFICATION	41
NO BID OR PROPOSAL RESPONSE	44
SCHEDULE OF VALUES	45
SITE VISIT CERTIFICATION	48
PROPOSER’S QUALIFICATIONS FORM	49
AGENCY REFERENCES	53
OTHER REFERENCES	55
BID EXCEPTION FORM	57
INDEMNIFICATION CLAUSE	58
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	59
SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES	61
BUSINESS ENTITY AFFIDAVIT	62
DRUG-FREE WORKPLACE AFFIDAVIT	64
TABLE OF CONTENTS (CONTINUED)	
ANTI-KICKBACK AFFIDAVIT	66

NON-COLLUSIVE AFFIDAVIT	67
APPENDIX 1 NOTICE OF AWARD	70
APPENDIX 2 NOTICE TO PROCEED	71
APPENDIX 3 BID BOND	72
APPENDIX 4 PERFORMANCE BOND	74
FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	76

**CITY OF AVENTURA INVITATION FOR BID
HOLIDAY LIGHT DISPLAY
BID # 19-06-20-2**

The City of Aventura is seeking a qualified contractor to provide **HOLIDAY LIGHT DISPLAY** services within the City of Aventura. Sealed bids will be received at the Office of the City Manager, City of Aventura, FL 33180 until 2:00 P.M. (EST), on Thursday, June 20, 2019.

The Work involved with the Project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for **HOLIDAY LIGHT DISPLAY** for this bid.

The Invitation for Bids will be received and opened at:

**Office of the City Manager
City of Aventura
Government Center
19200 West Country Club Drive
Aventura, FL 33180**

Submittals must be received at the above address no later than 2:00 P.M. (EST), on Thursday, June 20, 2019 and clearly marked on the outside of envelope "HOLIDAY LIGHT DISPLAY: BID # 19-06-20-2." Late submittals will not be accepted and shall be returned unopened.

Interested firms should obtain the Invitation for Bids (IFB) package from www.demandstar.com or www.cityofaventura.com/finance/bids.shtml, on or after, Wednesday, May 29 2019. The IFB package contains information about the Statement of Work, Bid submission requirements and selection procedure resulting from this IFB. Any or all questions shall be directed to Indra Sarju, Purchasing Agent at (305) 466-8925 or emailed to sarjui@cityofaventura.com.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the IFB from the time of advertisement of the IFB until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence."

Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates. Please see the detailed specifications of this solicitation for further details.

The City of Aventura reserves the right to request clarification of information submitted and to request additional information. The City also reserves the right to reject any and all proposals with or without cause and to waive any or all irregularities with regards to the specifications.

Ronald J. Wasson
City Manager

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The City desires to contract with a qualified company to provide Holiday Light Display services. The work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for Holiday Light Display bid, shall include upcoming holiday season.

B. PROPOSAL DUE DATES:

Complete Bids are due on Thursday, June 20, 2019 at 2:00 P.M. (EST). All bids must be received in the Office of the City Manager by the date and time indicated, with opening immediately following at the City of Aventura, 19200 West Country Club Drive, Aventura, FL 33180.

Bids should be addressed or delivered to:

**IFB # 19-06-20-2
Holiday Light Display
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180**

C. Questions concerning this IFB should be directed to:

Indra Sarju, Purchasing Agent
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180
Phone (305) 466-8925 Fax (305) 466-8939
Email: sarjui@cityofaventura.com

D. In order to facilitate review of the bids each proposer must submit one (1) original unbound and one (1) CD that contains a single PDF file of your entire response in the order presented the Bid Documents plus three (3) additional copies of the IFB response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE STATED DATE AND TIME OF:

Thursday, June 20, 2019 AT 2:00 P.M.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND

TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address during the City's regular business hours, Mondays through Fridays, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Bid by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

D. ACRONYMS/DEFINITIONS

For the purposes of this Invitation for Bids (IFB), the following acronyms/definitions will be used:

Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Agreement: The Written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

Approved: Means approved by the City.

Base Services: The offer of the Bidders submitted on the prescribed form setting forth the prices for the Work to be performed.

Bid Form: The form that contains the goods or services to be purchased and that must be completed and submitted with the bid.

Bidder/Proposer/Proponent: Organization/individual submitting a bid/proposal in response to this IFB.

Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

City/Owner: City of Aventura or designated representative when appropriate contract with the City for the services identified in this IFB.

Commission: The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.

Competitive Solicitation: Means an invitation to bid, a request for proposal, or an invitation to negotiate.

Consultant: A firm that has entered into a separate agreement with the City for the provision of professional services.

Contract: Shall refer to the Contract that may result from this Invitation for Bids.

Contract Documents: Shall include Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Invitation to Bid, Insurance Certificates and Change Orders.

Contract Price: The total monies payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar days stated the Agreement for the completion of Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

Contractor: The organization(s)/individual(s) that is awarded and has an approved

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Department: The individual(s) assigned by the City Manager or designee to manage the project.

Designee: A person(s) selected by the City Manager to carry out a duty or role.

Due Date and Time: Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.

Evaluation Committee: An independent committee comprised solely of City staff and consultants of the City established to review proposals submitted in response to the IFB and recommend a Proponent(s).

FSS: Florida State Statutes

IFB: Invitation for Bids

May: Indicates something that is not mandatory but permissible.

Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

Non-Compliant Work: Work performed by the Contractor that has been determined through City inspection to not meet the Performance Standards.

Notice of Award: The written notice by City to the apparent successful Bidders stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him/her.

Offeror: Shall refer to any offer(s) submitting an Offer in response to this Invitation for Bids

Performance Standards: The desired results established for each type of Work described in the IFB, necessary to be deemed Satisfactory.

Project: A task or series of tasks that the Contractor must complete in accordance with the Contract Documents.

Proponent: Organization/individual submitting a bid/proposal in response to this IFB.

Proposer: Shall refer to anyone submitting a bid in response to the Invitation for Bids.

Purchase Order: A document issued by the City approving Supplemental Services to the Contractor.

Provider or Successful Proposer: Shall refer to the Proposer receiving an award as result of this Invitation for Bids (“IFB”)

Quality Control: Those actions taken by the Contractor to ensure the Contractor’s performance meets the Performance Standards.

Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Bid/proposal: A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects.

Re-Work: Corrective Work performed by the Contractor, at no cost to the City, to meet the Performance Standards.

Satisfactory: Work performed by the Contractor that has been determined through City inspection to meet the Performance Standards.

Shall/Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

Should: Indicate something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.

Site(s): The location(s) where Work is to be performed under this Contract.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Sub-Contractor &Sub-Consultant: Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Offeror, who contract with the Successful Offeror to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Offeror.

Supplemental Services: Those services that are performed on a periodic basis (on demand) for which the Contractor receives compensation on the prescribed form setting forth the prices for the Work being performed.

Unbalanced Bid: Pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.

Unsatisfactory Work: Work performed by the Contractor that has been determined through City inspection to not meet the Performance Standards.

Work, Services, Project &Engagement: Shall refer to all matters and things that will be required to be done by the Successful Offeror in accordance with the Scope of Work, and the terms and Conditions of this submittal.

END OF SECTION

SECTION 1

INSTRUCTION TO BIDDERS

CITY OF AVENTURA INVITATION FOR BIDS HOLIDAY LIGHT DISPLAY BID # 19-06-20-2

SEC.1.1: SERVICES REQUESTED:

The City of Aventura is accepting sealed bids for the HOLIDAY LIGHT DISPLAY within the City. A more complete scope of services is included as Section 4 under the Technical Conditions of this bid.

SEC.1.2: AGREEMENT PERIOD:

The initial contract shall be for a period of two (2) years with an opportunity for the City to extend the contract for two (2) additional one-year periods at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify City on/or before 90 days prior to contract expiration.

SEC.1.3: NECESSARY LICENSING:

As more fully discussed in this DOCUMENT, the contractor must have all necessary licenses. Contractor shall be required to furnish a copy of all licenses, certificates of competence or other licenser requirements necessary to provide their services as required by Florida State Statutes. These documents shall be furnished to the City along with the Bid Response.

SEC.1.4: EVALUATION OF BIDS:

Bids will be evaluated based upon the criteria contained in Section 2 of 2.16 through 2.19 of the General Conditions and Section 3.9 of the Special Conditions.

SEC.1.5: MINIMUM QUALIFICATIONS:

All bidders must have a minimum of five (5) years experience providing similar services to those described in this document.

SEC.1.6: INSTRUCTIONS TO SUBMIT BIDS:

Bids will be accepted, until 2:00 P.M., Thursday, June 20, 2019, by the City of Aventura to select a company to provide public works landscape maintenance services as required by the City.

Bids must be submitted in sealed envelopes and clearly identified as **“BIDS FOR HOLIDAY LIGHT DISPLAY: BID #19-06-20-2.”**

In order to facilitate review of the bids, each bidder must submit one (1) original unbound and 1 CD plus for a total of three (3) complete sets of all bid forms inside a sealed envelope.

Bids shall be submitted to the Office of the City Manager, City of Aventura, 19200 W. Country Club Drive, Aventura, Florida 33180.

Questions concerning this bid should be directed to:

Indra Sarju, Purchasing Agent
19200 W. Country Club Drive
Aventura, Florida 33180
(305) 466-8925 or Email: sarjui@cityofaventura.com

The City highly recommends contractor's to be familiar with Location for the Holiday Light Display. **All questions regarding this Invitation for Bids are due on or before 5:00 P.M. on Thursday, June 13, 2019.** No pleas of ignorance by the bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Aventura or the compensation of the vendor.

SEC.1.7: BID REQUIREMENTS:

Bids must include but need not be limited to four (4) complete sets of the complete Bid Form including Attachments as follows:

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Site Visit Certification
- Bidder's Qualifications Form
- Agency References
- Other References
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
- Scrutinized Companies Pursuant to Section 287.135, Florida Statutes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- W-9 Request for Identification Number and Certification

The City provided bid forms must be completed, signed, notarized and certified as to authorization. Forms attachments must be completed using the City provided forms. For the Indemnification Clause Form, the City provided form must be signed and notarized. In addition, the bid packet shall include one copy of the entire bid document with the bidder's company and initials on each page. Also, one original of the bid bond or cashier's check must be included in the sealed envelope.

SEC.1.8: TIMETABLE FOR REVIEW AND SELECTION:

The written bids will be evaluated by a review committee consisting of employees from the City's Public Works/Transportation Department. Based upon this evaluation, the Committee may select one or more companies for further evaluation. A complete background investigation may also be conducted for each proposing company. The Committee and/or City Manager may recommend an agreement with the top ranked company to the City Commission.

It is anticipated that the successful bidder would assume full service responsibilities during the month of November, 2019.

END OF SECTION ONE

SECTION 2

CITY OF AVENTURA INVITATION FOR BIDS FOR HOLIDAY LIGHT DISPLAY BID #19-06-20-2

GENERAL CONDITIONS

2.1: PURPOSE OF BID:

The City of Aventura intends to secure a source of supply(s) of the service needed at the most responsive and responsible price. The City reserves the right to award the bid considered to best serve the City's interests.

- 2.1.1 Any questions concerning the bid specifications or any required need for clarification should be made by 5:00 P.M. (est.) on Thursday, June 20, 2019. No plea of ignorance or delay or required need of additional information shall exempt a bidder from submitting his bid on the required date and time of day as publicly noted.
- 2.1.2 Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of one hundred twenty (120) days from the date of the bid opening unless otherwise stated by the bidder. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to the Invitation for Bids will be just cause for rejection as determined by the City.
- 2.1.3 In the event of any conflicts between provisions contained in the General Conditions (Section 2 of 2.1 through 2.35) and Special Conditions (Section 3 of 3.1 through 3.23), the provisions contained in the Special Conditions shall govern.

2.2: SUBMISSION OF BIDS

- 2.2.1: Bidders must use the bid form(s) furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- 2.2.2: Bids having an erasure or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3: GUARANTIES:

No guarantee or warranty is given or implied by the City as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for bid purposes only and will be used for tabulation and presentation of the bid. The City reserves the rights to reasonably increase or decrease quantities as required.

2.4: DELIVERY:

All items shall be delivered F.O.B. destination (i.e. at a specific City of Aventura address), and delivery costs and charges (if any) will be included in the bid price. Exceptions should be noted. When practical, the City may make pick-ups at the vendor's place of business.

2.5: MISTAKES:

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the bidder's risk and errors will not release the bidder from his responsibility as noted herein.

2.6: BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.

2.6.1: Provision of written indication of intent to quote an alternative brand or model number, or designation of objective of the bid will be considered as a quotation in compliance with the specifications as listed, at the discretion of the city, which would best serve the City's interest.

2.7: MATERIAL:

Acceptance of any materials delivered under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

2.8: PRICING:

Prices should be stated in units of quantity specified in the bid specifications. In case of a discrepancy, the City reserves the right to make the final determination at the lower net cost to the City.

2.9: TAXES:

Bidders should not include taxes in bid prices.

2.10: SAFETY STANDARDS:

The BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by materials data safety sheets (M.D.S.S.) when applicable.

2.11: PAYMENTS:

Payment will be made after all supplies, commodities, or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. All invoices must bear the purchase order number.

2.12: LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter onto City of Aventura property or public right of way to deliver materials or to perform work or services as a result of a bid award, the bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The bidder shall be liable for any damages or loss to the city occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of this contract as a result of the bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Aventura Code, if any. These documents shall be furnished to the City along with the bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the bid and forfeiture of the bid bond.

- 2.12.1 The vendor shall furnish to the Finance Department Director, City of Aventura, 19200 W. Country Club Drive, Aventura, FL 33180, certificate(s) of insurance which indicate that insurance coverages comply with Section 3.15 under Special Conditions of this bid.

2.13: COUNTY LICENSE:

Successful Contractor must obtain a MIAMI-DADE County License prior to beginning services under any contract awarded.

2.14: COMPLIANCE WITH LAW:

Bidder shall conduct its operations in compliance with all applicable federal, state, county and local laws; in providing any services hereunder.

2.15: ASSIGNMENT:

The contractor shall not transfer or assign the performance required by this bid to any other entity without prior written consent of the City of Aventura. Any award issued pursuant to this bid invitation and monies which may be payable by City are not assignable except with prior written approval of the City of Aventura.

2.16: AWARD OF BIDS:

The City of Aventura reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel).

Final determination and award of bid(s) shall be made by the City Commission. The successful bidder shall execute a contract for HOLIDAY LIGHT DISPLAY Services in a form of contract which is approved by the City Attorney for form and legal sufficiency.

2.17: EVALUATION OF BIDS:

The City, at its discretion, reserves the right to inspect any/all BIDDERS facilities to determine their capability of meeting the City's needs.

2.18: IDENTICAL (TIE BIDS):

Shall be awarded by the City in compliance with Florida Statutes providing for a drug free workplace and also the City of Aventura Ordinance: #96-07 (City Code Sec. 2-255), that is, in the event of an identical tie bid, a preference shall be given to a business having a drug free workplace under Florida Statute 287.087, as amended. Failure to provide proof of compliance when requested shall be just cause for rejection of the bid as determined by the City, and result in the bidder holding the City harmless for such rejection.

2.19: PREFERENCE TO LOCAL BUSINESSES:

Pursuant to Section 1, (G), of Ordinance No. 96-07 (City Code Sec. 2-257), "businesses located within the (corporate limits) of the City of Aventura...shall receive a preference bonus of 10% or 10 points during the tabulations of bids".

2.20: HOLD HARMLESS:

ALL BIDDERS shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees for their decision to reject, award or not award a bid, as applicable.

2.21: CANCELLATION:

Failure on the part of the vendor to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the award, with the vendor holding the City harmless.

2.22: DISPUTES:

If any dispute concerning a question of fact arises under the contract which results from the final bid award, other than termination for default or convenience, the contractor and the city department responsible for the administration of the contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the contractor, which shall be binding on both parties.

2.23: NONCONFORMANCE TO CONTRACT:

The City of Aventura may withhold acceptance of, or reject items of services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at vendor's expense

and redelivered at vendor's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

2.24: DEFAULT PROVISION:

In Case of default by the BIDDER or contractor, the City of Aventura may cancel the service agreements, procure the articles or services from other sources and hold the BIDDER or contractor responsible for any excess costs occasioned or incurred thereby.

2.25: INDEMNIFICATION:

The Contractor shall indemnify, save harmless, and defend the City of Aventura, its officers, agents and employees against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid and/or from any procurement decision of the City including without limitation, awarding the contract to the contractor.

2.26: SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek and obtain other sources without thereby violating the intent of the contract.

2.27: BID PROTEST PROCEDURE:

Bid protests are governed by Sec. 2-259 of the Aventura City Code.

2.28: CITY'S RIGHTS RESERVED:

The City of Aventura reserves the right to reject all bids or to reject any bid not conforming to this Document, and to waive any irregularity or informality with respect to any bid. The City further reserves the right to request clarification of information submitted and to request additional information from one or more bidders. The City may also negotiate modification to bids deemed to be in the best interest of the City.

2.29: CONE OF SILENCE PROVISION:

A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 (Ordinance 2002-12) "Cone of Silence" is applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

2. The City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.
- B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.
- C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- D. The Cone of Silence shall not apply to:
- (1) Oral communications at pre-bid conferences;
 - (2) Oral presentations before selection or evaluation committees;
 - (3) Public presentations made to the City Commissioners during any duly noticed public meeting;
 - (4) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (6) Communications with the City Attorney and his or her staff;
 - (7) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 - (8) Any emergency procurement of goods or services pursuant to City Code;
 - (9) Responses to the City's request for clarification or additional information;
 - (10) Contract negotiations during any duly noticed public meeting;
 - (11) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto 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 his or her staff are in writing or are made at a duly noticed public meeting.

- E. Please contact the City Attorney for any questions concerning Cone of Silence compliance.
- F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

2.30: CAMPAIGN FINANCE RESTRICTIONS ON VENDORS:

Sec. 2-420. Prohibited campaign contributions by vendors. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates.

(a) *General, prohibition, disqualification, definitions.*

(1)

- a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of bids issued by the City, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.
- b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's General Revenue Fund.

(3)

- a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be

disqualified from serving as a vendor with the City for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

- b. For purposes of this section, the term “disqualified” shall be defined to include:
 - 1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
 - 2. Disqualification of a contributor’s response to solicitation requests for prospective vendor contracts with the City, subject to the applicable waiver of subsection (b) herein.
- (4) As used in this section:
- a. Vendor.
 - 1. A “Vendor” is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.
 - 2. “Vendor” shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term “controlling financial interest” shall mean the ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent (10%) or more in a firm. The term “firm” shall mean a corporation, partnership, business trust or any legal entity other than a natural person.
 - 3. “Vendor” shall not include City officers or employees.
 - 4. For purposes of this section, “Vendor” status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.
 - a. *Services.* For purposes of this section, the term “services” shall mean the rendering by a vendor through competitive bidding

or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.

- b. *Campaign contributions.* The term “campaign contribution” shall have the meaning which is ascribed to the term “contributions” pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

- (1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five (5) members of the City Commission for a particular transaction after a public hearing, upon finding that:

- a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or
- b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or
- c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or
- d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.

- (2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five (5) members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six [6] months) in order for the City to obtain a replacement vendor.

- (3) *Full disclosure.* Any grant of a waiver or limited waiver by the City Commission must first be supported with a full disclosure of the subject campaign contribution.

- (c) *Implementation.* The City Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this

section. These procedures shall provide for the assembly, maintenance and posting of an official City vendor list as referenced above.

- (d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of \$250.00 for the first violation, and \$500.00 for each subsequent violation.
- (e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.
(Ord. No. 2005-14, § 3, 10-11-05)

2.31: PUBLIC ENTITY CRIME/DISQUALIFICATION:

Pursuant to Section 287.133(3) (a), Florida Statute all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

2.32: CONFLICTS OF INTEREST:

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

2.33 OTHER GOVERNMENTAL AGENCIES:

- 2.33.1 All bidders awarded contracts for this bid may, upon mutual agreement with other agencies, permit any school district/board, municipality or other governmental agency to participate in the contract under the same price terms and conditions, if agreed to by both parties.
- 2.33.2 Further to paragraph 2.33.1, it is understood that each school district/board, municipality or agency will issue its own Purchase Order to the awarded bidder(s).
- 2.33.3 It is understood and agreed that the City is not in any way a legal party to any contractual agreement made between any other government unit or educational organization and the Awarded Bidder(s) as a result of this IFB.

2.34 PUBLIC RECORDS LAW

PUBLIC RECORDS

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR 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.
- b. Upon request from the CITY custodian of public records, CONTRACTOR 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.
- c. 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.
- d. Upon completion of 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 CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR 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 CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. CONTRACTOR'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 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.

Custodian of Records:	City Clerk's Office
Mailing address:	19200 West County Club Drive
	Aventura, FL 33180
Telephone number:	305-466-8901

Email: **horvathe@cityofaventura.com**

2.35 SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

END OF SECTION 2

SECTION 3

CITY OF AVENTURA INVITATION FOR BIDS FOR HOLIDAY LIGHT DISPLAY SERVICES BID #19-06-20-2

SPECIAL CONDITIONS

3.1: SCOPE OF SERVICES:

The work covered by the Specifications herein shall be HOLIDAY LIGHT DISPLAY services including wrap palm trees, oak trees, spheres and snowflakes as described in the Contract Documents.

3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of two (2) years with an opportunity for the City to extend the contract for two (2) additional one-year period, at the same terms, conditions and specifications (except for the itemized and unit process as contained in the Schedule of Values, which shall be negotiated in good faith) or remain the same and the extension is approved by the City Manager. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify City on/or before 90 days of contract expiration date.

3.3: SCOPE OF WORK

3.3.1 Service Location Area will be within the City of Aventura Government Center and Building, Founders Park, Aventura Blvd East to West – Aventura Blvd and West Country Club Drive and Aventura Boulevard and Biscayne Boulevard – City Monument Sign North and South.

3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT:

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether Federal, State, County, or local and of any agency or such government, which relate to or in any manner affect the performance of this Contract. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), and any laws and regulations issued by Local, County, State or Federal agencies.

3.5 STRIKES AND LOCKOUTS:

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the Contractor's employees, and there will be no lockouts by the Contractor for the duration of this Contract. The Contractor shall

make an attempt to obtain from any association representing the Contractor's employees a letter of understanding agreeing to support the City fully in maintaining operations in every way.

Any employee who participates in or promotes an illegal strike, work stoppage, picket while working, slowdown, sick-out or concerted failure to refuse to perform assigned work may be discharged or otherwise disciplined by the Contractor.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the City and the public at large. Accordingly it is understood and agreed that in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law, including attorney's fees and full costs associated with the violation and restoration of service. In the event of a strike, work stoppage, or interference with the operations and accomplishment of the mission of the City, the Contractor and any association representing the Contractor's employees shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

3.6: NO CONTINGENT FEE:

Contractor warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement, without liability, at its discretion.

3.7: ATTORNEY'S FEES:

If the City incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees.

3.8: ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING:

Any inquiry or request for interpretation received seven (7) days or more prior to the date fixed for the opening of the bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be posted on Demandstar or sent by available means to all known prospective bidders not later than five (5) days prior to the established bid opening date. Each prospective bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be considered as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective bidder to verify that he has received all addenda issued before bids are opened. Any questions regarding the specifications may be directed to the Finance Department, Indra Sarju, Purchasing Agent, located at 19200 W. Country Club Drive, Aventura, FL 33180, (305) 466-8925 or email to sarjui@cityofaventura.com. Under no circumstances will the City accept

facsimile transmissions in lieu of a sealed bid. Any bids received in the above manner will be deemed unresponsive and a “no bid” will be entered for the bidder.

3.9: BASIS OF AWARD:

Award will be made to the most responsive and responsible bidder. Evaluation criteria, in addition to those contained in Sections 2 of 2.16 through 2.19 of the General Conditions, are the fee proposed, quantity and quality of equipment and qualifications of personnel, experience, and the overall ability to perform the services requested.

3.10: BONDS:

The bid bond not required for this bid. In addition, the successful bidder shall furnish a performance bond in the amount of 100% of the total Bid Price, with the City of Aventura as the obligee, as security for the faithful performance of the contract. The bond shall be issued by a satisfactory surety company authorized to do business in the State of Florida and be in the form shown as Appendix 2 to this bid. The Performance Bond shall be in force for the duration of the project.

3.11: BID SECURITY FORFEITED, LIQUIDATED DAMAGES:

Failure to execute a contract in the form prepared by City and to file an acceptable performance bond as provided herein within ten (10) days after written notice of award has been given shall be just cause for the annulment of the award by City and the forfeiture of the bid security to the City, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Awards may then be made to the next best responsible bidder or all bids may be rejected, as best meets the needs of the City.

3.12: CONTRACT CONTINUITY:

In the event services are scheduled to end either by contract expiration or by termination by the City of Aventura (at the City’s discretion), it shall be incumbent upon the contractor to continue the service, if requested by the City, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.13: COMPLAINTS OR DISPUTES:

The contractor agrees that any complaints received by the City concerning misconduct on the part of the contractor, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Public Works/Transportation Department for appropriate action. The contractor agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required, and the decision of the City shall be final and binding.

3.14: LICENSING:

The successful bidder shall be licensed and certified by all appropriate County, State, and Local agencies. The contractor shall procure at its own expense, all necessary licenses and permits.

The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and City.

3.15: INSURANCE:

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be \$1,000,000 per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of \$1,000,000.00 for bodily injury and property damage per occurrence.
3. A worker's compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1–3 of the contractor's above required policies of insurance except for the Workers Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of contractor's performance or operations hereunder.

The contractor shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility of Contractor to indemnify, keep and save harmless and defend the City and its officers, employees, agents or instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the city, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

3.16: CONTRACTOR'S RELATION TO THE CITY:

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respects an agent, servant or employee of the City of Aventura. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

3.17: DISCRIMINATORY PRACTICES:

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The company will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

3.18: OTHER COMPLIANCE:

The contractor shall comply with all requirements of the City's agreements with any other entity which concern the lands upon which the services are to be provided, upon notice from City.

3.19: SUB-CONTRACTORS:

Sub-contractors are subject to compliance with all terms, conditions, and specifications contained herein. All sub-contractors require and are subject to approval by the City of Aventura, at its sole discretion.

3.20: CONFIDENTIALITY

Bidders are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". If there is any apparent conflict between Florida's Public records laws and this RFP, the law will prevail.

All Bids submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

3.21: MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal.

Any modification of a Proposal/Bid by the Proposer shall be submitted to the Office of the City Manager's or designee prior to the Solicitation Due Date & Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously

submitted Proposal. The sealed envelope shall contain the same information as required for submitting the original Proposal. In addition the envelope shall be marked with a statement that this Proposal replaces the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Solicitation Due Date & Time.

b) Withdrawal of a Proposal.

A Bid/Proposal may be withdrawn only by written communication delivered to the Office of the City Manager's or designee prior to the Solicitation Due Date & Time. A Bid/Proposal may also be withdrawn after one-hundred and twenty (120) calendar days after the Solicitation Due Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Manager's or designee at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

3.22: LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date & Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date & Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date & Time or prior to the expiration of One-hundred and twenty (120) calendar days after the Solicitation Due Date & Time shall not be accepted or considered.

3.23: TERMINATION OF CONTRACT

The City reserves the right to terminate this any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the City will be relieved of all obligations under said contract. The City will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

END OF SECTION 3

SECTION 4

CITY OF AVENTURA INVITATION FOR BIDS FOR HOLIDAY LIGHT DISPLAY SERVICES BID #19-06-20-2

TECHNICAL SPECIFICATIONS

A. LOCATIONS OF WORK

Accompanying these specifications is an area map defining areas to display Holiday Lights and maintained. By submitting a bid, the bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to add or remove specific locations on a temporary or permanent basis, as deemed appropriate.

B. EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by all applicable laws, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Aventura. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. All equipment will be inspected and evaluated by the City, prior to award of this bid.

C. SCOPE OF WORK

The Contractor shall provide all necessary supplies, setup, installation, maintenance, removal and cleaning. The City will provide a contact person to coordinate installation and maintenance of the displays.

The successful Bidders shall provide a cumulative price for the bid and cost breakdown/unit cost for each individual display. Costs shall include permitting, setup/installation, maintenance, removal and cleaning. Holiday Light shall ready to display on/before second Saturday of November and first week of January of New Year.

Here is the schedule for:

1 st Year -	November 18, 2019 through January 3, 2020
2 nd Year -	November 16, 2020 through January 5, 2021

LOCATION:

Government Center: 19200 W. Country Club Drive

Government Center Front Area

- 18 Wrap 30' Royal palm with Warm White 5 MM LED lights wrapped trunks in burst and 5 fronds.

Government Center – Building Facing East

- 6 Install 48" LED Warm White snowflake – on East (main) face of building.
- 6 Install 48" LED Warm White snowflake – on West (main) face of building.

Install 1/16 airline cable to support SPT-2 Power and to hung and suspend snowflakes from roof of the Government Center with airline cable that weatherproof and alternate height.

Founders Park: 3105 NE 190 Street

- 2 Wrap 20' Medjool palm with Warm White 5 MM LED lights with 20 fronds – on Medjools at the West entrance to the Park.
- 3 Wrap 30' Medjool palm with Warm White 5 MM LED lights – at corner of Park by sign. Install Warm White 5MM LED lights on 20 fronds – on Medjools at corner of Park by sign.

Aventura Blvd - East to West

Aventura Blvd and W Country Club Drive

- 23 Wrap 30' Medjool palm with Warm White 5 MM LED lights – in center median of Aventura Blvd from NE 29 Avenue to West Country Club Drive.
- 23 Wrap top 18" on palm with BLUE LED 5MM – on Medjool palms in center median.

Aventura Blvd and Biscayne Blvd & City Monument Sign North & South

- 8 Wrap 30' Medjool palm with Warm White 5 MM LED lights – behind the North City monument sign.
- 8 Wrap 35' Coconut palm with Warm White 5 MM LED lights – behind the North City monument sign.
- 16 Wrap top 18" on palm with BLUE LED 5MM – on all palms on North side.
- 6 Wrap 30' Medjool palm with Warm White 5 MM LED lights – in center median.

- 8 Wrap 30' Medjool palm with Warm White 5 MM LED lights – behind the South city monument sign.
- 7 Wrap 35' Coconut palm with Warm White 5 MM LED lights – behind the North city monument sign.
- 15 Wrap top 18" on palm with BLUE LED 5MM – on all palms on South side.

Install 1/16 airline cable to support SPT-2 Power – to run aerial power for Medjool Palms trees. All cable connection must be watertight and moisture proof.

SPECIAL NOTE:

ALL ELECTRICAL WIRING, FUSES, CONNECTIONS, FIXTURES, BULBS, AND PLUGS USED BY CONTRACTOR SHALL BE UL APPROVED FOR OUTDOOR USE AND SHALL BE WATERTIGHT AND WATERPROOF. FURTHERMORE, THE CITY SHALL RETAIN THE RIGHT TO APPROVE ALL ELECTRICAL WIRING, FUSES, CONNECTIONS, FIXTURES, BULBS, AND PLUGS USED FOR ALL LIGHTING PROJECTS, AT ITS SOLE DISCRETION.

D. REGULATIONS AND STANDARDS

1. Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The Contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:
 - A. FDOT Florida Department of Transportation
 - B. OSHA Occupational Safety and Health Act
 - C. EPA Environmental Protection Agency
 - D. All State and Federal labor standards and practices, as applicable

E. SAFETY

1. Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Contractor safety includes the use of safety gear, traffic control and vehicle safety, at the Contractors sole expense.

F. DEFINITIONS

1. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are required to be pre-approved by the City, at its sole discretion.
2. Maintenance as defined for bid purposes shall include: but not limited to, adjusting of timers and maintaining photo cells,
3. In addition, the Contractor also will be responsible for providing the following public works services with no extra labor, equipment, fuel, or travel charges to the CITY:

- A. Repair replace bulb as directed.
- B. Inspect all display daily with weekly written reports.
- C. Inspections to be complete between the hours of 6:00 PM to 8:00 PM
- D. Meet with City staff as directed.
- E. Install decorative lights on trees.

G. SPECIAL CONTRACT REQUIREMENTS

1. DUTIES of the OWNER/PRESIDENT/CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER: This position shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the CONTRACTOR (without obtaining any approvals from others), regarding the disbursement of any resources needed including but not limited to chemicals, materials, equipment, labor, or otherwise as directed by the CITY. The duties will be performed at no additional labor or travel charges. Person responsible for the City of Aventura shall be a senior level management employee. Project Managers, Foremen, Site Supervisors, etc. are not acceptable.

- a. Shall be available to attend all meetings with the City within 24 hours of notification at no charge or as directed by City.
- d. Shall be present at all special events, programs and activities as requested by City, and be present at all planning meetings at no charge. Special events are typically held on weekends and evenings, and Contractor shall receive schedule of events.
- c. Shall be available via telephone/electronic communications on a 24/7/365 basis.
- d. Shall produce timesheets of all personnel assigned to the City, on demand.

The City shall require ten (10) days written notice when the officer or owner of the firm will be out of town, and complete alternate contact information shall be provided at that time, and any alternate shall be pre-approved at the CITY's sole discretion.

3. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. All traffic control costs shall be a part of the unit price bid and shall not be paid for separately.

4. The President/Owner (or as specified in paragraph G.1) must be on 24 hour call, at all times, for emergency purposes.

H. PAYMENT

- 1. The payment process begins when the contractor notifies the Director of Public Works/Transportation or designee of work completed.
- 2. 50% of the annual contract work will be paid upon completion of installation of the Holiday Lighting components, as determined by the City's Electrical Inspector after his inspection of all electrical components, plugs, fixtures, connections, wiring, and workmanship.
- 3. The remaining 50% of annual contract work will be paid upon the completion of the removal of the Holiday Lighting for each annual period in January.

5. NON-CONFORMANCE TO CONTRACT CONDITIONS:

The City of Aventura may withhold payment or reject areas which are found, upon examination, not to meet the specification requirements. Upon written notifications of rejection, subject areas shall be rectified within five (5) calendar days by the Contractor at his expense. Rejected areas left longer than fifteen (15) calendar days will be regarded as abandoned. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet service schedules, may result in the Contractor being held in default and shall authorize the City to terminate the contract upon notice to the Contractor.

END OF SECTION 4

BID FORM

CITY OF AVENTURA INVITATION FOR BIDS HOLIDAY LIGHT DISPLAY BID #19-06-20-2

I hereby propose to furnish the goods and services specified in the Invitation for Bid. I agree that my bid will remain firm for a period of 120 days after bid opened by the City in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid; no officer, employee or agent of the City of Aventura or any other bidder has an interest in said bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Attached hereto are the following forms/documents which form a part of this bid:

Attachments

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Bidder's Qualifications Form
- Agency References
- Other References
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
 - On Public Entity Crimes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- Scrutinized Companies Pursuant to Section 287.135, Florida Statutes
- W-9 Request for Tax Identification and Certification

Name of Bidding Company

BY:

Signature

Name & Title, Typed or Printed

Mailing Address

Email Address

Sworn to and subscribed before me
This _____ day of
_____, 20____

Notary Public
State of _____
My Commission Expired: _____

City, State, Zip Code

(____) _____
Telephone Number

Attest: _____

SEAL

(if Corporation)

BIDDER'S NAME: _____

COMPANY NAME: _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Joint Venture)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20____, to the City of Aventura from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____

Secretary

(SEAL)

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Corporation)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of
the _____
a corporation existing under the laws of-the-State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

RESOLVED, that, as _____ of the Corporation, be and is hereby authorized to
execute the proposal dated, _____, 20____ to the City of Aventura from this
corporation and that his execution thereof, attested by the Secretary of the Corporation,
and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
corporation on this the _____ of _____

Secretary _____

(SEAL)

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20____, to the City of Aventura from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____

Secretary

(SEAL)

CITY OF AVENTURA
“NO BID or PROPOSAL” RESPONSE

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

CITY OF AVENTURA

We have declined to propose on **IFB #19-06-20-2**, for the following reasons:

- _____ We do not offer this service/product
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond/insurance requirements
- _____ Specifications unclear (please explain below)
- _____ Other (please specify below)

REMARKS _____

Typed Name and Title

Company Name

Address

Business Phone

Fax Number

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

**SCHEDULE OF VALUES
HOLIDAY LIGHT DISPLAY**

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, delivered, placed, and accepted by the City. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, delivered, placed, and accepted by the City. All light fixtures shall be LED and approved by City prior to installation.

ITEM #	DESCRIPTION	Unit price shall be delivered and in-place: includes installation and removal as per specifications.
1	GOVERNMENT CENTER	
	Frontal View – 30 feet Royal Palm Trees w/Warm White 5mm LED	\$_____ x 18 trees = \$ _____ TOTAL
	East of Building – Snowflakes 48”	\$_____ x 6 each = \$ _____ TOTAL
	West of Building – Snowflakes 36”	\$_____ x 6 each = \$ _____ TOTAL
2	FOUNDER PARKS	
	Founder Park – 20’ Medjool Palm @West entrance to the Park	\$_____ x 2 trees = \$ _____ TOTAL
	Founder Park – 30’ Medjool Palm @corner of Park sign	\$_____ x 3 trees = \$ _____ TOTAL
3	AVENTURA BLVD – East to West of Aventura Blvd & W. Country Club Drive	
	Center Median – 30’ Medjool Palm w/aerial power cable	\$_____ x 23 trees = \$ _____ TOTAL
	Top 18” of Palm Tree wrap Blue LED 5mm	\$_____ x23 trees = \$ _____ TOTAL
4	AVENTURA BLVD & BISCAYNE BLVD City Monument Sign North & South	
	North - 30’ Medjool Palm (Behind City Sign)	\$_____ x 8 trees = \$ _____ TOTAL

	North 35' Coconut Palm (Behind City Sign)	\$ _____ x 8 trees = \$ _____ TOTAL
	South -- 30' Medjool Palm (Behind City Sign)	\$ _____ x 8 trees = \$ _____ TOTAL
	South -- 35' Coconut Palm (Behind City Sign)	\$ _____ x 7 trees = \$ _____ TOTAL
BASE BID	<u>TOTAL BASE BID</u> <u>Total of Items 1 through 4 constitute the Base Bid</u>	\$ _____ BASE BID TOTAL

ADDITIONAL SCHEDULE OF VALUES

A	20' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
B	30' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
C	35' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
D	30' Royal Palm w/5 fronds and warm white 5mm LED Lights	
E	20' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
F	35' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	
G	24" Snowflakes w/LED Cool White Lights	
H	36" Snowflakes w/LED Cool White Lights	
I	48" Snowflakes w/LED Warm White Lights	

CONTRACT EXTENSIONS: The City of Aventura hereby requests bids for a **two (2) year contract** for supplies and services. In addition, the City reserves the right to extend this contract for two additional one (1) year term, providing both parties agree, that all the terms, conditions and specifications except for the itemized and unit prices as contained in the Schedule of Values, which shall be negotiated in faith) remain the same and the extension is approved by the City Manager.

BIDDER OFFERING FIRM PRICES FOR THE INITIAL TWO YEAR CONTRACT PERIOD:

YES _____ NO _____

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THIS CONTRACT FOR A

TWO ADDITIONAL ONE YEAR TERM: YES _____ NO _____

Bidder Name and Title

Company Name

Address

Phone

Facsimile Number

Email Address

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

SITE VISIT CERTIFICATION

Contractor's certify that they have inspected site's location as per Bid Manual.

Contractor certify that they are familiar with the site location for Holiday Lights Display per Section 4 – page 34

Contractor further certify that agree to comply with all electrical, logistic and technical requirements to fulfill Holiday Light Display in this Bid Manual.

Contractor's further certify and acknowledge, through my signature below,

Name of Contractor: _____

Signature of Contractor: _____ Date: _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

PROPOSER'S QUALIFICATIONS

(Page 1 of 4)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Bid.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida? YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 2 of 4)

4. Number of employees? _____
5. Number of employees assigned to this project? _____
6. If Proposer is an individual, corporation or a partnership, answer the following:
 - a. Date of Organization _____
 - b. Name, address and ownership units of all partners:

 - c. State whether general or limited partnership: _____
 - d. State whether a corporation _____. Date and place of incorporation _____.

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

- _____

7. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
 8. How many years has your organization been in business under its present business name?

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

 9. Has your company ever failed to complete a bonded obligation or to complete a contract?
YES _____ NO _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 3 of 4)

- a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of contracting parties and disposition of matter:

- b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

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

- b. State the name of the individual(s) who will have personal supervision of the work, and what experience they have in supervising landscape maintenance:

11. List name and title of persons in your company who are authorized to enter into a contract with the City of Aventura, Florida for the proposed work should your company be the successful Proposer.

Name _____

Title _____

10. Describe your Company's experience in providing services to other agencies similar to the comprehensive service to be provided herein.

PROPOSER'S QUALIFICATIONS (continued)

(Page 4 of 4)

11. List the following information concerning all contracts in progress as of the date of submission of this Bid (in case of joint venture, list the information for all joint ventures.) If none, write "none".

Project Name	Owner	Total Contract Value	Contracted Date of Completion	Percentage of Completion (to date)

12. Has the Bidder or his/her representative inspected the public right-of-way and does the Bidder have a complete plan for its performance?
13. Will you sub-contract any part of this work? Is so, give details including a list of each Sub-Contractor that will perform work and the work that will be performed by each Sub-Contractor.

Classification of Work

Name and Address of Sub-contractor

Bidder Name and Title

Company Name

Address

Phone

AGENCY REFERENCES

BIDDER's shall submit as a part of their bid package, list of Agency, Address, Telephone & Fax Numbers, and Contact person at the Department of all Governmental Agencies for which your firm have provided landscape maintenance services within the past five years. (*Indicates required information)

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

AGENCY REFERENCES cont.

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

OTHER REFERENCES

BIDDER's shall submit as a part of their bid package, Agency, Address, Telephone & Fax Numbers, and Contact person at Department of all Non-Governmental entities for which your firm have provided Holiday Light Display Services within the past five years. (*Indicates required information)

Name: _____

Contact Name:_____

*Address:_____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name:_____

*Address:_____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

OTHER REFERENCES cont.

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

BID EXCEPTION FORM

(See Bid Form)

The Company wishes to take exception to the following items:

Page

Item

Costs

Bidder Name and Title

Company Name

Address

Phone

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of Aventura and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____	_____	_____
Proposer's Name	Signature	Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[Name of individual signing]

signature in the space provided above on this ____ day of _____, 20_____.

NOTARY PUBLIC

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

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

1. This sworn statement is submitted to the **CITY OF AVENTURA, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of 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 misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 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 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this _____ day _____, 20____.

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Aventura ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Print Name

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally known _____

OR _____ *Notary Public*

Produced identification _____ Notary Public – State of _____

_____ My Commission expires:
Type of identification

Printed, typed or stamped commissioned

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

DRUG-FREE WORKPLACE AFFIDAVIT (continued)

3) 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.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Aventura, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**CITY OF AVENTURA
INVITATION FOR BID
HOLIDAY LIGHT DISPLAY**

IFB #19-06-20-2

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) 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 pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (continued)

ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION: Holiday Light Display, Bid # _____, in accordance with the Contract Documents,

The City has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bid and Instruction to Bidders.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten days from the date of this Notice, the City will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

Dated this _____ day of _____, 20 ____.

BY: _____

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD

is hereby acknowledged by _____

_____ day of _____, 20____

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT DESCRIPTION: HOLIDAY LIGHT DISPLAY Services, Bid # _____, in accordance with the Contract Documents,

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____.

City of Aventura

BY: _____

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 20____

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice to Proceed to the City.

END OF SECTION

BID BOND

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS:

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto the City of
Aventura, a municipal corporation of the State of Florida in the penal sum of _____
Dollars (\$_____), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted the accompanying Bid, dated _____, 2019

For: **HOLIDAY LIGHT DISPLAY**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the principal shall properly execute and deliver to said City the appropriate contract documents (Contract for Services, Performance Bond, Insurance, etc.), and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid,

then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such BID; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 2019, the name and the corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)
Corporation, Individual or Partnership Principal

By: _____
(Contractor)

ATTEST:

Secretary (If Corporation)

(Business Address)

(City/State/Zip)

(Business Phone)

By: _____
(Surety)

By: _____ (SEAL)
(Attorney-in-Fact)

By: _____
(Registered Florida Agent for Surety)

IMPORTANT Surety companies executing bond must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

PERFORMANCE BOND FOR HOLIDAY LIGHT DISPLAY CONTRACT

KNOWING ALL MEN BY THESE PRESENTS, that _____,
As Principal, and _____, as Surety, are held and firmly bound
unto City of Aventura, Florida (herein “the Obligee”) in the penal sum of
_____ (\$_____) dollars lawful money of the United
States of America for the payment of which sum of money, the principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally
and firmly by these presents:

WHEREAS, the principal has contracted with the Obligee to provide
_____, pursuant to contract of _____, 2019, (the
“Contractor”);

WHEREAS, pursuant to the Contract, the Principal is required to provide to Obligee a
guarantee for the full and faithful performance by Principal of the Obligations imposed by this
contract.

NOW, THEREFORE, the conditions of this Bond are such, that if the above bounded
Principal shall in all respects comply with the terms and conditions of the Contract and
principal’s obligations thereunder, and shall indemnify and save harmless the said Obligee
against or from all costs, expense, damage, injury, or loss to which the said Obligee may be
subjected by reason of any wrongdoing, misconduct, want or care of skill, negligence or default
on the part of said Principal, its agents or employees, in the performance of the Contract, then
this Bond shall be void, otherwise to remain in full force in effect.

This Bond shall remain in full force and effect for a period commencing upon the
effective date of the Contract and ending one (1) year after termination or expiration of the
Contract. All suits at law or in equity to recover on this Bond must be instituted within twelve
(12) months after the expiration of the Bond as referred to hereinabove.

IN WITNESS WHEREOF, the said _____,
As Principal herein has caused these presents to be signed in its name by _____
_____, it’s President or Vice President and attested by
_____, its Secretary or Assistant Secretary under its
Corporate Seal, and the said _____, as
Surety herein has caused these presents to be signed in its name by _____
_____, its Attorney-in-Fact, and its Corporate Seal duly
attached by _____, it’s Attorney-in-Fact,
hereunto affixed this day of _____, in the year 2019.

ATTEST

CONTRACTOR

BY: _____

_____ BY: _____

TITLE

(SEAL)

ATTEST:

BY: _____

TITLE

(SEAL)

BY: _____

SURETY

BY:

ATTORNEY-IN-FACT

BY _____

Registered Florida
Agent for Surety

Approved as to form and sufficiency
By City Attorney on behalf of the
Obligee City this _____ day of
_____, 2019.

BY: _____

Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney, by
David M. Wolpin, Esq.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-			-	

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

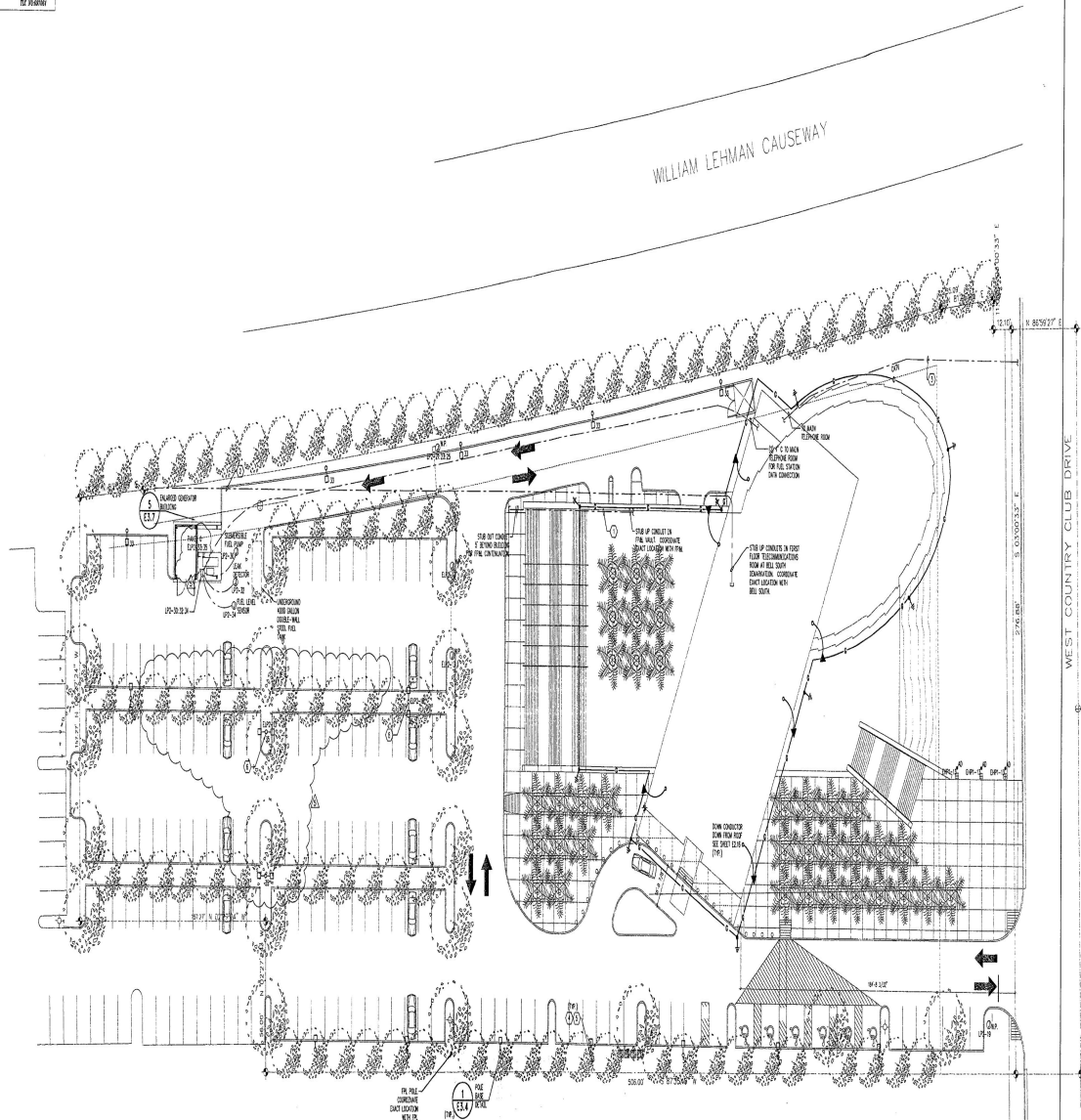
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



1. ALL SITE FEATURES SHALL BE ASSOCIATED FROM PANEL "CHPT"
VIA LOP UNLESS OTHERWISE NOTED.

① FPL PRIMARY SHALL BE (4) 5" CONDUITS. LOOSE CONDUIT SHALL BE PROVIDED BY FPL AT THE FPL LOCATION DESIGNATED. THE CONTRACTOR SHALL TRENCH, INSTALL, THE CONDUIT, SADDLE, AND CONNECT. THE CONTRACTOR SHALL CLEAN AND VERIFY CONDITION OF CONDUIT AFTER INSTALLATION. POLE TO PROPORTION LINE.

2. BELLSOUTH CONDUIT SHALL BE (3) 4" CONDUIT AND BY CONTRACTOR ROUTE TO BELLSOUTH MANHOLE AT PROPERTY LINE.
3. CCHT CONDUIT SHALL BE (3) 2" CONDUIT AND BY CONTRACTOR ROUTE TO PROPERTY LINE.
4. SITE LIGHTING CONDUIT SHALL BE 1" AND CONDUITS SHALL BE JOE KROMAN.
5. ALL FEATURES SHALL BE TYPE "SLA" UNLESS OTHERWISE NOTED.
6. PROVIDE 1" CONDUIT FROM CAMERA ON POLE TO THIRD FLOOR RECEPTION ROOM. COORDINATE CAMERA MOUNTING WITH CHARTER'S SIGN SET.

AVENTURA GOVERNMENT CENTER
100% CONSTRUCTION DOCUMENTS

M Michael A. Shiff
and Associates, Incorporated
Architect / Interiors / Cost Estimating / Graphic Design
100 East Las Olas
P.O. Lauderdale, Florida 33301 (305) 462-2800
Circle 200

ARQUITECTONICA
5500 District Avenue, Suite 200, Miami, FL 33131
Telephone: (305) 432-1827 Telex: (305) 232-1175

STRUCTURAL ENGINEERS -
LAKDAS/YOHALEM ENGINEERING INC.
2010 NE 54 Street, Fort Lauderdale, Florida 33308
Telephone: 954/777-0630

MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS -
TILDEN, LOBITZ, COOPER
730 East Broward Boulevard, Suite 201, Fort Lauderdale, Florida 33301
Telephone: 954/943-8520

CIVIL ENGINEERS -
CARNAHAN-PROCTOR AND ASSOCIATES, INC.
6750 West Atlantic Boulevard, Margate, Florida 33068
Telephone 354-577-3858

LANDSCAPE ARCHITECT -
SAVINO & MILLER DESIGN STUDIO
4074 Dixie Avenue, #118, Miami Beach, Florida 33141
Telephone 305-538-8852

SITE PLAN
ELECTRICAL

SCALE: 1" = 20'

DATE 12/10/9

REVISION:
 WARNING: 1 - 06-23

ADDENDUM #3 - 04-13

4 FUEL TANK REV - 05-

A	GENERAL REVISIONS -

SHEET:	
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E42

El.	
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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CONTINGENCY FUNDS IN AN AMOUNT NOT TO EXCEED \$88,941.54, PAYABLE TO KILOWATT ELECTRIC COMPANY, FOR THE REPAIR OF LIFT STATION NO. 11; IN AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL SINGLE VENDOR PURCHASING THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

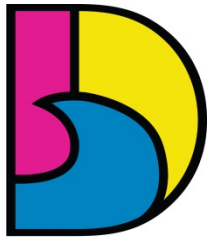
Fund:

Fiscal Impact/Cost Summary

.

Exhibits Attached

C-MEMO-CONTNCYFUNDS-REPR-LS11-082322 (002), R-2022- Kilowatt Electric Company Authorizing Use of Contingency Funds and to Exceed \$25K for Repair of Lift Station 11, QUOTE-KILOWATT ELECTRIC COMPANY LIFTSTATION NO. 11 REPAIR



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO USE CONTINGENCY FUNDS FOR A LIFT STATION NO. 11
REPAIR WITH KILOWATT ELECTRIC COMPANY**

Request

The Public Services Department (PSD) is requesting authorization to use the contingency funds in the amount of \$88,941.54 for replacing the wires running from the electric pole to sewer Lift Station No.11 with Kilowatt Electric Company.

Background

Sewage lift stations are used to pump sewage from a lower to a higher elevation, particularly where the source's elevation is insufficient to use gravity generated flow. PSD currently uses sanitary pumps in its 17 lift stations located throughout the eastern section of the city.

Lift Station No. 11 has been experiencing power surges; therefore, PSD contacted FPL to replace the transformer and to restore its power. Upon FPL's inspection, they noticed that the wires did not provide the appropriate power transmission from Lift Station No. 11 to the power box, which is located at the bottom of the FPL pole. PSD installed a temporary bypass pump and contacted Kilowatt Electric Company for a quote to do the necessary wiring placement for Lift Station No.11. If the old wire cannot be removed or if the conduit is damaged, a directional bore will be needed to install a conduit and run the wire through it. Kilowatt Electric Company quoted \$88,941.54, which included \$20,000 for a directional bore cost (if required).

Budgetary Impact

Funding in the amount of \$88,941.54 for lift station no 11 repairs is being requested from the Sewer Utility Collection/Repair and Maintenance Account No. 402-35-02-535-46-70.

Upon the approval of this resolution, a budget transfer from the Sewer Utility Collection Other Uses Contingency Account No. 402-35-02-535-99-10 in the amount of \$68,941.54 will be transferred into the Sewer Utility Collection/Repair and Maintenance Account No. 402-35-02-535-46-70 to cover the cost of this repair, and up to an additional \$20,000 may be transferred based upon conditions discovered during the repair.

\continued...



**AUTHORIZATION TO USE CONTINGENCY FUNDS FOR A LIFT STATION
NO. 11 REPAIR WITH KILOWATT ELECTRIC COMPANY**

Recommendation

PSD recommends the City Commission's authorization to use Sewer Utility Collection Contingency funds in the amount of \$88,941.54.

RESOLUTION NO. 2022-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CONTINGENCY FUNDS IN AN AMOUNT NOT TO EXCEED \$88,941.54, PAYABLE TO KILOWATT ELECTRIC COMPANY, FOR THE REPAIR OF LIFT STATION NO. 11; IN AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL SINGLE VENDOR PURCHASING THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sewage lift stations are used to pump sewage from a lower to higher elevation, particularly where the source's elevation is insufficient for gravity flow; and

WHEREAS, Lift Station No. 11 has been experiencing power surges, requiring that the Public Services Department ("PSD") requested that Florida Power & Light ("FPL") replace the transformer and restore its power; and

WHEREAS, FPL's inspection identified that the wires connecting the station to the power box did not transmit the appropriate power across the two hardware components; and

WHEREAS, PSD sought pricing for this substantial and specialized task from Kilowatt Electric Company, a contractor currently engaged in a service contract with the City for this type of work; and

WHEREAS, Kilowatt Electric Company will replace damaged wires and may need to perform underground boring to install the conduit at a cost not to exceed \$88,941.54, which includes \$20,000.00 for the possible directional boring work; and

WHEREAS, the total amount of services provided by Kilowatt Electric Company for fiscal year 2022-2023 will exceed the \$25,000.00 annual purchasing threshold for a single vendor and, therefore, requires City Commission approval;

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 Commission authorizes the use of Contingency Funds in an amount not to exceed \$88,941.54 and also provides authorization to exceed the annual amount of \$25,000.00 purchase threshold for a single vendor for fiscal year 2022-2023.

Section 3. That upon the approval of this Resolution a budget transfer from the Sewer Utility Collection Other Uses Contingency Account No. 402-35-02-535-99-10 in the amount of \$68,941.54 will be transferred into the Sewer Utility Collection/Repair and Maintenance Account No. 402-35-02-535-46-70 to cover the cost of this repair, and up to an additional \$20,000.00 may be transferred based upon conditions discovered during the repair.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

**Address:**

1700 NW 22nd Ave
Pompano Beach, FL 33069

Contact Information:

Ph: 954-975-8200
E: kec@kilowatt-electric.com

Website:

www.kilowatt-electric.com

License Number:

EC-13001961

CUSTOMER

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

SERVICE LOCATION

Lift station
1700 Northeast 7th Avenue
Dania Beach, FL, 33004

ESTIMATE #

41769

DATE

06/16/2022

PO #**EXPIRATION**

06/30/2022

DESCRIPTION

CHECKED LIFT STATION ON 6-14-22

Received emergency work order to proceed to Dania lift station #11. Spoke to Darren who informed me they have an FPL appointment for an electrician to check rotation before FPL will energize the wires. While waiting on-site for FPL, the Dania city worker Willis told me that FPL is not coming because they have a bad phase. Opened meter can and tested for power. No power at the meter can. Removed the meter and lowered the bypass bar, I then performed continuity tests and was reading continuity on everything. Went to the old transformer which is being used as a junction box and disconnected the 4 FPL wires. Repeated continuity tests and found momentary continuity between the brown and orange phase. Repeated this test 2 or 3 times with the same result. Taped off FPL wires in the transformer/ junction box and put a lock-out tag-out on the transformer/junction box. I took an approximate measurement of 280' but since these wires go underneath 7th Avenue, I have no idea how deep they are. I cannot verify that the 4" pipe is still good. I cannot verify if the wires are melted together in the pipe and are no good. I cannot verify if these wires can be removed.

THIS PRICE IS TO ATTEMPT TO PULL EXISTING SERVICE WIRES FROM EXISTING CONDUIT AND DISPOSE OF, VERIFY AND PROOF CONDUIT, SUPPLY AND INSTALL NEW QTY 4- 500MCM CU UP TO 300' AND TERMINATE. PRICE ASSUMES CONDUIT IS STILL USABLE, AND OLD WIRE IS REMOVABLE. IF OLD WIRE CAN NOT BE REMOVED OR CONDUIT IS DAMAGED NEW DIRECTIONAL BORE WILL BE NEEDED. DIRECTIONAL BORE ESTIMATE APPROX \$20,000.

Estimate**Description****Qty****Rate****Tax****Total****Total**

1.00

\$68,941.54

\$0.00

\$68,941.54

Estimate Total:

\$68,941.54

CUSTOMER MESSAGE

**This proposal is based upon quoted material prices good until the Proposal Valid Thru date. Due to fluctuation in material pricing, this proposal is an estimated cost only after that date. Upon finalization and acceptance of said contract a final proposal will be submitted with actual pricing at the time. Price is subject to change due to the volatility of the commodity market. Kilowatt shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

**PERMITS, PHOTOMETRIC, ENGINEERING, BORES, LAYOUTS, ASPHALT REPAIR, DRYWALL REPAIR, CONCRETE REPAIR, PAINTING, STAKE OUT, SURVEYS, BONDS, MOT, EROSION CONTROL, REMOVAL & RESTORATION OF SOD, LANDSCAPING, PAVERS, FENCING, IRRIGATION, FIRE ALARM, AUDIO WIRING, LIGHTNING PROTECTION, AND IRRIGATION REPAIR ARE NOT INCLUDED IN THIS PRICE.

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above. All legal fees needed for collection are at customers' expense.

**All stake outs to be done by others, this contractor assumes no liability for unmarked utilities damaged by excavation. We use a rapid trench technique and supply a rough backfill only. We are not responsible for any landscape restoration. Proposal does not include picking up any FP&L material. Site must be within 2" of finished grade or vertical grades stakes must be supplied. Permit costs not included.

*We accept Visa, Mastercard, American Express, checks, and ACH transfers.

*All credit card payments are subject up to a 3% processing fee.

Approval Signature: _____

Print Name: _____

Date: _____

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 WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF MIAMI GARDENS CONTRACT, UNDER THE TERMS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ITB NO. 21-22-008, "SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT", VALID APRIL 13, 2022 THROUGH APRIL 12, 2025, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF \$25,000.00 FOR EACH YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

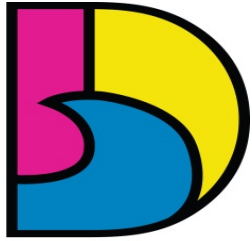
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-METROEXPRSS-ITB-PIGGYBCK-082322revFJR, R-2022- Metro Express, Inc. Agreement for Sidewalk Replacement and Installation (Piggyback Miami Gardens) and to Exceed \$25K, METRO EXPRESS_ ITB No. 21-22-008, Notice fo Award-ITB) No. 21-22-008 Sidewalk Replacement Annual Contract_ Metro Express (Primary), Letter for Piggyback_MG21-22-008_DANIA BEACH



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: **APPROVAL TO WAIVE FORMAL BIDDING FOR SIDEWALK REPAIRS UTILIZING THE CITY OF MIAMI GARDENS CONTACT ITB# 21-22-008 WITH METRO EXPRESS, INC. AND TO EXCEED THE CITY'S \$25,000 VENDOR THRESHOLD**

Request

The Public Services Department (PSD) is requesting approval of a resolution to waive the formal bid process and to utilize the City of Miami Gardens BID ITB No. 21-22-008 "Sidewalk Replacement and Installation Annual Contract" with Metro Express, Inc. and exceed the City's \$25,000 vendor threshold.

Background

The City has the ongoing need to repair and replace public sidewalks, curbs, gutters, resurface and repair roadways and undertake other related activities in the public right-of-way. Over the past year, the City repaired hundreds of linear feet of sidewalks and curb/gutter by addressing locations identified by our proactive inspections as well as residents' complaint reports and other sources of reporting concerning required concrete repairs.

The City has been utilizing Metro Express, Inc. for sidewalk improvements since 2010, and staff are pleased with their performance. In efforts to continue using this vendor through the best available pricing, the City obtained the City of Miami Gardens Contract ITB No. 21-22-008 that was awarded to Metro Express, Inc. on April 13, 2022. As the pricing in this contract was competitively bid it is highly favorable to the City.

The City's charter and procurement policy state that the City may utilize a contract awarded by another governmental entity, so long as such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months. The policy also provides that the City may use a contract outside of the eighteen (18) month period, subject to the same conditions as the original bid.

Budgetary impact

That all purchases with Metro Express Inc. shall be subject to and made within the respective Departments' approved annual budget appropriations and will exceed the annual \$25,000.00 threshold each fiscal year the contract is in place.

/continued.....



RE: APPROVAL TO WAIVE FORMAL BIDDING FOR SIDEWALK REPAIRS UTILIZING THE CITY OF MIAMI GARDENS CONTACT ITB# 21-22-008 WITH METRO EXPRESS, INC. AND TO EXCEED THE CITY'S \$25,000 VENDOR THRESHOLD

Recommendation

Approve a resolution to waive the formal bid process for the procurement of sidewalk repair services from Metro Express, Inc. and exceed the City's \$25,000 vendor threshold using City of Miami Gardens Invitation to Bid No. 21-22-008.

RESOLUTION NO. 2022-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF MIAMI GARDENS CONTRACT, UNDER THE TERMS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ITB NO. 21-22-008, "SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT", VALID APRIL 13, 2022 THROUGH APRIL 12, 2025, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF \$25,000.00 FOR EACH YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/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 Public Services Department is called upon to repair hundreds of linear feet of sidewalk and curb/gutter annually as part of its day-to-day maintenance activities; and

WHEREAS, the City is requesting an approval of the City of Miami Gardens Contract with Metro Express, Inc., for "Sidewalk Replacement and Installation Annual Contract" valid April 13, 2022, through April 12, 2025, under the terms of the Southeast Florida Governmental Cooperative Invitation to Bid Contract No. ITB 21-22-008, which provides for two (2) one (1) year renewal options, subject to approval of both the City of Miami Gardens and Metro Express Inc.; and

WHEREAS, the City of Miami Gardens will proceed with the Agreement with an option of two (2) one (1) year renewals with no increase in cost; and

WHEREAS, City Administration recommends executing an Agreement with Metro Express, Inc. to provide sidewalk replacement and repair services; and

WHEREAS, Metro Express, Inc. expenditures are anticipated to exceed the City vendor threshold of Twenty-Five Thousand Dollars (\$25,000.00).

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

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

Section 2. That the proper City officials are authorized to execute an Agreement with Metro Express Inc., for sidewalk replacement and installation, a copy of which Agreement is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 3. That all Departments’ purchases for Metro Express Inc. shall be subject to and made within the respective Departments’ approved annual budget appropriations and will exceed the annual fiscal year vendor threshold of \$25,000.00 each year the contract is in place.

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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND METRO EXPRESS, INC., A FLORIDA CORPORATION, FOR
SIDEWALK REPLACEMENT AND INSTALLATION SERVICES,
UNDER THE SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP ITB NO. 21-22-008**

This is an Agreement ("Agreement") dated _____, 2022, 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 Metro Express, Inc., a Florida corporation ("Contractor"), with its principal mailing address of 9390 Northwest 109 Street, Medley, Florida 33178.

In consideration of the mutual covenants, terms and conditions contained in this Renewal, 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 agreement, and any amendment(s) to it, under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 21-22-008, between the Contractor and with the City of Miami Gardens as lead agency, copies of which contract award, updated price sheet and notice of award are attached as composite 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. The term of this Agreement shall be effective retroactively to April 13, 2022 through April 12, 2025. In addition, the City reserves the right to renew the Agreement for two (2) additional one (1) year extensions providing that both parties agree in writing that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager.
3. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
4. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
5. 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.
6. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
7. That in all other respects, the terms of Exhibit "A" 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:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

CONTRACTOR:

METRO EXPRESS, INC. a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2019

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 by _____, as _____ of Metro Express, 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 Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

INVITATION TO BID (ITB) NO. 21-22-008
SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT

BID PRICE SHEET -UPDATED

NAME OF COMPANY: Metro Express, Inc.

ALL LINE ITEMS MUST BE COMPLETED AND MUST REFLECT PRICING IN ACCORDANCE TO BID SHEET. FAILURE TO COMPLETE THIS BID FORM AS REQUESTED WILL RESULT IN BID REJECTION. FAILURE TO USE THE CITY'S PRICING SHEET PAGE AND PROVIDE COSTS AS REQUESTED IN THIS ITB MAY DEEM YOUR PROPOSAL NON-RESPONSIVE.

Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
1	Furnish all materials, labor & equipment to <u>Remove by saw-cut & Replace 4"</u> thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration- clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Sq. Yd.	60,000	\$ <u>36.00</u>	\$ <u>2,160,000.00</u>
2	Furnish all materials, labor & equipment to <u>Remove by saw-cut & Replace 6"</u> thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration- clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Sq. Yd.	20,000	\$ <u>43.25</u>	\$ <u>865,000.00</u>
3	Furnish all materials, labor & equipment <u>Install New 4"</u> thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Sq. Yd.	20,000	\$ <u>36.00</u>	\$ <u>720,000.00</u>



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
4	Furnish all materials, labor & equipment <u>Install New 6" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense</u>	Sq. Yd.	10,000	\$ <u>43.25</u>	\$ <u>432,500.00</u>
5	Furnish, Compact, & Install Lime Rock to min. 95% compaction to avoid settling. When elevation is too low. Fill any gaps between new sidewalk installation and existing elevation. Delivery ticket must be provided for payment	Cubic Yd.	500	\$ <u>15.00</u>	\$ <u>7,500.00</u>
6	Furnish all materials, labor & equipment to <u>Remove & Replace concrete Type "D" Curb</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	1,000	\$ <u>20.00</u>	\$ <u>20,000.00</u>
7	Furnish all materials, labor & equipment to <u>Install New concrete Type "D" Curb</u> including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) including fil. Damaged sod replaced at contractor's expense.	Linear Ft.	500	\$ <u>20.00</u>	\$ <u>10,000.00</u>



City of Miami Gardens

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Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
8	Furnish all materials, labor & equipment to <u>Remove & Replace concrete Type "F" Curb</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	1,000	\$ <u>20.00</u>	\$ <u>20,000.00</u>
9	Furnish all materials, labor & equipment to <u>Install New concrete Type "F" Curb</u> including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	500	\$ <u>20.00</u>	\$ <u>10,000.00</u>
10	Furnish all materials, labor & equipment to <u>Remove & Replace concrete "Valley-gutter"</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	600	\$ <u>20.00</u>	\$ <u>12,000.00</u>



City of Miami Gardens

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(305) 622-8000 FAX (305) 474-1285

Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
11	Furnish all materials, labor & equipment to <u>Install New concrete "Valley-gutter"</u> including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense.	Linear Ft.	600	\$ <u>20.00</u>	\$ <u>12,000.00</u>
12	Right-of- Way Survey (to establish property lines).	Linear Ft.	20,000	\$ <u>0.25</u>	\$ <u>5,000.00</u>
13	Tree Removal Dia. @ breast hgt. 4.5' above grade Cont. (Includes restoration – clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense.	13.a 0" to 8"	Each 6	\$ <u>50.00</u>	\$ <u>300.00</u>
		13.b 8" to 18"	Each 6	\$ <u>100.00</u>	\$ <u>600.00</u>
		13.c 18" to 30"	Each 4	\$ <u>250.00</u>	\$ <u>1,000.00</u>
		13.d 30" +	Each 2	\$ <u>450.00</u>	\$ <u>900.00</u>
14	Live Oak Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	5	\$ <u>600.00</u>	\$ <u>3,000.00</u>



City of Miami Gardens

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Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
15	Mahogany Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense	Each	4	\$ <u>600.00</u>	\$ <u>2,400.00</u>
16	Crape Myrtle Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	5	\$ <u>600.00</u>	\$ <u>3,000.00</u>
17	Curb Cuts (includes restoration).	Each	40	\$ <u>5.00</u>	\$ <u>200.00</u>
18	Furnish all materials, labor & equipment to Relocate 4' to 6' Chain Link Fence (includes restoration). Damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	300	\$ <u>10.00</u>	\$ <u>3,000.00</u>
19	Furnish all materials, labor & equipment to Install New 4' Chain Link Fence, disposal of existing fence (includes restoration) damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	300	\$ <u>10.00</u>	\$ <u>3,000.00</u>
20	Furnish all materials, labor & equipment to construct 1.5" Type III Asphaltic Concrete surface including Tack Coat to repair existing driveway approaches. Damaged areas during installation replaced at Contractor's expense.	Sq. Yd.	3,000	\$ <u>9.00</u>	\$ <u>27,000.00</u>



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
21	Furnish all materials, labor & equipment to place Detectable Warning Surface for pedestrian crossings/ <u>cast-in-place</u> type/yellow.	Sq. Ft.	800	\$ <u>25.00</u>	\$ <u>20,000.00</u>
22	Furnish all materials, labor & equipment to Relocate PVC Lines – up to 2" inch diameter.	Linear Ft.	200	\$ <u>5.00</u>	\$ <u>1,000.00</u>
23	Furnish all materials, labor & equipment to Install new PVC Lines Sch. 40 up to 2" inch diameter.	Linear Ft.	100	\$ <u>5.00</u>	\$ <u>500.00</u>
24	Furnish all materials, labor & equipment to Install new Irrigation Heads (4" pop-up head w/max 15' spray radius).	Each	20	\$ <u>25.00</u>	\$ <u>500.00</u>
25	Furnish & install new single post signs, ex. No Parking	Each	20	\$ <u>250.00</u>	\$ <u>5,000.00</u>
26	Furnish all materials, labor & equipment to Relocate/reset existing Signs.	Each	20	\$ <u>25.00</u>	\$ <u>500.00</u>
27	Furnish all materials, labor & equipment to adjust manhole.	Each	10	\$ <u>50.00</u>	\$ <u>500.00</u>
28	Furnish all materials, labor & Equipment to adjust water valve box	Each	10	\$ <u>50.00</u>	\$ <u>500.00</u>
29	Install concrete water meter boxes to replace existing broken boxes in sidewalk slabs being replaced.	Each	20	\$ <u>100.00</u>	\$ <u>2,000.00</u>



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Item	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Price per UOM	Estimated Total Quantity
30	Furnish all materials, labor & equipment to Pressure clean Brick Pavers & Paver Blocks.	Sq. Ft.	500	\$ 0.50	\$ 250.00
31	Relocation of existing mail boxes to meet post office standards.	Each	10	\$ 75.00	\$ 750.00
32	Furnish all materials, labor & equipment to Pressure clean Concrete Sidewalks.	Sq. Ft.	3,000	\$ 0.50	\$ 1,500.00
33	Remove concrete or asphalt paving in City ROW	Sq. Yd.	400	\$ 4.50	\$ 1,800.00
34	Furnish all materials, labor & equipment to install St. Augustine "Floritam" or Bahia sod on areas authorized by City. (includes grading, clearing, grubbing & disposal of material) This item is <u>not</u> for Damaged areas during installation by Contractor.	Sq. Ft.	6,000	\$ 0.80	\$ 4,800.00
35	Re-grading swales to V-shape with center 6" to 12" below adjacent grades and installation of new St, Augustine "Floritam" (if irrigation is present) or bahia sod (no irrigation present).	Sq. Ft.	5,000	\$ 1.00	\$ 5,000.00
36	<u>12" Root Bio Barrier</u> with root pruning	Linear Ft.	500	\$ 4.00	\$ 2,000.00
<u>ESTIMATED ANNUAL TOTAL LINE ITEMS NO. 1 – 36 BID PRICE (SUM OF TOTAL PRICE)</u>				\$ 4,365,000.00	



City of Miami Gardens

Rodney Harris
Mayor

April 14, 2022

Reggie Leon
Vice Mayor

Delio A. Trasobares, President
Metro Express, Inc.
9390 NW 109 Street
Medley, FL 33178
angel@metroexpresscorp.com

Shannon Campbell
Council Member

Shannan Ighodaro
Council Member

RE: Notice of Award- Invitation to Bid (ITB) No. 21-22-008 Sidewalk Replacement Annual Contract (*Primary*)

Linda Julien
Council Member

NOTICE OF AWARD

Robert Stephens III
Council Member

This is to confirm that the City of Miami Gardens City Council at its meeting held on April 13, 2022, accepted your proposal response for the above referenced solicitation.

Katrina Wilson
Council Member

The award of this contract is in accordance with the terms and conditions of the referenced solicitation specifications; contingent upon the receipt of the proper insurance documentation.

Cameron D. Benson
City Manager

A copy of this Notice with a copy of your solicitation response, including all terms and conditions, is being forwarded to the Using Agency.

Mario Bataille, CMC
City Clerk

Thank you for your interest in doing business with the City of Miami Gardens. If you have any questions please do not hesitate to contact me at (305) 622-8000, Ext. 2489.

Sonja K. Dickens
City Attorney

Sincerely,

Latora Francis, Sr. Procurement Officer



Latora Francis, Sr. Procurement Officer
Office of Procurement Management

METRO EXPRESS, INC.

**STATE WIDE GENERAL & ENGINEERING CONTRACTORS
CGCO50965- E-201301**

City of Dania Beach
Public Services Department
100 W. Dania Beach Blvd
Dania Beach, FL 33004

Re: Piggyback off Contract with City of Miami Gardens ITB 21-22-008

Attn: Fernando Rodriguez, Director

Dear Mr. Rodriguez,

With this letter we would like to extend/honor the contract prices for SIDEWALK REPLACEMENT AND INSTALLATION ITB No. 21-22-008 to the City of Dania Beach.

Contract was awarded to us by City of Miami Gardens on 04/14/22 and will be valid to 04/12/27.

You may piggyback off this contract in order to do improvements within your city.

Be mindful this contract is for Sidewalk Replacement and/or Curbs and ADA Ramps and there is a minimum requirement of 500 SF of sidewalk to be installed within a ¼ mile. This is not a single flag repair contract.

We look forward to doing business with you.

Sincerely,

Delio Trasobares
President

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL SECOND FLOOR RENOVATION PROJECT CONTINGENCY AMOUNT BY AN ADDITIONAL SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND SEVENTY CENTS (\$74,123.70), CHANGING THE CURRENT CONTRACT AMOUNT TO SEVEN HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND TWO CENTS (\$756,593.02); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

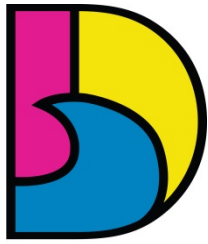
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-WESTWING-CHGORDER-082322revFJR, R-2022- City Hall West Wing Renovation Project (S3S Construction) Contingency Increase Change Order, CPR#18 Bulletproof Doors and Windows signed (002), R-2022-053 West Wing Renovation Project Contingency Increase exe (4), R-2022-097 S3S Construction West Wing Renovation Project Conting (1)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

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: APPROVAL OF A "CITY HALL SECOND FLOOR RENOVATION PROJECT" CHANGE ORDER

Request

The Public Services Department (PSD) is requesting approval of a Change Order in the amount of \$74,123.70 for the "City Hall Second Floor Renovation Project" with S3S Construction, Inc. (S3S)

Background

The City Hall Second Floor Renovation Project has been in the discussion and planning stage since the late 2020's. Its aim is two-fold: (1) to make the second floor of City Hall fully compliant with the Americans with Disabilities Act (ADA); and (2) to transform a space that has been used primarily for storage for over a decade into a usable and an efficiently laid out office space. More specifically, the west wing section of City Hall is being planned for the elected officials and a city department's future office space.

During the final stages of the construction, an inspection was completed, and it was determined that the below changes are required before the project is completed:

- a) Bullet proofing of main entrance, main exit, and HR entrance doors
- b) Bullet proofing of windows looking into the atrium
- c) Resurfacing stairs for safety and beautification
- d) Accordion door to prevent conflict with surrounding equipment

The total cost to complete the above items is \$74,123.70. In early 2022, the Commission approved a request for additional funding for this project to address unforeseen contingencies in the amount of \$109,600 via Resolution 2022-053 and \$24,869.32 via Resolution 2022-097, which increased the total contract amount to \$682,469.32. Unfortunately, that amount turned out to be insufficient to cover all the additional safety related work requested ("a" through "d" above). Therefore, with the current Change Order request in the amount of \$74,123.70, the contract total amount will increase to a total of \$756,593.02.

Budgetary Impact

The cost of this Change Order will be funded from the Capital Project fund 301-18-00-519-62-10 via an appropriation of Administrative Impact Fees, transferred to the project account in the amount not to exceed \$74,123.70.

\continued...



APPROVAL OF A "CITY HALL SECOND FLOOR RENOVATION PROJECT" CHANGE ORDER

Recommendation

PSD recommends approval of a Change Order in the amount of \$74,123.70 for the needed changes.

RESOLUTION NO. 2022-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL SECOND FLOOR RENOVATION PROJECT CONTINGENCY AMOUNT BY AN ADDITIONAL SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND SEVENTY CENTS (\$74,123.70), CHANGING THE CURRENT CONTRACT AMOUNT TO SEVEN HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND TWO CENTS (\$756,593.02); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the two-pronged aim of the City Hall West Wing Renovation Project is to achieve full compliance with the American with Disabilities Act (ADA) requirements and create office space for the elected officials and one small-sized city department; and

WHEREAS, based on these unforeseen situations, a request for increasing the project's contingency amount by \$109,600.00 and the additional change order in the amount of \$24,869.32 were previously authorized by the City Commission via Resolution No. 2202-053 and Resolution No. 2022-097; and

WHEREAS, during the walk through of the project, the installation of bullet proof doors and windows located at the main entrance, main exit, the Human Resources Department entrance doors, and windows looking into the atrium were requested along with the addition of an accordion door as well as the resurfacing of stairs for both safety and aesthetic purposes; and

WHEREAS, requested changes mentioned above will cost an additional \$74,123.70;

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

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

Section 2. That the City Commission authorizes the proper City Official's approval of a Contingency Fund increase in the amount not to exceed \$74,123.70, which changes the current contract amount to \$756,593.02.

Section 3. That funding will be funded to the Capital Projects Fund Account 301-18-00-519-62-10 via an appropriation of Administrative Impact fees, transferred to the project account.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY



Change Proposal Request (CPR)

Project Information	
Project #	210121
Title	City Hall Second Floor Renovation
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	

Change Proposal Request	
Contract #	001
CPR #	18
Issue Date	25-Jul-2022
Subject	Bulletproof Doors & Windows, Stairs

Prime Contract Company	
Contact	Kevin Maragh
Company	S3S Construction, Inc.
Address	7320 Griffin Road Suite 222
City, State, Zip	Davie, FL 33314
Country	United States
Phone	(954) 859-5661
Fax	(954) 859-5663

Owner	
Contact	Dincer Akin Ozaydin
Company	City of Dania Beach
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	
Phone	954-924-6800
Fax	

Description of the proposed change:

This CPR is in reference to an Owner requested change to furnish and install the following items, including the cost to demo, prep and re-finish the affected areas:

1. Furnish and install (2) bulletproof storefront doors. One at the main entrance to the new West Wing offices and the other at the entry to the HR department.
2. Furnish and install (1) bulletproof flush panel exterior door at the south emergency exit.
3. Furnish and install (5) bulletproof glass window panels at the Reception Admin area.
4. Furnish and install (1) accordion door at the HR file/storage room.

The Work is limited to the doors and windows replacement and minor repairs only. No additional structural reinforcement to any of the openings or walls is included. The existing partition walls at the entrance to the new West Wing offices shall remain as is, no additional work. By signing this CPR/CO, the client accepts the manufacturer's terms, conditions, qualifications, and exclusions shown on the attached proposals. It is the understanding of S3S Construction that the selected doors and windows were not reviewed by the engineer or Architect of records for code compliance. Therefore, the Client further releases S3S Construction from all liabilities relating to building code compliance, ADA compliance, egress, and any other short and long-term failures by any of the listed products.

5. Resurface the existing west wing staircase with epoxy paint.

Net Amount of this Proposed Change:

\$74,123.70

The Contract time due to this Change Proposal Request has increased by 50 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

Response: ☐ Accept ☐ Do Not Accept

S3S Construction, Inc.
Company

City of Dania Beach
Company

By

Date

By

Date



Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Bulletproof Doors (3) units	1	LS	21,500.00	21,500.00
2	Bulletproof Windows	1	LS	21,042.00	21,042.00
3	Storefront Door Hardware	3	EA	1,200.00	3,600.00
4	Accordion Door at File Room	1	LS	1,200.00	1,200.00
5	Finishes: Drywall patch and paint	1	LS	1,400.00	1,400.00
6	Demolition and Prep	1	LS	1,600.00	1,600.00
7	Resurface stairs with Epoxy Paint	1	LS	7,900.00	7,900.00
8	Field General Conditions	1	LS	4,467.36	4,467.36
9	GC Overhead & Profit	1	LS	9,046.40	9,046.40
10	Payment and Performance Bond	1	LS	2,367.94	2,367.94

Subtotal = \$74,123.70

Tax = \$0.00

Total = \$74,123.70

12/24

RESOLUTION NO. 2022-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL WEST WING RENOVATION PROJECT'S CONTINGENCY AMOUNT BY AN ADDITIONAL ONE HUNDRED NINE THOUSAND SIX HUNDRED DOLLARS (\$109,600.00), CHANGING THE ORIGINAL CONTRACT AMOUNT TO A NOT TO EXCEED AMOUNT OF SIX HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS (\$657,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the two-pronged aim of the City Hall West Wing Renovation Project is to achieve full compliance with the American with Disabilities Act (ADA) requirements and create office space for the elected officials and one small-sized City department; and

WHEREAS, during the early stages of construction, S3S Construction, Inc. (S3S) discovered asbestos in the floor tiles, which required immediate removal and generated the project's first change order in the amount of Twenty-Four Thousand Nine Hundred Seventy-One Dollars and Seventy-Six Cents (\$24,971.76); and

WHEREAS, during the demolition work, the contractor identified safety deficiencies associated with further unforeseen conditions involving structural components in both the roof and the interior "bridge" passage structure; and

WHEREAS, the above referenced conditions identified resulted in a second and a third change order for the installation of structural beam and other support components totaling Seventeen Thousand Two Hundred Ninety-Seven Dollars and Forty-Three Cents (\$17,297.43) and Eight Thousand Five Hundred Forty-Two Dollars and Thirteen Cents (\$8,542.13), respectively; and

WHEREAS, after careful review and assessment, it was determined that the contingency amount allocated for this project is not enough to cover these unforeseen conditions and any future issues; and

WHEREAS, the need to address these unforeseen and safety related conditions call for an increase in the Project's contingency amount by One Hundred Nine Thousand Six Hundred Dollars (\$109,600.00) to address these change orders and provide for any additional contingencies that may need to be funded for the rest of the project;

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 Commission authorizes the proper City official's approval of a Contingency fund increase in the amount not to exceed One Hundred Nine Thousand Six Hundred Dollars (\$109,600.00), which changes the original not to exceed contract amount to Six Hundred Fifty-Seven Thousand Six Hundred Dollars (\$657,600.00).

Section 3. That funding will be provided by an appropriation of Administrative Impact Fees transferred to the project account.

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 March 22, 2022.

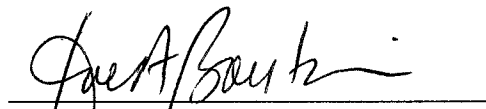
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTIS
CITY ATTORNEY

RESOLUTION NO. 2022-097

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE WEST WING RENOVATION PROJECT'S CONTINGENCY AMOUNT BY AN ADDITIONAL TWENTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND THIRTY-TWO CENTS (\$24,869.32), CHANGING THE CURRENT CONTRACT AMOUNT TO A NOT TO EXCEED SIX HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS AND THIRTY-TWO CENTS (\$682,469.32); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the two-pronged aim of the City Hall West Wing Renovation Project is to achieve full compliance with the American with Disabilities Act (ADA) requirements and create office space for the elected officials and one small-sized city department; and

WHEREAS, during the early and middle stages of construction, the Contractor, S3S Construction, discovered asbestos in the floor tiles, which required immediate removal, as well as structural component issues on the roof and interior "bridge" structures that required change orders totaling \$24,971.76; and

WHEREAS, based on these unforeseen situations, a request for increasing the project's contingency amount by \$109,600.00 was authorized in March 2022; and

WHEREAS, during the final stages of the project, some interior re-arrangement of items and electrical modifications need to be addressed as well as the installation of a window in one of the offices; and

WHEREAS, the tasks that are required to complete the project will cost \$24,869.32;

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 Commission authorizes the proper City official's approval of a Contingency Fund increase in the amount of \$24,869.32, which changes the current contract amount to a not to exceed amount of \$682,469.32.

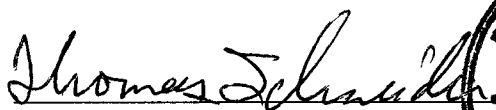
Section 3. That funding will be funded to the Capital Projects Fund Account 301-18-00-519-62-10 via an appropriation of Administrative Impact fees, transferred to the project account.

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

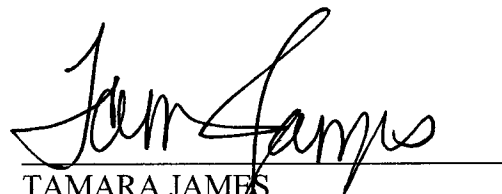
Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 28, 2022.

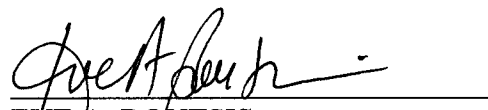
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY



Prime Contract Change Order (CO)

Project Information	
Project #	210121
Title	City Hall Second Floor Renovation
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	

Prime Contract Change Order	
Contract #	001
CO #	17
Issue Date	06-Jun-2022
Subject	Changes Requested by Owner

Owner/Customer	
Contact	Dincer Akin Ozaydin
Company	City of Dania Beach
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	
Phone	954-924-6800
Fax	

Prime Contract Company	
Contact	Kevin Maragh
Company	S3S Construction, Inc.
Address	7320 Griffin Road Suite 222
City, State, Zip	Davie, FL 33314
Country	United States
Phone	(954) 859-5661
Fax	(954) 859-5663

You are directed to make the following changes to this Contract:

CO # 17: Changes Requested by Owner

This CO has been generated following the on-site meeting with the PM and several department personnel on May 26th. The requested changes are:

1. Breakroom 204 – Remove cabinet sections to make way for a new refrigerator. Specs to be provided by City. Install the same cabinets into Office 224.
2. Relocate HR's copier to Office 224.
3. Eliminate cabinets in Copy Room 222 to make space for a new refrigerator
4. Office 207 – Make new exterior wall cut out for new window on the south wall +/-38"H x 111"W. Furnish and install new window.
5. Add new electrical circuits for refrigerators.
6. Add LV box and stub up at new copy location.
7. Install water lines for new refrigerators.
8. June 16th site meeting. Storage Room 210 - Relocate Door & Frame to hallway side.

All other terms and conditions of the Contract Documents shall remain in effect

Original Contract Price	\$548,000.00
Net change by previous Change Orders	\$109,600.00
Contract Amount Prior to this Change	\$657,600.00
Amount of this Change Order	\$24,869.32
Revised Contract Amount, including this Change Order	\$682,469.32

The Contract time due to this Change Order has increased by 40 Working Days

Response: ☐ Accept ☐ Do Not Accept

City of Dania Beach
Company

S3S Construction, Inc.
Company

By _____ Date _____

By _____ Date _____



Prime Contract Change Order (CO)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	CPR # 17: Cabinet and Countertop Modification and Re-installation	1	LS	3,536.00	3,536.00
2	CPR # 17: New Window Opening Cutout/Demo, Prep rough opening	1	LS	2,250.00	2,250.00
3	CPR # 17: Electrical Circuits / Outlets	1	LS	1,104.00	1,104.00
4	CPR # 17: Add Cabinet Backing at New Location	1	LS	650.00	650.00
5	CPR # 17: Manlift Rental for Wall Cutout and Window Installation	1	LS	1,800.00	1,800.00
6	CPR # 17: New Window and Installation	1	LS	3,792.59	3,792.59
7	CPR # 17: Finishes: Drywall, Stucco patch, and paint	1	LS	2,150.00	2,150.00
8	CPR # 17: Plumbing, install water lines for refrigerators	1	LS	1,060.00	1,060.00
9	CPR # 17: Field General Conditions	1	LS	1,307.41	1,307.41
10	CPR # 17: GC Overhead & Profit	1	LS	2,647.50	2,647.50
11	CPR # 17: Bond Fee	1	LS	669.82	669.82
12	CPR # 17: Permit Fee Allowance for revised drawings	1	LS	360.00	360.00
13	Storage Room Door Relocation	1	LS	3,542.00	3,542.00

Subtotal = \$24,869.32

Tax = \$0.00

Total = \$24,869.32

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 THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS, INCLUDING THE SOUTHWEST 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS, IN THE AMOUNT OF TWO MILLION SEVENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$2,076,875.50)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

.

Exhibits Attached

C-MEMO-ILA-AMEND-SW43TER-SURTAX-82322revFJR, R-2022- BC First Amendment to ILA for Surtax-Funded Municipal Transportation Projects for SW 43rd Terrace Drainage Improvement Project (DANI-019), DANI-019 - First Amendment (Final)



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2022

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: REQUEST TO APPROVE THE FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR TRANSPORTATION
SURTAX FUNDING FOR CONSTRUCTION AND CONSTRUCTION
MANAGEMENT SERVICES FOR THE SW 43RD TERRACE DRAINAGE
IMPROVEMENT PROJECT**

Request

The Public Services Department (PSD) requests approval of an amendment to the Interlocal Agreement with Broward County for Transportation Surtax funding for construction and construction management services for the SW 43rd Terrace Drainage Improvement Project.

Background

On May 24, 2022, the City Commission approved Resolution 2022-076, authorizing the City to enter into an Interlocal Agreement with Broward County for the Surtax-funded municipal transportation project, known as the SW 43rd Terrace Drainage Improvement Project to be implemented by the City and funded with Transportation Surtax funds in the amount of one million five hundred sixty-eight thousand six hundred twenty-five dollars (\$1,568,625.00).

On May 31, 2022, the City issued ITB 22-022 "SW 43 Terrace Stormwater Improvements," and three (3) bids were received on July 1, 2022. The lowest responsive bid, in the amount of two million two hundred ninety-seven thousand four hundred sixty-seven dollars and twenty cents (\$2,297,467.20), exceeds the project cost estimate and the surtax funds available.

Broward County agreed to increase the surtax funding to two million seventy-six thousand eight hundred seventy-five dollars and fifty cents (\$2,076,875.50). Accordingly, the amendment to Interlocal Agreement provides for the additional surtax funds.

\continued...



**RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR TRANSPORTATION SURTAX
FUNDING FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT
SERVICES FOR THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT**

Budgetary Impact

The City will receive an additional \$508,250.50 in surtax funding for the SW 43rd Terrace Drainage Improvement Project.

Recommendation

The Public Services Department recommends the City Commission approve the resolution to amend the interlocal agreement with Broward County for Transportation Surtax funding for the SW 43rd Terrace Drainage Improvement Project.

RESOLUTION NO. 2022-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS, INCLUDING THE SOUTHWEST 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS, IN THE AMOUNT OF TWO MILLION SEVENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$2,076,875.50); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily-permissible transportation expenditures; and

WHEREAS, on January 26, 2021, the City Commission approved Resolution No. 2021-012, entering into the Second Amended and Restated Interlocal Agreement Relating to Transportation Surtax Funds (ILA). The ILA describes the necessary process for entering into a project funding agreement with Broward County for this transportation penny tax-funded project; and

WHEREAS, on May 24, 2022, the City Commission approved Resolution No. 2022-076, authorizing the City to enter into an ILA with Broward County for the Surtax-funded municipal transportation project, known as the SW 43rd Terrace Drainage Improvement Project, to be implemented by the City and funded with Transportation Surtax funds in the amount of \$1,568,625.00; and

WHEREAS, Broward County increased Transportation Surtax funds by \$508,250.50 for the SW 43rd Terrace Drainage Improvement Project (DANI-019) to reflect the project cost increases, thereby requiring an amendment to the ILA;

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

Section 1. That the proper City officials are authorized to accept and execute the first amendment to the ILA with Broward County on behalf of the City in the amount of \$2,076,875.50, to fund the SW 43rd Terrace Drainage Improvement Project.

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS, SW 43 TERR., FROM SW 54 ST. TO SW 49 ST. (DANI-019)

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for Surtax-Funded Municipal Transportation Project for the construction of stormwater improvements to SW 43 Terrace from SW 54 St to SW 49th St, dated May 26, 2022 (the "Agreement"), which includes stormwater improvements—including but not limited to site preparation, earthwork, dewatering (as required), drainage installation and improvements, roadway and driveway restoration, planting, and tree removal/replacement—along SW 43 Terrace from SW 54th Street to SW 49th Street. (the "Project").

B. The Agreement expires by its terms on November 30, 2023.

C. The amount of surtax funds included in the Agreement are consistent with the cost estimate provided by the Municipality at the time the Agreement was prepared.

D. The surtax eligible construction costs received through the Municipality's construction bid for the Project are higher than the amount included in the Agreement but less than the amount of surtax funds allocated for the Project.

E. The Parties desire to increase the County surtax funding from the \$1,568,635.00 included in the Agreement to \$2,076,875.50, to reflect the surtax-eligible items from its selected contractor after it received the contractor's bid, which is less than the amount of surtax funds allocated for the Project.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The Funding Table within Article 5.4 Maximum Funding is amended as follows:

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of 5% contingency) and CEI Services	\$1,568,625.00 <u>\$2,076,875.50</u>
MAXIMUM FUNDING AMOUNT:	\$1,568,625.00 <u>\$2,076,875.50</u>

3. The Deliverables Table within the Funding Parameters Section of Exhibit B is amended as follows:

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverable 1: General Conditions – Start Demolition	\$392,156.25 <u>\$519,218.88</u>
Deliverable 2: SW 54th Street Demolition and Drainage	\$392,156.25 <u>\$519,218.88</u>
Deliverable 3: SW 43rd Terrace Demolition and Drainage	\$392,156.25 <u>\$519,218.88</u>
Deliverable 4: Restoration and Project Close Out	\$392,156.25 <u>\$519,218.88</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$1,568,625.00 <u>\$2,076,875.50</u>

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 hereof that are not contained in the Agreement as amended in this First 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.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

7. The effective date of this First Amendment shall be the date of complete execution by the Parties.

8. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and the CITY OF DANIA BEACH, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2022

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

By _____
Gavin Rynard (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/gpr
DANI-019 – First Amendment
7/15/2022
#22-114.01

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS, SW 43 TERR., FROM SW 54 ST. TO SW 49 ST. (DANI-019)

MUNICIPALITY

ATTEST:

CITY OF DANIA BEACH

TOWN CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Town Attorney

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”) FLORIDA COUNCIL 79 FOR THE TERM BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

.

Exhibits Attached

Memo 220801 AFSCME contract (Frank 8-2), R-2022- AFSCME Florida Council 79, Local 3535 Collective Bargaining Agreement 2022-2025, 220809 City 7-29-22 proposal summary (to AFSCME), R-2022- AFSCME Florida Council 79, Local 3535 Collective Bargaining Agreement 2022-2025 Attachment



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: August 9, 2022

TO: Honorable Mayor and Commission

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Linda Gonzalez, Human Resources and Risk Management Director

RE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE AFSCME FLORIDA COUNCIL 79 FOR THE TERM 10/1/22 TO 9/30/2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Request

The Human Resources Department (HR) requests approval of a resolution for the Commission to ratify the collective bargaining agreement, with an effective date of October 1, 2022, and ending September 30, 2025.

The terms of the new Collective Bargaining Agreement will allow the City Administration to remain competitive with wages and benefits in order recruit and retain the highest level of team member talent, in an extremely competitive job market.

Background

On July 29, 2022, the City and AFSCME's bargaining teams reach a tentative agreement for a new three (3) year collective bargaining agreement (CBA) starting October 1, 2022, and ending September 30, 2025. The contract was signed by the Union President on August 9, 2022, and the agreement will be submitted by AFSCME to their bargaining unit members for a ratification vote.

The CBA takes effect when ratified by a majority of the employee members of the bargaining unit through a ratification vote, and by a majority of the City Commission.

Budgetary Impact

The City Commission will be required to appropriate funds in the 2022-23, 2023-24, and 2024-25 budgets to cover costs for the wage increases and benefits provided in CBA.

A summary of key provisions of the proposed CBA are as set forth in the attached summary.

Recommendation

The City Administration recommends the Commission ratify the collective bargaining agreement.

RESOLUTION NO. 2022-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") FLORIDA COUNCIL 79 FOR THE TERM BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AFSCME Florida Council 79 ("AFSCME") represents full and part time City blue- and white-collar employees; and

WHEREAS, the City and AFSCME through negotiations have reached a tentative Collective Bargaining Agreement for the term October 1, 2022 through September 30, 2025; and

WHEREAS, the Agreement does not take effect until ratified by a majority of the bargaining unit employees and the City Commission; and

WHEREAS, the City Manager and her management bargaining team recommend this Agreement as being in the best interest of the employees and the City;

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

Section 1. That the above "Whereas" clauses are approved, made a part of and incorporated into this Resolution by this reference.

Section 2. That the Collective Bargaining Agreement attached hereto is ratified by the City Commission.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

July 29, 2022

CITY OF DANIA BEACH – PACKAGE PROPOSAL for AFSCME

ITEM	CITY PROPOSED BENEFITS
NEGOTIATED WAGE INCREASE	10/1/22 8.5% 10/1/23 7.0% 10/1/24 6%
NEW BENEFIT – 457 MATCH	Increase City match from 1.8% to 3% for all FRS employees and for all Pension employees, once they enter DROP
HEALTH INSURANCE	a) No increase to the Employee for health insurance for 22/23 and no percentage increase during the life of the next 3-year contract. b) City paid benefit for credit protection up to 1 million dollars for credit recovery services – effective 10/1 c) Voluntary Benefit for Pet Insurance through the ASPCA – effective 10/1
SICK TIME	Allow employees who leave in good standing to cash out 100% of sick (Current PPM benefit)
RELIGIOUS TIME	Allow employees to use 3 sick days as religious days each year (Current PPM benefit)
SPECIAL PAY PLAN	Allows employees age 55+ savings for sick and vacation time pay out (Current benefit for non-union employees)
FICA ALTERNATIVE PLAN	Allows part-timers to pay into a 401 plan instead of paying social security to secure another benefit (Current benefit for non-union employees)
INCREASE MAXIMUM OF RANGE 9.5%	Increase ranges by 9.5% Employees over the maximum of the range will receive a one-time flat payment on first pay period of each new Fiscal Year (Current PPM benefit)
30-MINUTE MEAL PERIOD	At the discretion of the individual Manager a flexible meal period may be taken (Current PPM benefit)
SUMMER CHILD-CARE DISCOUNT	Employees will receive a 25% discount for summer child-care services at City Parks- legal guardians, children (New Benefit)
FLOATING HOLIDAY	Add an additional day off for employees (New Benefit)

ADDITIONAL BENEFITS TO CONTINUE for AFSCME

1. Added **CITY PAID LIFE INSURANCE** was increased from \$50,000 to 2 times salary up to \$200,000
2. Added **CITY PAID LONG-TERM DISABILITY** Benefit for Employees
3. Added **3 TIERS OF HEALTH INSURANCE** to include Employee + 1 to help this group save money
4. Added **SECOND MEDICAL PLAN OPTION** for a High Deductible Health Plan with a **CITY PAID HEALTH SAVINGS ACCOUNT, (HSA)** \$700 for employee only and \$1,400 for family
5. Added **JUNETEENTH HOLIDAY**
6. Added **457 LOAN OPTION** to yourself administered by City
7. Added **RECRUITMENT INCENTIVE** for employee referrals
8. 2020 reduction in health care costs, 2021 reduction in health care costs, **2022 NO INCREASE FOR HEALTH INSURANCE, (MEDICAL, DENTAL, and VISION)**
9. Added **"OPT-OUT BENEFIT"** for health insurance for employees who have other health insurance, (\$4,000 benefit)
10. Added **TELEWORK POLICY** – allows employees through management discretion to work at home

Personnel Policy Manual

- City seeks parity so that all terms in the PPM that non-union employees receive will apply to Union employees. No reduction of benefits will be imposed during the term of this Agreement
- The Collective Bargaining Agreement will prevail in the event of a conflict with the PPM
- The PPM will prevail if the Collective Bargaining Agreement is silent
- City retains the right to make periodic updates to the PPM and the union, when appropriate can request impact bargaining. In addition, the Union, may submit recommendations for revisions or additions to the PPM. The union's recommendations shall be submitted in writing to the Chief Human Resources Officer. The CHRO, shall review all suggestions with the City Manager and in consultation Labor Counsel. The CHRO will advise and respond to the Union regarding recommendations made.

AFSCME contract language

- AFSCME contract agreement on 8/9/22

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANIA BEACH

AND

AFSCME FLORIDA COUNCIL 79, AFL-CIO
LOCAL 3535

Effective from 10/1/22
Through
September 30, 2025

Contents

PREAMBLE	4
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 RECOGNITION	6
ARTICLE 3 MANAGEMENT RIGHTS.....	7
ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL	8
ARTICLE 5 BARGAINING UNIT ROSTER.....	11
ARTICLE 6 UNION BULLETIN BOARD	12
ARTICLE 7 DUES CHECK OFF	13
ARTICLE 8 ON-BOARDING PROGRAM	14
ARTICLE 9 MEDICAL EXAMINATIONS	15
ARTICLE 10 WORKWEEK, BREAKS AND OVERTIME.....	16
ARTICLE 11 WORK RULES.....	19
ARTICLE 12 DISCIPLINE AND DISCHARGE.....	20
ARTICLE 13 GRIEVANCE PROCEDURES	22
ARTICLE 14 DISCIPLINARY APPEALS	26
ARTICLE 15 PAY RANGES.....	28
ARTICLE 16 RESERVED	29
ARTICLE 17 VACANCIES, TRANSFERS, RECLASSIFICATIONS	30
ARTICLE 18 WORKING OUT OF CLASSIFICATION	31
ARTICLE 19 UNIFORMS	32
ARTICLE 20 SAFETY- SEE PPM	33
ARTICLE 21 WORKERS COMPENSATION-SEE PPM	34
ARTICLE 22 GROUP INSURANCE.....	35
ARTICLE 23 SICK LEAVE-SEE PPM	36
ARTICLE 24 LEAVES OF ABSENCE SEE PPM.....	37
ARTICLE 26 BEREAVEMENT LEAVE-SEE PPM	38
ARTICLE 27 PERSONAL DAY- SEE PPM	39
ARTICLE 28 HOLIDAYS-SEE PPMARTICLE 29 VACATIONS-SEE PPM	40
ARTICLE 30 COMPENSATION FOR USE OF PERSONAL VEHICLE	42

ARTICLE 31	EDUCATIONAL INCENTIVE SEE PPM.....	43
ARTICLE 32	FLOATING HOLIDAY	44
ARTICLE 33	PENSION-RETIREE BENEFITS	45
ARTICLE 34	SENIORITY	46
ARTICLE 35	SAVINGS CLAUSE.....	48
ARTICLE 36	WAGES.....	49
ARTICLE 37	CROSS TRAINING.....	50
ARTICLE 38	LAY-OFF AND BUMPING.....	51
ARTICLE 39	PART-TIME EMPLOYEES.....	53
ARTICLE 40	DRUG FREE AND ALCOHOL-FREE WORKPLACE POLICY-SEE PPM.....	54
ARTICLE 41	PERSONNEL POLICY MANUAL	55
ARTICLE 42	LABOR MANAGEMENT COMMITTEE.....	56
ARTICLE 43	TERM OF AGREEMENT	57
	SIGNATURE PAGE	65

PREAMBLE

WHEREAS, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees of the City; and

WHEREAS, it is the intent and desire of the parties to this Agreement to work harmoniously and to promote and maintain efficient and cordial relations between the City of Dania Beach, hereafter known as the "Employer" or "City" and AFSCME Florida Council 79, AFL-CIO, Local 3535 hereafter known as the "Union"; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection, and comfort of the citizens of Dania Beach, Florida; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility and

NOW THEREFORE, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason hereof, the said parties hereby agree as follows.

ARTICLE 1 DEFINITIONS

- 1.1 UNION shall hereinafter mean (American Federation of State, County, and Municipal employees) AFSCME Florida Council 79, AFL-CIO, Local 3535; PERC Certificate 590.
- 1.2 CITY/EMPLOYER shall hereinafter mean the City of Dania Beach.
- 1.3 TERM OF AGREEMENT shall mean the duration of the contract as defined by beginning and ending dates.
- 1.4 PERSONNEL POLICY MANUAL or PPM refers to consolidated employment policies and procedures which are issued and administered under the City Manager's Charter authority. See Article 41.

ARTICLE 2 RECOGNITION

- 2.1 The City of Dania Beach hereby recognizes AFSCME Florida Council 79, AFL-CIO, Local 3535 as the exclusive Bargaining Agent for the employees employed in the job classifications set forth in Certification Number 590 as re-titled and as may be amended by PERC from time to time.
- 2.2 The City may temporarily assign tasks to a bargaining unit employee not specifically listed in an employee's job description provided employee safety is not compromised and the tasks do not require specialized training or certification.
- 2.3 A non-bargaining unit City employee may temporarily perform tasks normally assigned to a bargaining unit employee when, by way of example and not limitation:
 - a) there is a work backload or delay;
 - b) to reduce or avoid overtime;
 - c) there is a temporary reduction of the workforce;
 - d) there is an emergency situation;
 - e) for the purpose of instruction and/or training;
 - f) when the City EOC is activated.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 It is the right of City to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, evaluate employee performance, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Nothing in this Agreement is intended to limit the City's right to sub-contract bargaining unit work.

- 3.2 The City shall determine the number of work hours, shifts, pay rate and job assignments, locations of assignments, including the requirement to (and conditions of) telework.

ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL

- 4.1 The City recognize the Union's officers and three (3) City Employee stewards, designated by the Union, as agents of the Union. The Union shall furnish written notice to the City's Chief Human Resource Officer of the designated Union officers and stewards within three days of any change in designation is made. The City recognizes the right of the Union to designate one (1) chief steward from among the three (3) City Employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as Steward.
- 4.2 Union officials as designated above shall only be able to meet with City Employees in non-work areas (i.e., break areas) during non-work time. Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and /or security purposes.
- 4.3 One (1) Union Stewards may be granted time off during working hours and paid from the Union time pool or by the Union or by using the employee's accrued vacation or earned personnel days to engage in the following representative activities:
1. To attend a hearing related to a grievance and or arbitration.
 2. To accompany an employee at a meeting when the employee has a reasonable belief the employee is subject to disciplinary action.
 3. When an Employee is attending a pre-determination hearing.
 4. When participating in collective bargaining.
- 4.4 The CITY may reschedule the event if it interferes with productivity or manpower needs. However, the exercise of such right on the CITY'S part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner that deprives the Employee of his or her right of representation.
- 4.5 No Employee shall engage in Union business while on duty except as referenced herein. An Employee who violates the limitations on Union activity during working hours is subject to disciplinary action.

- 4.6 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.7 Donations of time to and use of the time pool will be administered by the City. Donations will be hour to hour and not based on an employee's hourly rate.
- 4.8 The Local Union representative or his appointed designee shall be permitted access to the City's premises that are not open to public access only by coordinating with and obtaining written response (email correspondence will suffice) of the Chief Human Resource Officer or Assistant City Manager.

UNION TIME POOL-FUNDING AND USE

- 4.9 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.10 Stewards shall prepare and provide to the City a Union Business time-out slip when use of pool time is being requested. The City process the request and maintain a record that shows the accumulated hours used against the Union time pool.
- 4.11 Employees may donate two (2) hours of vacation time to be set aside in a Union Time Pool and subsequently used to permit designated Union stewards to engage in the representative activities described in 4.3 above, outside Union conferences, and training.

- 4.12 Donated time shall be transferred from the participating Employee's accrued vacation (annual leave) bank once each year in October. during the repeat month of the initial transfer.
- 4.13 A donation to the time pool cannot be rescinded. Time Pool hours shall roll over from one year to the next.
- 4.14 Union time pool hours shall be classified as paid leave from work but shall not count as time worked for the purpose of calculating overtime.

ARTICLE 5 BARGAINING UNIT ROSTER

- 5.1 Upon written request of the President of AFSCME Council 79 on no more than a quarterly basis, the City of Dania Beach will provide it with personnel data from the bargaining unit database at no cost to the Union. The data will include employees' names, home addresses (unless exempt from public records production), work locations, and classification titles. This information will be prepared on the basis of the latest information available in the database at the time of the request. The list shall be in EXCEL format. Any other information may be requested through public records request.

ARTICLE 6 UNION BULLETIN BOARD

- 6.1. AFSCME will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of AFSCME. The City will furnish space for the bulletin board but shall have no control over the postings on the Board.
- 6.2. Bulletins shall contain nothing derogatory relating to the CITY, its elected officials, City employees, or supervisory personnel.
- 6.3. AFSCME will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the AFSCME bulletin board.

ARTICLE 7 DUES CHECK OFF

- 7.1 The City shall deduct dues from the wages of its employees upon written authorization of the employees of the Union. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues.
- 7.2 The Union will notify the City as to the amount of dues. Such notification to the City shall be in writing and from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of the change.
- 7.3 The amounts deducted pursuant to such authorization shall be payable to AFSCME Florida Council 79, AFL-CIO transmitted once each month to AFSCME Florida Council 79, AFL-CIO, 3064 Highland Oaks Terrace, Tallahassee, FL 32301, along with a list of names of employees from whom the deductions are made.
- 7.4 Authorization for such deductions shall be revocable thirty- (30) day after written notice to the City and to the Union by the employees involved.
- 7.5 The Union will indemnify and hold the City harmless against any and all claims, suits, orders, or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provision of this section.

ARTICLE 8 ON-BOARDING PROGRAM

- 8.1 The City will provide the union with a list of all new employees and their work locations within ten days of hire.
- 8.2 During City planned on-boarding program for new employees, the Union shall be given an opportunity to have one of its Local Representatives speak briefly (no more than ten minutes) to describe the Union, participation in negotiations, and general interest in representing employees.

ARTICLE 9 MEDICAL EXAMINATIONS

9.1 Annual medical examinations are as covered by the City's health insurance plan.

ARTICLE 10 WORKWEEK, BREAKS AND OVERTIME

10.1 Forty (40) hours in a seven (7) day work cycle shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours

10.2. Employees will be provided a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks each day. Employees may use break time for uninterrupted personal use. Employees may not save the use the two (2) fifteen-minute breaks for the end of the workday as such use interferes with the City's ability to serve the public during customary City business hours. With advance approval from their department managers, employees may occasionally flex their start and end time, provided it is not done on a daily basis and provided the grant of flex-time does not impact the workflow.

City may flex an employee's work schedule (start or end time) to avoid unplanned overtime in a work week, but not more than two (2) hours per work week and not more than ten (10) hours in any quarter of the Fiscal Year.

Example: Employee required to work an extra hour on Monday; City may direct the employee to work one less hour at the start or end of any remaining day in the work week.

10.3 Employees covered hereunder shall be paid time and one-half the regular rate for actual work performed in excess of forty (40) hours in a workweek. For purposes of computing eligibility for overtime compensation, the two (2) fifteen-minute breaks shall be considered as time worked. Only hours actually worked will count for overtime pay calculation. No form of leave is counted as hours worked. All overtime shall be paid and no accrue of compensatory time is permitted.

10.4. The City will make every effort to distribute overtime in an equitable manner, provided individuals are qualified for such overtime assignments. The

determination of qualifications to work an overtime assignment is reserved to management. Management's decision is not grievable, but an employee may request review of the decision by the Chief Human Resource Officer. Although temporary imbalances in the distribution of overtime may occur, nothing in this Article shall be construed as alleviating the continued intent of department management to distribute overtime equitably over an extended period of time. An employee who refuses overtime will be rotated to the bottom of the list (as if they had worked) and the refusal will be recorded for purposes of ensuring equitable opportunity. Department management will maintain overtime records and will make such recorded information available to a Union representative upon request. The City shall have the sole and exclusive right to authorize and assign overtime work and compensation. When circumstances permit, the City shall endeavor to provide advance notice when assigning overtime work to employees.

- 10.5. In the case of a regular or non-temporary change to working hours, the City will provide a minimum of ten (10) calendar days' notice to affected employees before any such change takes effect, unless otherwise agreed to, or in emergency situations.
- 10.6. An employee who is called to work more than 45 minutes after the end of the employee's regular work schedule shall receive call-out pay with a minimum guarantee of three (3) hours pay at time and one-half the employee's regular rate of pay, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Employees called out more than one (1) time on the same day will be paid for subsequent call outs on that day at the rate of time and one-half of the employee's regular rate of pay for each hour worked, with a minimum of one hour, provided that, if the second call-out is more than eight (8) hours after the first call-out, then the employee will receive the guaranteed minimum for both call-outs.
- 10.7 "Stand by" is assigned on a weekly basis. An employee who is assigned to "stand-by" status will receive a total of four (4) hours of pay at their regular rate of pay for that assignment.

- 10.8. Employees are responsible for making hurricane and/or tropical storm preparations for dealing with their families and properties in a manner than does not interfere with their City employment responsibilities. Employees designated to work when other City employees have been released from work when a hurricane and/or tropical storm is approaching will be paid premium pay for hour worked at the rate of one and one half (1 ½) their regular hour rate of pay.

In the event of a Tropical Storm Watch/Warning or Hurricane Watch/Warning being issued by the National Weather Service, on-duty personnel who are subject to having their work shift extended for overtime purposes shall be permitted up to three (3) hours of leave to report to their residence for the purpose of making final preparations or evacuations for storm protection. The employee will be paid their regular pay for the three (3) hours, but the hours do not count toward the calculation of hours worked for overtime purposes. Scheduled time off shall be at the discretion of the Department Director in order to maintain departmental operations. Employees will use their best efforts to secure their homes and property before the approach of a storm so they may perform their public service without interruption.

- 10.9. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including termination for cause.

ARTICLE 11 WORK RULES

- 11.1 The City will provide the Union with a copy of any amended provision of the PPM and any new or amended written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement, no less than twenty (20) days before the amendment goes into effect. This does not limit management right to formulate, amend, revise and implement City department policy, rules and regulations nor does it constitute a waiver of the Union's right to bargain.
- 11.2 No reduction of benefits will be imposed during the term of this Agreement
- 11.3 A Union demand for bargaining must be made within five (5) calendar days of receipt of notice. In the event the Union demands impact bargaining, the Union must identify a negotiable effect on wages, hours, or terms and conditions of employment of the bargaining unit.

ARTICLE 12 DISCIPLINE AND DISCHARGE

- 12.1. All employees with permanent or non-permanent status with the City may be disciplined for "Just Cause". "Just Cause" may be defined to mean definite proof of alleged employee misconduct in regard to job duties, work hours, ethical practice, insubordination, or any other written department or City policy. The City may terminate an employee for:
- A. Violating the City's PPM Standards/Code of Conduct. or
 - B. Engaging in an act or omission which the employee knew or should have known was detrimental to the mission or operations of the City.
- 12.2. The City shall adhere to a policy of progressive discipline, except in situations that are so egregious or in situations where the misconduct is so contrary to the public interest that immediate dismissal may be the only appropriate disciplinary measure. Progressive discipline will involve Verbal Consultation, Written Reprimand, Final Written Warning, Suspension (with or without pay), and Dismissal.
- A. Employees charged with a felony offense or with illegal conduct against a co-worker that has a nexus to their job duties with the City shall be placed on administrative leave without pay until final disposition of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony as part of a negotiated plea shall be terminated from their employment with the City.
 - B. An employee placed on administrative leave without pay under this provision may use accrued leave during the period of administrative leave. If the employee is found innocent following trial, or if the prosecutor drops the charges, the employee and his/her leave time used will be reinstated.

C. An employee who is arrested must report the arrest to the City Manager within or as soon as possible thereafter but no later than the start of the employee's next workday.

12.3 The employee being disciplined may ask for a Union representative to be present at any step of the process outlined above.

ARTICLE 13 GRIEVANCE PROCEDURES

- 13.1 This grievance procedure is the exclusive method of resolving disputes, other than disciplinary appeal, relating to the application and interpretation of this agreement. See Article 14 for Disciplinary Appeals process.
- 13.2 Any claim by an employee, group or class of employee-members of the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the City deemed to be in violation of the Agreement, may be processed as a grievance as hereinafter provided. Grievances shall be set forth in the space provided on the grievance form, a complete statement of the grievance and the facts upon which it is based, together with the sections of this agreement claimed to have been violated and the remedy or correction requested.

13.3 STEPS FOR FILING GRIEVANCE

Step 1:

The Union may file a grievance on behalf of one or more bargaining unit employees within ten (10) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. The Union shall reduce the grievance to writing on the standard grievance form provided by the Union and present it to the Chief Human Resource Officer or their designee. The Chief Human Resource Director or their designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance, conduct a meeting with the Union. The Chief Human Resource Officer or their designee shall notify the Union in writing of their decision not later than ten (10) working days following the meeting date.

Step2.

If the decision reached in step 1 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in Step 1, present the written

grievance to the City Manager or their designee. The City Manager or his/her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance, conduct a meeting with the Union, if needed. The City Manager shall notify the Union in writing of their decision not later than ten (10) working days following the meeting date.

- 13.4 All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing. Any grievance not processed by the Union in accordance with the time limits provided in each step of the article, shall be considered conclusively abandoned. Any grievance not processed by the City within the time limits provided herein, shall be automatically advanced to the next higher step in the grievance procedure.

13.5 Additional Provisions:

- A. A group/class grievance shall be presented at Step 1 in writing, within ten (10) working days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved employees or the Union president or the authorized union representative.

- 13.6 If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration.

13.7. ARBITRATION PROCEDURE:

A.

If the Union is not satisfied with the response from the City Manager, the Union may submit the grievance to arbitration filing a request for a seven (7) name arbitration panel to the Federal Mediation and Conciliation Service. The submission must be made within ten (10) calendar days of the date of the City Manager's correspondence to the FEDERATION, as evidenced by actual filing with the Federal Mediation and Conciliation Service.

The time limits contained herein are to be strictly adhered to and may only be extended by written agreement (including email requests coupled with a written affirmation) between the parties. No consent to extension shall be implied by the conduct of the parties in the absence of a written or email agreement.

B. The parties will select an arbitrator from a panel or panels of not less than seven (7) choices submitted by the Federal Mediation Conciliation Service (FMCS) within two (2) weeks after receipt of a panel of arbitrators. In the event that either party, before any striking of names occurs, feels that the panel submitted by FMCS is unsatisfactory, that party shall have the right to request one (1) additional panel. The arbitrator shall thereafter be selected from the panel of arbitrators supplied by FMCS by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify the FMCS which will notify the arbitrator of the appointment.

C. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing or within thirty (30) days of the receipt of any written position of both parties.

D. The expenses and fees of any arbitrator and court reporter (if one is ordered) and transcript shall be borne equally by both parties.

- E. The decision of the arbitrator shall be final and binding on both parties.
- F. No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this agreement.

13.8 GENERAL PROVISIONS:

- A. Local 3535 American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and will not represent non-members of the union in the grievance procedure. Any union member, if they elect to, shall have union representation at any step of the grievance procedure and/or during disciplinary proceedings.
- B. For the purpose of this section, working day shall mean Monday through Friday, excluding holidays.
- C. The times indicated on all steps may be extended by mutual written agreement.
- D. When a grievance is reduced to writing there shall be set forth therein:
 - 1. A complete statement of the grievance and the facts upon which it is based.
 - 2. The section or sections of this agreement that are alleged to have been violated; and
 - 3. The remedy or correction requested.

ARTICLE 14 DISCIPLINARY APPEALS

14.1 The City may discipline an Employee when the City determines that the Employee has violated City or Departmental rules, regulations, orders or performance standards, Standards of Conduct (section 4 PPM), R.I.S.E. Standards (section 11 PPM) or when the Employee has engaged in unethical or illegal activities. Neither counseling nor instruction (verbal or written) are discipline but counseling or instruction can be used to establish that an Employee has knowledge the Employee's conduct that gave rise to the counseling or instruction is not proper. All discipline shall be in writing and shall be provided to the Employee and shall be placed in the Employee's personnel file. Discipline is deemed a proper exercise of managerial rights unless it is arbitrary, capricious, or discriminatory but may be appealed as follows.

14.2. Discipline is classified as either major or minor as follows:

MAJOR: Termination
Demotion
Suspension without pay - more than three (3) days or a third suspension without pay less than three days that occurs within 12 months of the prior two suspensions, starting with date of the first.

No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the Employee.

MINOR: Written warning
Suspension without pay of three days or less.

14.3. Appeals of disciplinary action shall be handled as follows:

- A. Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The Union may request review of the discipline by the City Manager provided it does so before the ten (10) daytime limit for requesting arbitration. If a meeting is requested, the ten (10) time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the City's disciplinary action. The cost of the arbitration panel, if any, shall be split by the City and the Union equally.
- B. The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.
- C. Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee's personnel file.
- D. Suspensions without pay of three (3) days or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The City Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The City Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the City Manager's decision increase the discipline to more than a suspension without pay of three (3) days. The City Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.

14.4 All prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: The older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time.

ARTICLE 15 PAY RANGES

- 15.1 The City will annually establish the minimum and maximum pay ranges for bargaining unit positions. Specific position ranges may be increased but no range will be reduced during the term of this Agreement and the pay plan will be implemented as set forth in the PPM.
- 15.2 Individual employee rate of pay does not change with an increase in the pay range; individual employee's rates of pay are increased as set forth in the Wage Article.

ARTICLE 16 RESERVED

ARTICLE 17 VACANCIES, TRANSFERS, RECLASSIFICATIONS

- 17.1 Bargaining unit position vacancies, promotions, and transfers shall be filled as soon as practicable taking into consideration notice (posting) requirements, operational needs, and availability of funds.
- 17.2 Final authority to fill a vacancy or approve a transfer is a managerial prerogative reserved to the City Manager.
- 17.3 A reclassification is defined as a City decision to change the job duties of a bargaining unit employee coupled with an increase in the compensation associated with the reclassification. The City will provide the Union with thirty (30) days notice prior to the implementation of the reclassification of a bargaining unit employee. A reclassification, being the exercise of a management right, it is not grievable.

ARTICLE 18 WORKING OUT OF CLASSIFICATION

18.1 Employees designated by Department Heads, and with the written approval of the Human Resource Director and Assistant City Manager, to temporarily serve in a regularly budgeted higher position shall be compensated as follows:

- A. If the employee serves for a period of eight (8) hours or more, the employee shall receive assignment pay for the total time of temporary service, of 10% additional compensation beyond their regular wages. Under no circumstances shall the total additional compensation exceed the maximum pay grade amount for the temporary position.
- B. If the employee serves for a period of less than eight (8) hours, the employee shall receive no additional compensation beyond the wages of regular classification, but time served out of grade may be considered when promotional opportunity or transfers are available.
- C. When an employee working out of class works overtime in a bargaining unit position, the overtime will be calculated at the rate the employee earns in the upgrade position

ARTICLE 19 UNIFORMS

- 19.1 The City will supply uniforms to employees required to wear them and in accordance with the City's uniform policy. See PPM.
- 19.2 Public Services Department field personnel and Field Inspectors will be provided with safety shoes (up to \$300.00) annually by the City.

ARTICLE 20 SAFETY- SEE PPM

ARTICLE 21 WORKERS COMPENSATION-SEE PPM

ARTICLE 22 GROUP INSURANCE

- 22.1 Bargaining unit employee may participate in the insurance programs the City offer to other City employees.
- 22.2 If the City proposes to modify its existing group insurance policy at any time during the life of the contract, such as by changing any benefit provisions, the City shall meet and discuss with the Union prior to making any changes in the group insurance plan affecting its members. The parties are maintaining the status quo, which is to meet and discuss group health insurance concerns. As such, there will be no bargaining as to this provision.
- 22.3 The employee cost of insurance will remain at 16% through 9/30/25.
- 22.4 For regular, full-time employees, the City shall provide life insurance for the employee with a policy amount equal to at least two (2) times the employee's annual salary not to exceed of \$200,000.
- 22.5 The existing policy regarding retiree health benefits shall be continued for all employees on the payroll as of the effective date of this Agreement.

ARTICLE 23 SICK LEAVE-SEE PPM

ARTICLE 24 LEAVES OF ABSENCE SEE PPM

ARTICLE 26 BEREAVEMENT LEAVE-SEE PPM

ARTICLE 27 PERSONAL DAY- SEE PPM

ARTICLE 28 HOLIDAYS-SEE PPM

ARTICLE 29 VACATIONS-SEE PPM

ARTICLE 30 COMPENSATION FOR USE OF PERSONAL VEHICLE

30.1 Employees cannot use their personal vehicles for work.

ARTICLE 31 EDUCATIONAL INCENTIVE SEE PPM

ARTICLE 32 FLOATING HOLIDAY

- 32.1 Employees will be granted a floating holiday with pay, but the hours off do not count in the calculation of hours worked for overtime purposes.

ARTICLE 33 PENSION-RETIREE BENEFITS

- 33.1 There is no change in the status quo on pension retirement benefits. Pension and Retiree benefits are governed under City of Dania Beach Code of Ordinances, Chapter 18, and FRS regulations when applicable

ARTICLE 34 SENIORITY

- 34.1 Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this agreement. Seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was employed.
- 34.2 New hire Regular employees shall have a twelve (12) month probationary period and promoted employees will have a six (6) month probationary period for purposes of seniority. During this probationary period, the employee shall have no seniority rights. Upon the completion of the probationary period, the employee's seniority shall be dated from date of hiring.
- 34.3 Departmental seniority is defined as the length of employment within the employee's current department.
- 34.4 Classification seniority is defined as the length of employment within the employee's current classification.
- 34.5 Seniority shall continue and accumulate during the following:
- A. Illness under an approved leave.
 - B. Injury in the line of duty.
 - C. Authorized leaves of absences.
- 34.6 Employees shall lose seniority for the following reason:
- A. Exceeding an authorized leave of absence. In this case, the employee will not continue to accrue seniority, but will retain what they previously earned.

- 34.7 Departmental seniority will be given first consideration in hours of work, shift assignment, vacation if qualified, overtime, subject to approval of department head.
- 34.8 The employee will not accrue any seniority or paid leave time while on unpaid FMLA leave. Accrual of any seniority and paid leave time will resume upon return to active employment. The taking of FMLA leave will not result in the loss of any paid leave time that the employee accrued prior to the date on which FMLA leave started except to the extent such paid leave time is used during FMLA leave. See PPM 7.1

ARTICLE 35 SAVINGS CLAUSE

- 35.1 If any article or section of this Agreement shall be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State, Federal or Municipal Legislation, all other articles shall remain in full force and effect for the duration of this Agreement.
- 35.2 In the case of invalidation, both the City and the Union shall meet at reasonable times for the purpose of agreeing to replace and/or rectify the article(s) in question.

ARTICLE 36 WAGES¹

36.1

Year One	8.5% effective 10/1/22
Year Two	7% effective 10/1/23
Year Three	6% effective 10/1/24

36.2 There are no additional base wage increases, except those resulting from promotion, after September 30, 2025 unless agreed to by the parties and reflected in a successor collective bargaining agreement.

¹ Per PPM employees who reach maximum pay will receive a lump sum over the maximum

ARTICLE 37 CROSS TRAINING

- 37.1 The City and Union mutually agree that with the introduction of sophisticated computer software in most departments, the need for cross-training within the "home" department as well as within other departments throughout the City exists.
- 37.2 Those departments affected by the demonstrated need for cross-training shall be allowed to do so even if the assigned cross-training activities are outside the employee's current job description and classification. Employees affected shall also at times be required to perform cross-trained activities in other than their "home" department. Article 18 of this Contract shall prevail where applicable.

ARTICLE 38 LAY-OFF AND BUMPING

- 38.1 Lay-offs will be in accordance with: (1) Seniority, and (2) Qualifications (taking into consideration performance, education and certifications), and disciplinary record in a classification within a Department.
- 38.2 When a lay-off takes place, it shall be accompanied by laying off temporary employees first, provisional employees second, probationary employees third, and then permanent employees, in accordance with the criteria established above.
- 38.3 The employer shall forward a list of those employees being laid off to the Local Union when the notices are issued to the employees.
- 38.4 When an employee is laid off due to a reduction in the work force, they shall be permitted to exercise their seniority right to bump or replace an employee in the same classification grouping in their department with less seniority if they are qualified to do the job.
- 38.5 Employees may, if they so desire, bump an employee in a lower job classification within their department provided the bumping employee has greater seniority than the employee they bump, has the ability to perform the job, and is willing to work at the decreased rate of pay. Qualification and ability to do the job shall be determined solely by management.
- 38.6 When the work force is increased after lay-off, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered mail. The union shall be notified at the same time. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice recall, they shall be considered to have quit.
- 38.7 Recall rights for an employee shall expire after a period equal to their seniority, but in no case more than two (2) years from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at their last known address by registered or certified mail. No new employee shall be hired until all employees

on lay-off who have agreed to return to work have been recalled in the same classification. Probationary employees have no recall rights.

- 38.8 Terms of this Article shall apply exclusively to bargaining unit members. No right shall exist for a bargaining unit employee to displace a non-bargaining unit employee in the same or similar classification for any reason.

ARTICLE 39 PART-TIME EMPLOYEES

- 39.1 Any and all sections of this Agreement between the General Employees and the City, apply mainly to full-time regular employees. However, in order for the Public Employees Relations Commission to approve the AFSCME as the exclusive bargaining unit for the General Employees, part-time employees could not be excluded from the unit.
- 39.2 Wage adjustments set forth in this Agreement apply to both full-time and part-time employees.
- 39.3 Fringe benefits (if any) provided to part time employees, including but not limited to, health insurance, education incentive, and pension as set forth in the PPM.

ARTICLE 40 DRUG FREE AND ALCOHOL-FREE WORKPLACE POLICY-SEE PPM

ARTICLE 41 PERSONNEL POLICY MANUAL

- 41.1 The provisions of the City Personnel Policy Manual, as amended from time to time, are incorporated by reference into this Agreement and are applicable to bargaining unit employees as though set out herein and shall be enforceable pursuant to the grievance and arbitration provisions of this Agreement. In the event of a conflict between the collective bargaining agreement and the PPM, or any other policy issued by the City, the applicable provision(s) of the collective bargaining agreement shall control.
- 41.2 The City and Union have, through collective bargaining, attempted to resolve all the terms of this Agreement and the PPM regarding benefits and conditions of employment. The Agreement prevails when it expressly addresses a subject, but in the event a subject is not expressly addressed in the Agreement, but is addressed in the PPM, the terms of the PPM will control.

ARTICLE 42 LABOR MANAGEMENT COMMITTEE

- 42.1 There is established a labor-management committee. This committee will be comprised of four (4) members. Two (2) members representing management will be appointed by the City Manager. Two (2) representatives of the Union will be chosen by the Union.
- 42.2 This Committee will meet quarterly, or upon request of either party.

ARTICLE 43 TERM OF AGREEMENT

- 43.1 The Agreement shall take effect October 1, 2022 and continue in force until September 30, 2025. There are no monetary adjustments resulting from this agreement that will be applied retroactively.

CITY PROPOSAL 3/7/22

Revised 7/29/22

7/15/2022 1:55 PM

7/29/22 6:30 PM

8/29/22 11:30 AM

8/29/22 1:50 PM

8/29/22 3:46 PM

SIGNATURE PAGE

CITY OF DANIA BEACH

Aina M. Garcia *yes*
City Manager

8-11-22
Date

AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535

Reis
President

MA
Vice president

Council President

8-9-22
Date

ATTEST:

Thomas Schneider
City Clerk



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF \$25,000.00; AUTHORIZING THE PURCHASES FROM THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2022-23 APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

.

Exhibits Attached

Memo R-2022- Dell Authorization to Exceed \$25K, R-2022- Dell Technologies Authorization to Exceed \$25K for Hardware, Software, and Professional Services Purchases



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director

CC: Frank L. DiPaolo, Chief Financial Officer

RE: **Approval of a resolution authorizing purchases of hardware, software, and professional services from Dell Technologies exceeding the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22**

Request

The Information Systems Division is requesting approval of a resolution authorizing purchases of hardware, software, and professional services from Dell Technologies exceeding the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22.

Background

Dell has been one of the City's primary vendors for hardware, software, and professional services since 2009. The Finance Department is pleased with their pricing and services and planned to make additional purchases in FY2021-22. Pricing is based on NASPO State of Florida Contract #C000000010853, which help facilitate the lowest competitive pricing available. Purchases of Dell equipment are part of an IT initiative to standardize computer equipment and warranty coverage throughout the City.

So far, this fiscal year, purchases from Dell total \$24,411. The Fiscal Year 2021-22 budget includes funding for the various Information Technology items. The total annual cost of the hardware, software, and professional services purchased from Dell in FY2021-22 will exceed the \$25,000 vendor threshold, requiring City Commission approval.

Attachments

Resolution

Budgetary Impact

None. Funding is appropriated and available in the Information Technology Fund.

Recommendation

Approve the resolution authorizing purchases of hardware, software, and professional services from Dell Technologies exceeding the City's annual vendor threshold of \$25,000 for Fiscal Year 2022-23.

RESOLUTION NO. 2022-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF \$25,000.00; AUTHORIZING THE PURCHASES FROM THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2022-23 APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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, Dell Technologies has been the one of the City’s primary vendors for Information Technology hardware, software, and professional services since 2009 and the Information Systems Division has planned, through the fiscal year 2022-23 budget, to purchase additional hardware, software, and professional services; and

WHEREAS, the total amount of purchases from Dell Technologies for fiscal year 2022-2023 will exceed the \$25,000.00 annual purchase 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 all purchases made from Dell Technologies shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of \$25,000.00 purchase threshold for a single vendor for fiscal year 2022-2023.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM VC3, WHICH EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

.

Exhibits Attached

Memo R-2022- VC3 Authorization to Exceed \$25K, R-2022- VC3 Authorization to Exceed \$25K for Hardware, Software, and Professional Services Purchases



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

FROM: Darryl McFarlane, IT Division Director

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

CC: Frank L. DiPaolo, Chief Financial Officer
(signed on behalf by Adam Segal) Adam Segal

RE: **Approval of a resolution authorizing purchases of professional services from VC3 exceeding the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22.**

Request

The Finance Department is requesting approval of a resolution authorizing purchases of professional services from VC3 exceeding the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22.

Background

The IT Division is seeking to upgrade the internal Intranet website to a more functional and integrated platform using Microsoft SharePoint. This will allow for the citywide intranet site to be more accessible to all employees, even when they are not on the City network. IT has received three quotes for this projected and will utilize VC3 who submitted the lowest cost proposal.

IT is also planning to migrate City files from an on-premises file server to a cloud-based file storage method, also using Microsoft SharePoint. This allows for better accessibility to files and a higher level of cybersecurity protection through included and additional backup features and productivity through versioning. Again, IT has obtained quotes and VC3 has provided the lowest cost for this project.

The combined cost of these projects will exceed the \$25,000 vendor threshold with VC3 for fiscal year 2021-22, requiring City Commission approval. Both projects are part of an IT initiative to increase cybersecurity, redundancy, and accessibility.

Attachments

Resolution

Budgetary Impact

None. The Fiscal Year 2021-22 budget includes funding for these Information Technology projects.

Recommendation

Approve the resolution authorizing purchases of professional services from VC3 exceeding the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22.

RESOLUTION NO. 2022-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM VC3, WHICH EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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, in its efforts to increase cybersecurity, redundancy, and accessibility, IT is seeking to utilize Microsoft SharePoint to upgrade the City’s intranet website and to migrate City files from an on-premises file server to a cloud-based file storage method; and

WHEREAS, IT has received three quotes for the intranet project and will be moving forward with VC3 who submitted the lowest cost proposal; and

WHEREAS, IT has also received quotes for the file system migration and VC3 has provided the lowest cost proposal; and

WHEREAS, the combined cost of these projects will exceed the \$25,000 vendor threshold with VC3 for fiscal year 2021-22, requiring 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 all purchases made from VC3 shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for fiscal year 2021-22.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH U.S. WATER SERVICES CORPORATION FOR METER READING SERVICES

Purchasing Requests ONLY

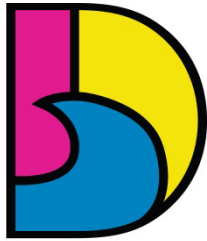
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

.

Exhibits Attached

Memo R-2022- Meter Reading Services U.S. Water Services Corporation extension, R-2022- U.S. Water Services Corporation Agreement Renewal for Meter Reading Services, U.S. Water Services Corporation Agreement for Utility Annual Meter Reading Services (RFP 21-013) executed



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer  Frank DiPaolo
2022.08.03 15:31:01 -04'00'

SUBJECT: Approval of a resolution authorizing renewal of an agreement with U.S. Water Services Corporation for water meter reading services

REQUEST

The Finance Department requests Approval of a resolution authorizing renewal of an agreement with U.S. Water Services Corporation (U.S. Water) for water meter reading services.

BACKGROUND

The City Administration prepared and issued a Request For Proposals ("RFP") for utility annual meter reading services on June 11, 2021. Based upon the recommendation of the RFP Committee, on September 13, 2021, the City Commission awarded the RFP to U.S. Water Services Corporation (U.S. Water) and authorized execution of an agreement dated September 17, 2021. The agreement provided for an initial term of one (1) year with the option to renewal for two (2) additional two (2) year periods.

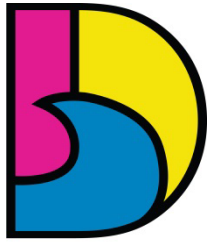
The Finance Department desires to continue services with U.S. Water and exercise the first two (2) year contract renewal. The annual recurring contract cost will exceed the annual Twenty-Five Thousand Dollar (\$25,000.00) vendor threshold for each year the contract and staff is seeking authorization to exceed the threshold each year the contract is in place.

ATTACHMENTS

Resolution
Renewal Agreement
Agreement Dated September 17, 2021

BUDGETARY IMPACT

Based upon the terms of the agreement, the City's annual cost for meter reading services is budgeted at \$80,000 for the coming fiscal year. Funding is planned and appropriated within the Water Fund Distribution Division Contractual Services Account #401-17-05-533-34-10.



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

RECOMMENDATION

Approve the resolution authorizing renewal of an agreement with U.S. Water Services Corporation (U.S. Water) for water meter reading services.

RESOLUTION NO. 2022-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH U.S. WATER SERVICES CORPORATION FOR METER READING SERVICES; 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 Administration prepared and issued a Request For Proposals (“RFP”) for utility annual meter reading services on June 11, 2021; and

WHEREAS, on September 13, 2021, the City Commission awarded the RFP to U.S. Water Services Corporation (U.S. Water) and authorized execution of an agreement dated September 17, 2021; and

WHEREAS, the agreement provided for an initial term of one (1) year with the option to renew for two (2) additional two (2) year periods; and

WHEREAS, the Finance Department desires to continue services with U.S. Water and exercise the first two (2) year contract renewal; and

WHEREAS, the annual recurring contract cost will exceed the annual Twenty-Five Thousand Dollar (\$25,000.00) vendor threshold for each year the contract and staff is seeking authorization to exceed the threshold each year the contract is in place;

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

Section 1. That the foregoing findings are incorporated into this resolution by this reference and they are made a part of it.

Section 2. That the proper City officials are authorized to execute the Renewal Agreement, which is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference.

Section 3. That funding for the agreement is planned and appropriated within the Water Fund Distribution Division Contractual Services Account #401-17-05-533-34-10.

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 be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FIRST EXTENSION OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND U.S. WATER SERVICES CORPORATION FOR WATER METER READING SERVICES

This is an Extension of an Agreement (the "Extension"), which Agreement is dated September 17, 2021 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and U.S. Water Services Corporation, a Florida corporation (the "Contractor") with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652, for water meter reading services. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Extension by this reference.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Extension of it, and for 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 and Contractor wish to extend the existing Agreement from October 1, 2022 up to and including September 30, 2024.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Extension of it.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Extension on _____, 2022.

ATTEST:

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED FOR FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
U.S. Water Services Corporation
a Florida corporation

Signature

PRINT Name

TITLE

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by _____, as _____ of U.S., Water Services Corporation, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND U.S. WATER SERVICES CORPORATION FOR UTILITY ANNUAL METER READING SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS (“RFP”) NO. 21-013.

This is an Agreement (“Agreement”) dated September 17, 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 U.S. Water Services Corporation (“Contractor”), a Florida corporation with its principal mailing address of 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652.

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 will become effective beginning October 1, 2021 for a term of a one (1) year period with the option to renew for two (2) additional two (2) year periods upon mutual written agreement of the parties.
2. A copy of RFP No. 21-013 and all addendums to it is attached as composite Exhibit “A” and made a part of and incorporated into this Agreement by this reference) and shall be considered as part of this Agreement.
3. The Contractor’s response to RFP No. 21-013 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
4. Prior to the use of any subcontractors, Contractor must obtain advance written approval from the City.
5. In the event that the Contractor’s employee or subcontractor provides same-day notice of absence, Contractor shall provide replacement staff no later than the start of the next business day. In the event that the Contractor’s employee or subcontractor provides advance notice of a planned absence, whether for one working day or a prolonged planned absence, the Contractor shall provide replacement staff in accordance with work the schedule as planned.
6. This Agreement may be terminated by City if Contractor fails to perform the required services upon the City’s sole and reasonable approval, after City sends written notice of any deficiency to Contractor and Contractor does not cure such deficiency within fifteen (15) days from the date of such notice. In such event, the Contractor shall be paid compensation for completed services accepted by the City, if such services meet the City’s sole and reasonable approval, which approval will not be unreasonably withheld. In the event that the Contractor abandons any required services specified in this Agreement or causes it to be terminated, Contractor shall indemnify the City against any loss pertaining to its abandonment up to a maximum of the amount to be paid under this Agreement. All documents and reports prepared by Contractor shall become the property of City, and such documents shall be delivered by Contractor to City before payment, if any, is made to Contractor by City.

7. Termination of Agreement for Convenience. It is expressly understood and agreed upon that the City may terminate this Agreement at any time, for any reason, or for no reason at all, by giving the Contractor notice by certified mail, return receipt requested, directed to the principal office of the Contractor, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Contractor 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 the Notice of termination. Such compensation shall be based on the percentage of services completed, as fairly and reasonably determined by City after conferring with Contractor.
8. 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.
9. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant 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.
10. That in all other respects, the terms of composite 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:

**Thomas
Schneider**

Digitally signed by Thomas
Schneider
DN: cn=Thomas Schneider, o=City
of Dania Beach, ou=Clerk's Office,
email=tschneider@daniabeachfl.g
ov, c=US
Date: 2021.09.17 15:02:06 -04'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



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

**Tamara
James**

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of
Dania Beach, ou=Mayor,
email=tamarajames@daniabeachfl.g
ov, c=US
Date: 2021.09.17 15:01:45 -04'00'

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach,
ou=Legal Department,
email=tansbro@daniabeachfl.gov, c=US
Date: 2021.09.16 07:02:44 -04'00'

THOMAS J. ANSBRO
CITY ATTORNEY

Ana. M. Garcia

Digitally signed by Ana. M. Garcia
DN: cn=Ana. M. Garcia, o=City of Dania
Beach, ou=City Manager,
email=agarcia@daniabeachfl.gov, c=US
Date: 2021.09.16 08:31:08 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH ENCO UTILITY SERVICES FL LLC (“ENCO”) FOR UTILITY BILL PRINTING AND MAILING SERVICES

Purchasing Requests ONLY

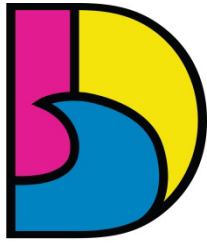
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo R-2022- ENCO Utility Services FL - renewal of agreement, R-2022- ENCO Utility Services FL LLC (ENCO) Agreement Renewal for Utility Bill Printing and Mailing Services, Dania Beach FL Contract Renewal 2022, Municode Contract



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer  Frank DiPaolo
2022.08.03 16:13:34 -04'00'

SUBJECT: Approval of a resolution authorizing renewal of an agreement with ENCO Utility Services FL LLC for water/sewer utility bill printing and mailing services

REQUEST

The Finance Department requests approval of a resolution authorizing renewal of an agreement with ENCO Utility Services FL LLC ("ENCO") for water/sewer utility bill printing and mailing services.

BACKGROUND

On May 1, 2017, the City executed an agreement with Municode for water/sewer utility bill printing and mailing services. Subsequently, the agreement was assigned to ENCO who is the City's current provider, subject to all original terms and conditions. The agreement provided for a term of three (3) years with the option to renewal for two (2) additional two (2) year periods.

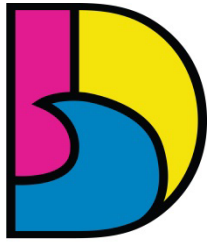
The initial term expired in 2020, and a renewal was not executed. However, ENCO has been providing services to the City based on all original terms and conditions. The Finance Department is satisfied with ENCO and since the first renewal period has passed, desires to execute the second two (2) year renewal option.

ATTACHMENTS

Resolution
Renewal Agreement
Agreement executed May 1, 2017

BUDGETARY IMPACT

Based upon the terms of the agreement, the City's annual cost for utility bill printing and mailing services is approximately \$30,000 annually. Funding is planned and appropriated within the Water Fund Distribution Division Contractual Services Account #401-17-05-533-34-10.



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

RECOMMENDATION

Approve the resolution authorizing renewal of an agreement with ENCO for water/sewer utility bill printing and mailing services.

RESOLUTION NO. 2022-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH ENCO UTILITY SERVICES FL LLC (“ENCO”) FOR UTILITY BILL PRINTING AND MAILING SERVICES; 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, on May 1, 2017, the City executed an agreement with Municode for water/sewer utility bill printing and mailing services, which agreement was subsequently assigned to ENCO, the City’s current provider, subject to all original terms and conditions; and

WHEREAS, the agreement provided for a term of three (3) years with the option to renewal for two (2) additional two (2) year periods, which initial term expired in 2020 and a renewal was not executed; and

WHEREAS, ENCO has been providing services to the City based on all original terms and conditions and the Finance Department is satisfied with ENCO and since the first renewal period has passed, desires to execute the second two (2) year renewal option; and

WHEREAS, the annual recurring contract cost will exceed the annual Twenty-Five Thousand Dollar (\$25,000.00) vendor threshold for each year of the contract and staff is seeking authorization to exceed the threshold each year the contract is in place;

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

Section 1. That the foregoing findings are incorporated into this resolution by this reference and they are made a part of it.

Section 2. That the proper City officials are authorized to execute the Renewal Agreement, which is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference.

Section 3. That funding for the agreement is planned and appropriated within the Water Fund Distribution Division Contractual Services Account #401-17-05-533-34-10.

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 be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

RENEWAL OF THE MAY 1, 2017, CONTRACT BETWEEN THE CITY OF DANIA BEACH, FL AND ENCO UTILITY SERVICES FLORIDA LLC.

This contract renewal is made and entered into this 23 day of August, 2022 by and between The City of Dania Beach, FL ("Client") and ENCO Utility Services Florida LLC.

WHEREAS, on May 1, 2017, the City entered into a contract for Municipal Code Corporation, d/b/a Municode to provide Client utility bill printing and mailing services.

WHEREAS, on December 11, 2018, the assignment and assumption of the contract was executed between Municode and ENCO Utility Services Florida LLC.

WHEREAS, the parties desire to renew the contract for an additional one-year period and as detailed in Section 9, Term of the Agreement, the contract, thereafter, will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to extend the Contract with pricing as outlined in the attached.

Except as amended herein, all other terms and conditions of the contract shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

ENCO Utility Services Florida LLC

DANIA BEACH, FL (CLIENT)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness: _____

Date Signed: _____

Date Signed: _____

Effective Date: _____

ENCO PRICING SCHEDULE

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE

N/A

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

MANUAL MESSAGE CHANGES

\$25 / change

ADDITIONAL OR RE-PROGRAMMING CHANGES

\$125 / Hour

STATEMENTS

\$.16 / statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Reduction for Statement without #9 return envelope

.15 / statement

Special handling charge for householding, heavies, out sorts, or pulled statements

.04 / Statement

Additional Statement pages

.08 / additional pages

Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)

.01 / insert

Minimum Charge: If the total printing/statement cost per cycle is less than \$50, we will charge a \$50 flat rate to cover fixed costs. This is not in addition to the statement billing charge.

\$50.00

This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 2%.

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)

.015 / statement

OPTIONAL: EBILLING

.10 / statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

SUGGESTED POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit based on the estimated 2 months of postage required in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

Postage Deposit is already on file in the amount of: \$ _____ 3672.16 on 8/5/2022 _____



Statement Printing and Mailing Services municode Pricing Schedule

Based on approximate volume of 4,800 statements, late notices, letters per month

Initial programming and set-up one-time fee	Waived	One-time fee
• Statement design review & consulting • Initial data mapping • Transfer site set up and training		
Manual Message Change (first six changes per year are free)	\$25	Per Change
Additional or re-programming changes	\$125	Per Hour
Statement, late notices, letters etc. pricing based off of Sarasota FL. Contract	\$0.145	Per Statement
• Simplex black laser printing of variable data on the front of pre-printed color form • Grey scaled pre-printed stagnant messaging on back of above pre-printed form..... • 8½x11 white 24lb. pre-printed color form with 3½" perforated return stub..... • Standard Municode #10 White single pistol window with security tint 20lb envelope... • Standard Municode #9 White single window with security tint 20lb reply envelope • All required data processing including CASS/PAVE certification • Generation of online PDF proofs for approval prior to production • Folding, inserting and delivery of statements to USPS	Included Included Included Included Included Included Included Included	
Without #9 reply envelope (pricing per statement will be reduced by).....	-\$0.01	Per Statement
Additional Statement pages	\$0.04	Per page
Special handling charge for householding, outsorts, or pulled statements	\$0.04	Per Statement
Minimum cycle charge	\$50.00	Per Cycle
This charge is not in addition to regular statement pricing. It simply means that if the total cycle per statement cost is less than \$50, municode will charge the \$50 flat rate to cover fixed costs.		
Inserting fees for additional advertising flyers/buck slips/newsletters/notices/etc.		
- If printed by Municode - If drop shipped to Municode	N/C \$0.015	Per Insert Per Insert
Optional: NCOA Processing (National Change of Address)	\$0.005	Per Statement
Optional: Paperless billing (ebills)	\$0.098	Per Statement

Postage Deposit

Municode requires that the Client maintain a permanent postage deposit in connection with this agreement. Municode will furnish a monthly postage account reconciliation report. Client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, Municode shall return the deposit amounts to Client after payment of all services.

4,800 (estimated statements/notices) @ \$.391 (estimated pre-sorted USPS rate) = \$1,876.80 Estimated Monthly Postage
 Recommended 2 months' postage deposit = \$3,753.60

Client Responsibility

- Provide an explanation of billing record layout or mapping document to Municode.
- Review and approve design of billing Statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Client is required to sign off on parallel testing once completed to ensure statements meet Client expectations.
- At the conclusion of the deployment period, changes will be billed at Technical Services rates in accordance with Pricing Schedule.
- Transmit data files to Municode's cloud-based data site
- Approval and quality check on of processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through Municode). If done through Municode, client agrees to update their records with matches per USPS requirements.
- Provide Municode insert specifications to Client's insert vendors (if other than Municode).
- Pay for any unused forms of as a result of a format change or contract modification.
- Ensure postage funds are available per recommended postage deposit listed above.

Additional Services

municode

Connecting you and your citizens

All of the services listed below may be obtained by your municipality with this purchasing vehicle. When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 4,000 clients have come to expect from municode! Municipalities that utilize all four of municode's family of service providers can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible from the most reliable provider of government services in the nation...municode!

municodePAY - Payment & Billing Solutions

Offers a comprehensive, centralized payment system Electronic Presentment and Payment (EBPP) Platform that includes a sophisticated user-friendly customer care portal that results in significant operational savings and improved customer retention. Your citizens will be able to pay their bills via the web, IVR systems or through customer service agents. The municodePAY platform manages multiple funding sources, stores and maintains user profiles and payment histories and is equipped with complete accounting and settlement functions that integrate with CRM, finance and general ledger systems. Daily, weekly and monthly reports for the tracking and easy reconciliation of payments, returns and fee information are available in a variety of formats.

MunicodePAY also offers Lock Box Services and Customer Call Center Outsourcing Solutions. With municodePAY, your funds are collected faster, your operating procedures are simplified, your financial information is at your fingertips and your customers are happy. Currently, over 70 municipalities trust municodePAY to process approximately 9 million bill statements annually. Costs for these services are competitively priced and transaction based with low to no implementation costs. To learn more about municodePAY, please follow these links: Website: <https://www.municode.com/#electronicpayments>, Demo: <https://vimeo.com/143619736>

municodeWEB - Government sites made easy

Government Website Development powered by aHa Consulting! Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community. When municodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about municodeWEB, please visit: <http://www.ahaconsulting.com/>, or <https://vimeo.com/163618297>. To experience a sample of our portfolio: <http://www.ahaconsulting.com/portfolio>

municodeLEGAL - Codification Services

Municode has been the leading provider of legal publications and codification services since 1951. In addition to codifying, publishing and maintaining your Code of Ordinances both online and in print, we offer our clients the following additional services:

Distribution. Fulfillment services are available to distribute individual printed copies of codes and supplements to departments or subscribers at no additional fee to you. We assume all risk and expense for providing these items. Orders can be placed through our online eStore or via fax, mail or telephone.

Future Legal Review. At any point during the term of this agreement, or extensions thereof, we can provide additional Legal Reviews to identify inconsistencies and internal conflicts and ensure your code conforms to State Law. State law references can be updated in conjunction with the Legal Review or as a separate engagement.

To learn more, please visit: <https://www.municode.com/> or <https://www.municode.com/#codification>

Municode Agreement, Terms & Conditions

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as Municode, hereby offers billing services for Dania Beach, Florida herein referred to as Client.

Municode, agrees to provide Client services defined in this proposal herein and at pricing contained in the Municode Pricing Schedule. The Client agrees that Municode shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - Municode presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, Municode, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** - Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302.
3. **COMPENSATION** - In full and complete compensation for all goods and services provided by Municode according to the Pricing Schedule, Client agrees to pay Municode according to the rates set forth in the Municode Pricing Schedule. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. Municode will provide to Client an invoice after each production run consisting of all fees, as outlined in the Municode Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** - Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** - Municode agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of Municode's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by Municode without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP** - (A) Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by Municode. (B) Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivative works from the Software. (C) Client warrants to Municode that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to Municode for use in connection with the Service. (D) Municode shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of Municode showing actual money damages. Such injunctive relief shall not preclude Municode from pursuing any other remedies available to it, including the recovery for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. Municode shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, Municode shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. Municode is not liable for incidental or consequential damages, including revenue, even if Municode has been advised of the possibility of such loss or damage.

8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.

9. **TERM OF AGREEMENT – TERM OF THE AGREEMENT** – The Agreement is effective as of the Effective Date and will continue for an additional term of three (3) years ("Initial Term") with the City's option to renew for two (2) additional two (2) year periods. The Agreement may be terminated at any time by either party provided that a ninety (90) calendar days' advance written notice is furnished.

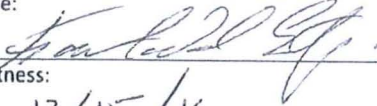
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MUNICIPAL CODE CORPORATION INC. (dba Municode)


By: _____

Harold E. Grawt
Name: _____

EXEC. V.P.
Title: _____


Witness: _____

12/15/16
Date Signed: _____

DANIA BEACH, FLORIDA


By: _____

Robert Baldwin
Name: _____

CITY MANAGER
Title: _____


Witness: _____

12/13/16
Date Signed: _____

May 1, 2017
Effective Date: _____

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, TO RETROACTIVELY AUTHORIZE APPROVAL OF AIR CONDITIONING REPAIR SERVICES TO BE PURCHASED FROM MASTER MECHANICAL SERVICES, INC. FOR FISCAL YEAR 2021-2022 , IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; 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-MMI-CHAMBRs-AC-RETROACTIVE-EXCEED\$25K-082322, R-2022- City Hall Chamber A-C Unit Retroactive Approval for Emergency Repairs by Master Mechanical, Inc. to Exceed \$25K, QUOTES- CITY HALL CHAMBERS AC REPLACEMENT
UPDATED



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**RE: AUTHORIZATION FOR MASTER MECHANICAL, INC. TO RETROACTIVELY
EXCEED THE CITY'S VENDOR THRESHOLD OF \$25,000**

Request

The Public Services Department (PSD) is requesting approval of a resolution to retroactively exceed the City's vendor's annual threshold of \$25,000 for Master Mechanical, Inc. for the fiscal year 2021-22.

Background

Master Mechanical, Inc. provides services for air condition (a/c) repairs and maintenance citywide. Recently, the City Hall Commission Chambers' a/c unit compressor failed and needed to be replaced immediately. PSD quickly sought the required three quotes, with Master Mechanical, Inc. (MMI) being the lowest quote received in the amount of \$23,109.86. Due to the pressing need to replace the Chambers' a/c unit, PSD asked the City Manager for authorization to exceed the City's annual vendor expenditure threshold of \$25,000 (MMI's total combined services the year exceeded the threshold). The Manager granted the authorization, and MMI was subsequently engaged for this important a/c unit replacement.

Budgetary Impact

Funding in the amount of \$23,109.86 will be appropriated from the Facilities M&E Account 505-39-02-539-64-30 to cover the cost of this repair.

Recommendation

PSD recommends that the retroactive authorization to exceed the annual single vendor expenditure threshold with Master Mechanical, Inc. be granted.

RESOLUTION NO. 2022-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO RETROACTIVELY AUTHORIZE APPROVAL OF AIR CONDITIONING REPAIR SERVICES TO BE PURCHASED FROM MASTER MECHANICAL SERVICES, INC. FOR FISCAL YEAR 2021-2022, IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD 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 advertising for bids if he/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 Hall Commission Chambers air conditioning unit compressor failed and needed to be replaced immediately; and

WHEREAS, Public Services Department received three quotes, with Master Mechanical, Inc. being the lowest quote received to replace the City Hall Commission Chambers air conditioner unit (A/C) in the amount of \$23,109.86; and

WHEREAS, given the cumulative expenditures previously totaled during the year with Master Mechanical, Inc., PSD sought and received the City Manager’s authorization to retroactively request the City Commission approval for exceeding annual vendor expenditure threshold; and

WHEREAS, PSD is requesting the City Commission to retroactively approve exceeding the vendor threshold with Master Mechanical, Inc.

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 retroactively authorizes repair services rendered by Master Mechanical Services, Inc. to replace City Hall Chamber A/C in the amount of \$23,109.86, an amount that will exceed the annual \$25,000 threshold for a single vendor due to the cumulative amount of expenditures over previous months.

Section 3. That funding will be appropriated from the Facilities M&E Account 505-39-02-539-64-30 to cover the cost of this repair.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY



Master Mechanical Services, Inc.

CMC 057200

15181 NW 33 Place
Miami, FL 33054
Office 305/825-3004
Fax 305/825-1607

info@mastermechanicalservices.com

JULY 29, 2022 REV

PROPOSAL SUBMITTED TO:

CITY OF DANIA BEACH
100 W Dania Beach Blvd
Dania Beach, FL 33004
ATTN: LUIS BORGOS
EMAIL: LBORGOS@DANIABEACHFL.GOV

JOB NAME/LOCATION:

DANIA BEACH – CITY HALL CHAMBERS

CONTRACT PRICE:

JOB COST

\$23,109.86

AFTER A MASTER MECHANICAL WALK THROUGH, WE RECOMMEND THE FOLLOWING,

- DISCONNECT AND REMOVE EXISTING 15 TON SYSTEM
 - TTA18043DAABOOK
 - TWE18043BAAP006
- INSTALL NEW 15 TON DUAL CIRCUIT AIR CONDITIONER SYSTEM
- INSTALL NEW AIR HANDLER AND CONDENSER UNIT
- CONNECT TO EXISTING 208/230/3PH ELECTRICAL
- CONNECT TO EXISTING REFRIGERANT COPPER LINE
- SECURE ON EXISTING CONCRETE PAD
- CONNECT TO EXISTING SUPPLY DUCT SYSTEM
- VACUUM REFRIGERATE SYSTEM AND CHARGE WITH R-410
- RESTART SYSTEM AND CHECK OPERATIONS

EQUIPMENT

• \$12,677.36 + 15% \$14,578.96

MATERIALS

• \$500.00 + 15% \$575.00

FREON

• \$1,317.00 + 15% \$1,514.55

MISC. MATERIALS

• \$375.00 + 15% \$431.35

LABOR

• 3 TECHS @ \$70/HR X 16HRS \$3,360.00

• 1 TECH @ \$70/HR X 5HRS \$350.00

PERMIT

\$950.00

COATING

\$1,350.00

JOB COST

\$23,109.86

♦♦♦

Not Included / By Others:

PROPOSAL AGREEMENT

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

WITH PAYMENT TO BE PAID AS FOLLOWS: NET 30

THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 10 DAYS AND IS VOID THEREAFTER AT THE OPTION OF THE UNDERSIGNED. AUTHORIZED SIGNATURE _____

ACCEPTANCE OF PROPOSAL – THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT TO BE MADE AS OUTLINED ABOVE.

OWNER OR CONTRACTOR:

MASTER MECHANICAL SERVICES, INC:

CITY OF DANIA BEACH

DATE

JOHN BARRIOS

DATE

8/1/22

**40 Degrees Air &
Refrigeration**

P.O Box 771085
Coral Springs, FL 33077 US
+1 9546135155
service@40degreesac.com
www.40degreesac.com

Estimate 6991244



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Mr. Luis Borgos	Mr. Luis Borgos	07/26/2022	\$24,990.00	08/25/2022
City of Dania Beach	City of Dania Beach			
Att: Larry Nadeau	Att: Larry Nadeau			
1201 W Stirling Rd.,	1201 W Stirling Rd.,			
Dania Beach FL.33004	Dania Beach FL.33004			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	American Standard, Trane 15Ton	This quote is to install a 15Ton American Standard Complete Air Conditioning System for the Commissioner's Chamber SCOPE OF WORK: - Install 1ea 15Ton split AC unit -American standard/ Trane - Remove old unit and replace with new ac unit - Crane service for condenser - Hurricane tie down - New armaflex - Existing electrical - Existing copper - Start up and check operations. WARRANTY: One year manufacturer parts, 5 year compressor warranty, 1 year labor PAYMENT: Due in full upon completion	1	24,990.00	24,990.00

TERMS: Payment due in full upon receipt unless otherwise specified. A 1.5% finance charge (annual rate of 18%) applies to unpaid balances over 30 days.
LIMITED WARRANTY: All materials, parts, labor & equipment are warranted by the manufacturers' or suppliers' written warranty only.
CANCELLATION / REFUNDS: No refunds will be issued for cancellations made after onsite work has begun.

TOTAL

\$24,990.00

THANK YOU.

Accepted By

Accepted Date

TERMS: Payment due in full upon receipt unless otherwise specified. A 1.5% finance charge (annual rate of 18%) applies to unpaid balances over 30 days.
LIMITED WARRANTY: All materials, parts, labor & equipment are warranted by the manufacturers' or suppliers' written warranty only.
CANCELLATION / REFUNDS: No refunds will be issued for cancellations made after onsite work has begun.



4151 Northwest 124th Avenue
Coral Springs, FL 33065
1-888-835-5278

State Certified License #
CFC037085 / CAC1818277
CGC045296 / EC13006731

BILL TO
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004 USA

ESTIMATE
153685141

ESTIMATE DATE
Jul 21, 2022

JOB ADDRESS
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004 USA

Job: 153437581

ESTIMATE DETAILS

Total system replacement: Art will install a 15 Ton ? Seer American Standard system in the same location as your previous system. This system comes with a comfort thermostat that will monitor your systems performance.

Your new system will be installed to Art's high install standards so you can rest easy knowing your new state of the art system has been installed properly and to today's code. All required city permits are included and our job is inspected by the city inspector so you know the job was done right.

Your investment will be covered by a 1x1 warranty. Art will cover all working parts for 1 years and 1 year on any labor repairs.

TASK	DESCRIPTION	QTY
CC-0-HVAC-Blank	HVAC Task: Art will install a 15 Ton American Standard system in the same location as your previous system. This system comes with a comfort thermostat that will monitor your systems performance. Your new system will be installed to Art's high install standards so you can rest easy knowing your new state of the art system has been installed properly and to today's code. All required city permits are included and our job is inspected by the city inspector so you know the job was done right. Your investment will be covered by a 1x1 warranty. Art will cover all working parts for 1 years and 1 year on any labor repairs.	1.00
CC-1HVAC AC CR	A-Crane Rental Charge (up to 5 stories): Art will use a licensed and insured crane company to professionally and safely lift your new condenser on to your roof while carefully removing your old condenser from the roof. This is for buildings 5 stories or less.	1.00

CC-10- T6800	What's Not Included With Your Install: Your New Air Conditioning System Will Be Hooked Up To Your Existing Ductwork, Copper, Electrical, Drain Line, Stand And Slab. Art Plumbing Ac & Electric Will Not Be Responsible For Any Sweating Ductwork, Or Any Under-Performing Ductwork Any Upgrades Or Modifications Will Result In Additional Charges. Art Plumbing Ac & Electric Will Give You A 30 Day No Clog Guarantee On Your Drain Line. After 30 Days Your Existing Drain Line Will Not Be Covered By Art Warranty. Art Will Not Be Responsible For Any Water Leaks After 30 Days Of Install Or Any Water Damage.	1.00
CC-00- 6800A	Your Proposed System Includes: Your Proposed System Includes The Following: We Will Install Your System Of Choice In Accordance With All Local Codes, And FPL Requirements..... We Will Perform All Necessary Duct Fabrication To Reconnect Your Existing Supply And Or Return Plenums..... We Will Perform Any Necessary Electrical Upgrades On Load Side Of Disconnect To Meet Load Requirements Of Your New System..... We Will Connect Your Condensate Line To Your Existing Drain Line And Install A Water Safety Shut Off Switch.... .We Will Chemically Treat And Flush Your Drain Line To Ensure Proper Drainage Of Your New System..... All Brazing Will Be Done With A Nitrogen Bleed..... We Will Pressure Test All Our Copper Connections Up To 400psi To Ensure No Refrigerant Leaks..... We Will Perform All Cutting And Coring As Required To Properly Install Air Handler And Condenser..... We Will Remove And Properly Dispose Of Your Old Equipment..... We Will Pull A Deep Vacuum On The System To Ensure All Moisture Has Been Removed From The System.... .We Will Use Protective Floor Coverings And Shoe Covers To Protect Your Home For The Duration Of The Project..... We Will Perform A Comprehensive Start Up Procedure Per All Manufacturer Specs To Ensure Proper System Performance..... .We Will Process And Confirm All Warranties With The Manufacturer.....	1.00

POTENTIAL SAVINGS	\$3,126.50
SUB-TOTAL	\$31,265.00
TAX	\$0.00
TOTAL	\$31,265.00

Thank You We Appreciate Your Business!

CUSTOMER AUTHORIZATION

WORK AUTHORIZATION: I, the undersigned, am the owner/authorized representative of the premises at which the work above is being done. I hereby authorize Chris D'Attile, of Art Plumbing AC & Electric ("ART"), and its agents or assigns, to perform the above recommendations and to use such labor, materials and sub-contractors as deemed advisable at the stated price of \$31,265.00 and in accordance with the Terms and Conditions as further set forth therein. My signature represents my approval and is my personal guarantee to pay for these goods and services as received. I understand and agree that unless ART obtains prior-authorization for pre-approved billing that payment in full for all work performed is immediately due upon completion (C.O.D.), (all un-paid balances will be deemed PAST DUE after 30 days). An office billing charge of \$50 and a finance charge of 1.50% per month (18% per annum) on any unpaid remaining balance 30 days after

completion of the performed work will be added to all un-paid balances. Furthermore, I accept and agree to pay all reasonable attorney's fees, court costs, lien fees, filling fees, and any other collection costs/fees/expenses associated with any past due amounts. All deposits which are not security for non-refundable costs or materials become non-refundable once work has commenced or 72 hours after this agreement is approved. I have read understand and agree to be bound by all the terms and conditions hereto presented and contained herein. All old parts, material and equipment will be removed from premises and become the sole property of Art Plumbing AC & Electric, unless otherwise specified in writing herein. I HEREBY AUTHORIZE Art Plumbing AC & Electric TO PROCEED WITH WORK UNDER THE TERMS AND CONDITIONS AS HERETO PRESENTED.

OPT IN: By my signature I approve and acknowledge the receipt of occasional emails for the purpose of notices, newsletters, tips, and specials. I further understand that Art will not share, or sell any of my personal information or email address with anyone or any company at any time without my permission, except as stated herein.

Sign here

Date

Terms and Conditions

RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, heating, air conditioning, electrical, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions at any time; including but not limited to the following: 1. Improper or faulty plumbing, 2. Rusted or defective pipes, 3. Acids in the drain system, 4. Lines that are settled or broken, 5. Existing illegal conditions, 6. Defective roofing, 7. Improperly charged systems, 8. Faulty air movement, 9. Electrical defect or failure, 10. Improper or faulty electrical, 11. Improper voltage by power, 10. Improper or faulty structural members, conditions, or designs.

RESPONSIBILITIES OF SELLER:

Seller shall do all work in a competent, workmanlike manner. Seller is not responsible for any damages resulting from or through existing non-permitted work, illegal or defective conditions. Seller is not responsible for any damages or loss(es) as a result of voltage fluctuations, loss of electrical power, waiting time for restoration of electrical power after completion of work, or any matter associated with the supply of power by any third party provider.

LIMITED WARRANTY:

The Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, Customer must notify Seller of any defect or claim for breach at the address and telephone number on the face hereof during the time of warranty period of 90 days and 30 days for drain stoppages.

WARRANTIES, AND LIMITATIONS OF WARRANTIES:

No warranty, expressed or implied, is provided for any existing systems or appliances. Any alterations, additions or repairs made by others to Seller's work or ancillary components will be cause to terminate Seller's obligation under this contract unless authorized or agreed upon by Seller.

PAYMENTS, DEPOSITS:

All payments and deposits for work or materials needed for repairs and maintenance as requested by Customer, are non-refundable and shall be credited toward performing work as necessary to address the Customer's request. Deposits received for goods or services outside those necessary for maintenance or repairs as initially sought, will be refunded if requested within 72 hours of payment and as provided under state and federal law. Deposits for special order/specially fabricated goods or materials shall not be refundable but will become the property of the Customer upon receipt of full payment for same.

CUSTOMER'S RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES AND MAY NOT BE CONVEYED OR ASSIGNED.

Customer rights under this agreement are exclusive as to the method of remedies and to whom any remedy(ies) may benefit.

NON PAYMENT:

If Company is not paid within the requisite time period, finance charges will be applied to the account at the highest allowable rate by law. The owner shall be responsible to pay the greater of either the cost of collections incurred or thirty (30%) percent of the principal balance due. The costs of collections include all fees and costs related to the collections of the debt, including but not limited to reasonable attorney's fees and costs."

SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES:

Seller is not responsible for the following which are excluded from the coverage of this limited warranty:

1. Defective conditions as listed under "Responsibilities of Customer."
2. Work performed by or materials installed by others not in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or workmanship.
4. Mold development or mold detection of any kind.
5. Harm to any property or person resulting or arising from any condition or occurrence which would terminate Seller's warranties, responsibilities or further obligation under this agreement.

THE LIMITED WARRANTY STATED HEREIN IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

SELLER'S RIGHT TO RETRIEVE, RECOVER, AND SECURE SELLER'S PROPERTY:

It is expressly understood that as part of the inspection, diagnosis, or repair process it may be necessary to use equipment which must be placed within the physical confines of a structure including those for plumbing, or air ducts (collectively "systems"). Defects in design of a system, or deterioration of a system as the result of age, use, misuse, or other factors beyond the control of Customer or Seller may result in Seller's equipment becoming lodged or otherwise compromised requiring removal of surrounding walls, flooring, or systems to retrieve, recover and secure the equipment. Seller shall not be held responsible for the cost to recover its equipment or the cost to repair/replace adjacent systems and Customer agrees to allow prompt and unrestricted access to any structure or component from which Seller's equipment must be retrieved, recovered or secured.

PROTECTION OF CUSTOMER'S PROPERTY:

Customer agrees to remove or protect any personal property; inside and out, including but not limited to carpets, rugs, shrubs and plantings, decorative items including artwork; and Seller shall not be responsible for said items. Under no circumstances is Seller responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets, electrical wiring, fixtures, devices or components; and any other appurtenances, components, including but not limited to structural components of the residence or real property.

Seller shall not be held responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

DISPUTES:

This Agreement shall be construed according to the laws of the State of Florida and the appropriate venue for any actions arising out of this Agreement, or the making of this agreement, shall be in Broward County, Florida. At the discretion of Seller, claims shall be resolved in either the Circuit Court of the 17th Judicial Circuit, or in Arbitration under the JAMS Streamlined Arbitration Rules and Procedures. Any decision(s) rendered by JAMS shall be final and binding on the parties. Both parties agree to waive any rights that either may have to a jury trial in the event of resolution in arbitration. In any action, the prevailing party will be entitled to recover its reasonable attorney fees, costs, interest at the prevailing rate, and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled. This includes but is not limited to lien rights and other remedies as set forth under Florida Statutes Sec 713.001-713.37.

ENTIRE AGREEMENT:

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act on their behalf, or by any commitment, or arrangement herein. The agreement binds jointly and severally all signing as Customer, their heirs, representations, successors and assigns. Seller will not provide an itemized breakdown of materials and labor.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 2601 Blair Stone Road Tallahassee, FL 32399 (850) 487-1395



Master Mechanical Services, Inc.

CMC 057200

15181 NW 33 Place
Miami, FL 33054
Office 305/825-3004
Fax 305/825-1607

info@mastermechanicalservices.com

JULY 29, 2022 REV

PROPOSAL SUBMITTED TO:

CITY OF DANIA BEACH
100 W Dania Beach Blvd
Dania Beach, FL 33004
ATTN: LUIS BORGOS
EMAIL: LBORGOS@DANIABEACHFL.GOV

JOB NAME/LOCATION:

DANIA BEACH – CITY HALL CHAMBERS

CONTRACT PRICE:

JOB COST

\$23,109.86

AFTER A MASTER MECHANICAL WALK THROUGH, WE RECOMMEND THE FOLLOWING,

- DISCONNECT AND REMOVE EXISTING 15 TON SYSTEM
 - TTA18043DAABOOK
 - TWE18043BAAP006
- INSTALL NEW 15 TON DUAL CIRCUIT AIR CONDITIONER SYSTEM
- INSTALL NEW AIR HANDLER AND CONDENSER UNIT
- CONNECT TO EXISTING 208/230/3PH ELECTRICAL
- CONNECT TO EXISTING REFRIGERANT COPPER LINE
- SECURE ON EXISTING CONCRETE PAD
- CONNECT TO EXISTING SUPPLY DUCT SYSTEM
- VACUUM REFRIGERATE SYSTEM AND CHARGE WITH R-410
- RESTART SYSTEM AND CHECK OPERATIONS

EQUIPMENT

• \$12,677.36 + 15% \$14,578.96

MATERIALS

• \$500.00 + 15% \$575.00

FREON

• \$1,317.00 + 15% \$1,514.55

MISC. MATERIALS

• \$375.00 + 15% \$431.35

LABOR

• 3 TECHS @ \$70/HR X 16HRS \$3,360.00

• 1 TECH @ \$70/HR X 5HRS \$350.00

PERMIT

\$950.00

COATING

\$1,350.00

JOB COST

\$23,109.86

♦♦♦♦

Not Included / By Others:

PROPOSAL AGREEMENT

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

WITH PAYMENT TO BE PAID AS FOLLOWS: NET 30

THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 10 DAYS AND IS VOID THEREAFTER AT THE OPTION OF THE UNDERSIGNED. AUTHORIZED SIGNATURE _____

ACCEPTANCE OF PROPOSAL – THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT TO BE MADE AS OUTLINED ABOVE.

OWNER OR CONTRACTOR:

MASTER MECHANICAL SERVICES, INC:

CITY OF DANIA BEACH

DATE

JOHN BARRIOS

DATE

8/1/22

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 TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF FT. LAUDERDALE CONTRACT ITB NO. 12525-312 “SODIUM HYPOCHLORITE (CO-OP)”, A CHEMICAL USED FOR THE WATER TREATMENT PLANT FOR PRICING UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP FOR FISCAL YEAR 2021- 2022 , TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE IN AN AMOUNT THAT MAY EXCEED THE ANNUAL SINGLE VENDOR THRESHOLD TOTAL OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION’S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

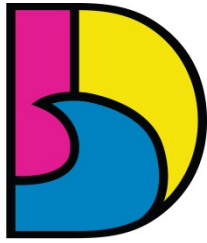
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

.

Exhibits Attached

C-MEMO-WTP-CHLORINE-CO-OP-082322, R-2022- Water Treatment Plant Purchase of Sodium Hypochlorite from Allied Universal Corporation (Piggyback Ft. Lauderdale) and to Exceed \$25K, R-2022- Water Treatment Plant Purchase of Sodium Hypochlorite from Allied Universal Corporation (Piggyback Ft. Lauderdale) and to Exceed \$25K Exhibit



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

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 Works Director/City Engineer

**RE: AUTHORIZATION TO UTILIZE THE CITY OF FORT LAUDERDALE'S CONTRACT (ITB No. 12525-312
"SODIUM HYPOCHLORITE (Co-Op)" UNDER THE SOUTHEAST FLORIDA GOVERNMENT
PURCHASING CO-OP CONTRACT) AND TO EXCEED THE CITY'S VENDOR THRESHOLD OF \$25,000**

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the utilization of the City of Fort Lauderdale's Contract ITB No. 12525-312" Sodium Hypochlorite (Co-Op)" under the Southeast Florida Government Purchasing Co-Op Contract to provide a supply of water treatment chemicals and to exceed the City of Dania Beach (City)'s vendor threshold of \$25,000 each year of the contract is in place.

Background

Allied Universal Corporation is the water plant's supplier for sodium hypochlorite (bleach chlorine). This chemical is used for disinfecting the raw water supply entering the water plant and complies with the Florida Department of Environmental Protection Agency. The use of chlorine is an ongoing requirement for the water plant's operation.

PSD has determined that the water treatment chemical and delivery services can be obtained at the least cost to the City without competitive bids or advertising for bids from Allied Universal Corporation utilizing the City of Fort Lauderdale Contract ITB No. 12525-312- "Sodium Hypochlorite (Co-Op)" under the Southeast Florida Government Purchasing Co-Op Contract effective September 1, 2021, through August 31, 2023. The agreement has two (2) additional one (1) year terms.

Budgetary Impact

Funding for the water treatment plant chemicals is budgeted and approved in the Water Plant Division/Operating Supplies Chemical Account Number No. 401-33-03-533-52-40 approved budget Fiscal Year 2021-2022.

Recommendation

PSD recommends City Commission approval of the resolution authorizing the Department to utilize the City of Fort Lauderdale's Contract ITB No. 12525-312" Sodium Hypochlorite (Co-Op)" under the Southeast Florida Government Purchasing Co-Op Contract under the terms and conditions and authorization to exceed the City's \$25,000.00 threshold.

RESOLUTION NO. 2022-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF FT. LAUDERDALE CONTRACT ITB NO. 12525-312 “SODIUM HYPOCHLORITE (CO-OP)”, A CHEMICAL USED FOR THE WATER TREATMENT PLANT FOR PRICING UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP FOR FISCAL YEAR 2021-2022, TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE IN AN AMOUNT THAT MAY EXCEED THE ANNUAL SINGLE VENDOR THRESHOLD TOTAL OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION’S APPROVED CHEMICAL BUDGET APPROPRIATIONS; 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 and is authorized to do so if a resolution is adopted in advance by the City Commission and if such purchases are made pursuant to a competitive bid obtained in the last eighteen (18) months by other government agencies such as the federal government, State of Florida, or a Florida municipality or county, or multiple agencies forming a co-op; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the Public Services Department (PSD) has determined that it is necessary to purchase certain chemicals for use by the Water Treatment Plant in the treatment of drinking water; and

WHEREAS, PSD has determined that the purchase of Sodium Hypochlorite can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from Allied Universal Corporation under The City of Ft. Lauderdale’s Co-op Agreement under the Southeast Florida Government Purchasing Cooperative Group Contract ITB No. 12525-312 “Sodium Hypochlorite (Co-Op)”, effective September 1, 2021 through August 31,

2023 with two (2) additional one (1) year terms, attached as Exhibit “A”, to be valid each year that the contract is in place with Allied Universal Corporation in an amount that may exceed the annual single vendor threshold total of \$ \$25,000.00;

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 to be true and correct and are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City approves the purchase of Sodium Hypochlorite from Allied Universal Corporation under the Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group ITB No. 12535-312 ‘Sodium Hypochlorite (Co-Op)’, a copy of which is attached as Exhibit A, in an amount that may exceed the annual vendor Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold from a single vendor.

Section 3. That funding for the water treatment plant chemicals is planned and appropriated in the Water Treatment Plant Division budgeted Operating Supplies Chemicals Account No. 401-33-03-533-52-40 approved Fiscal Year 2021-2022.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

October 14, 2021

City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004
Phone: 954-924-6808
Email: APollard@DaniaBeachfl.gov

**Re: Bid# ITB No. 12525-312
Sodium Hypochlorite, Liquid**

Dear Antoine:

Please use this letter as confirmation that Allied Universal Corporation will offer the City of Dania Beach a piggyback agreement on **City of Ft. Lauderdale, BID# ITB No. 12525-312** for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk	\$0.718 (Full Truckloads)
Sodium Hypochlorite/Bulk	\$0.780 (Partial Truckloads)

The term of this "piggyback" agreement is from September 1, 2021 to August 31, 2023, during which the City of Dania Beach agrees to purchase from Allied Universal Corporation all the City of Dania Beach's Sodium Hypochlorite.

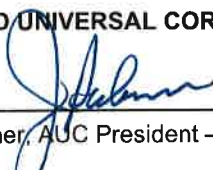
If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by October 20, 2021 to bids@allieduniversal.com

We appreciate your business and look forward working with you.

Respectfully,

ALLIED UNIVERSAL CORPORATION

CITY OF DANIA BEACH



J. Palmer, AUC President – CEO

Title: _____

Date: _____

cc: C. Fernandez, AUC VP of Sales
T. Koziatsek, AUC Regional Sales Manager
S. Kornblum, AUC Sales Representative
S. Moros, Bid Coordinator

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue

204 SCM Road

2100 Port Road

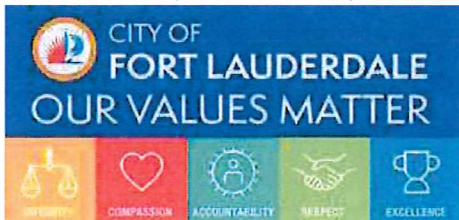
From: [Stefan Mohammed](#)
To: [Costa, Nate](#)
Cc: [Johnson, Antoine](#)
Subject: RE: permission to use contract
Date: Tuesday, August 9, 2022 8:59:26 AM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

****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.

Hi Nate,

It is fine from our side to utilize this co-op contract since Dania Beach is listed as an active participant of the co-op. However, many chemicals have been placed on set allocations and would be up to Allied to determine if they can supply.

Stefan Mohammed | Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-5351 | F 954-828-5576 | SMohammed@fortlauderdale.gov



Integrity – Compassion – Accountability – Respect - Excellence



ARE YOU

A CHANGE? COMING SOON A NEW FINANCE/PROCUREMENT SOFTWARE SYSTEM!

From: Costa, Nate <ncosta@daniabeachfl.gov>
Sent: Tuesday, August 9, 2022 8:50 AM
To: Stefan Mohammed <SMohammed@fortlauderdale.gov>
Cc: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: [-EXTERNAL-] permission to use contract

Good morning Stefan,

This is Nate Costa with the city of Dania Beach Water Treatment Plant. I'm reaching out to ask if you could send me over a letter giving us permission to use the City of Ft. Lauderdale's Co-op Contract ITB-No. 12525-312 "Sodium Hypochlorite" with Allied Corp. I need this letter today so we can get it on our commission meeting agenda for approval. I appreciate your assistance with this matter. Let me know if you have any questions regarding this.

Thank you



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Nate Costa

Water Treatment Plant Manager | City of Dania Beach

ncosta@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL, 33004

Phone: [954-924-6808](tel:954-924-6808) x3616 x3747



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**AGREEMENT FOR
SODIUM HYPOCHLORITE (CO-OP)**

THIS AGREEMENT, made this 23rd day of August 2021, is by and between the **City of Fort Lauderdale, a Florida municipality** (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Allied Universal Corp., a Florida corporation** (“Contractor,” “Company” or “Parties”), whose address and phone number are **3901 NW 115th Avenue, Miami, Florida 33178, Phone: 954-888-2623, Email: bids@allieduniversal.com.**

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:

- (1) **Invitation to Bid No. 12525-312, Sodium Hypochlorite (CO-OP), including any and all addenda, prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).**
- (2) The Contractor’s response to the ITB, dated June 23, 2021 (“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, this Agreement dated August 23, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, 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.

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 **September 1, 2021 and shall end on August 31, 2023. 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 is 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 Agreement 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 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 Agreement 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers’ Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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 it is qualified to perform the Work, that Contractor and 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

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 (2020), as may be amended or revised, 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 (2020), as may be amended or revised, 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 prior 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. 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 (2020), as may be amended or revised.

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. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

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 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:

1. 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;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. 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
4. 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

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2020), 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 (2020), as may be amended or revised, or is engaged in a boycott of Israel.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2020), 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 the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, 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 the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, 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.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

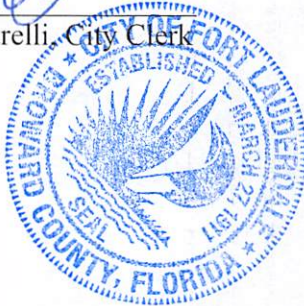
1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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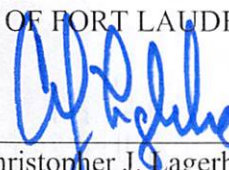
IN WITNESS WHEREOF, the City and the Contractor execute this AgreementContract as follows:

ATTEST:


Jeffrey A. Modarelli, City Clerk



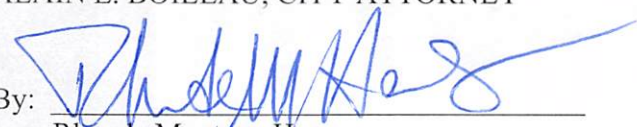
CITY OF FORT LAUDERDALE

By: 
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: August 23, 2021

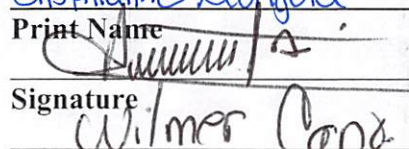
Approved as to form:

ALAIN E. BOILEAU, CITY ATTORNEY

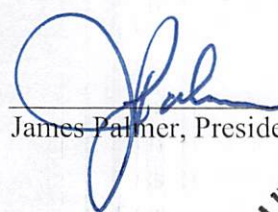
By: 
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:


Signature
Cristhiane Munguia
Print Name


Signature
Wilmer Cona
Print Name
STATE OF Florida :
COUNTY OF Miami-Dade :

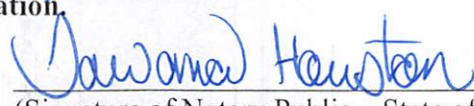
ALLIED UNIVERSAL CORP.

By: 
James Palmer, President

(CORPORATE SEAL)

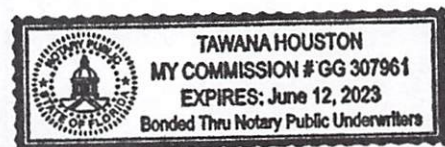


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2021, by **James Palmer** as **President** for **Allied Universal Corp.**, a **Florida** corporation.


(Signature of Notary Public – State of Florida)

Tawana Houston
Print, Type or Stamp Commissioned Name of
Notary Public)

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



Solicitation 12525-312

Sodium Hypochlorite (CO-OP)

Bid Designation: Public



City of Fort Lauderdale

Bid 12525-312

Sodium Hypochlorite (CO-OP)

Bid Number **12525-312**

Bid Title **Sodium Hypochlorite (CO-OP)**

Bid Start Date **Jun 8, 2021 4:12:09 PM EDT**

Bid End Date **Jun 25, 2021 2:00:00 PM EDT**

Question & Answer End Date **Jun 21, 2021 5:00:00 PM EDT**

Bid Contact **Stefan S Mohammed**
Senior Procurement Specialist
Finance
954-828-5351
smohammed@fortlauderdale.gov

Contract Duration **2 years**

Contract Renewal **2 annual renewals**

Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.**

Added on Jun 11, 2021:
This addendum is to add the bid tabulation done on the last bid 12006-372.

All other terms, conditions and specifications remain unchanged.

Addendum # 1

New Documents **12006-372 Sodium hypochlorite bid tabulation.pdf**

Item Response Form

Item **12525-312--01-01 - Sodium Hypochlorite- Tanker Load**

Quantity **1 gallon**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Based on past usage, the co-op anticipates usage of 8,531,000 gallons for the two year contract. However past usage is not indicative of future usage.

Item	12525-312-01-02 - Sodium hypochlorite- Less than tanker load
Quantity	1 gallon
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Based on past usage, the Co-op anticipates usage of 200,000 gallons for a two year term, however past usage is not indicative of future usage.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

City of Fort Lauderdale
Sodium Hypochlorite (CO-OP)
ITB 12525-312

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium Hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 828-5351 or email at SMohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Delivery is required within two business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

All work is to be performed during normal working hours unless requested otherwise by the participating agency. Contractor must provide name and contact information as references for facilities that have been provided the same or similar products and service.

City of Hallandale delivery instructions- delivery during daylight hour only.

Coral Springs Improvement District special delivery requirements- full safety gear when offloading chemicals.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the

City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference- N/A

2.20 Disadvantaged Business Enterprise Preference- N/A

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security- N/A

2.25 Payment and Performance Bond- N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made

- form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

2.26.12 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.26.13 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.27 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.28 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.29 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.30 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:

2.30.1 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;

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

2.30.3 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

2.30.4 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.

2.31 Canadian Companies

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. All monetary amounts set forth in this Contract are in United States dollars.

2.32 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.33 Approved Equal or Alternative Product Bids- N/A

2.34 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire two years from that date. 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 services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 will be considered cancelled on the scheduled expiration date.

2.36 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.37 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
 Coordinate and approve all work under the contract.
 Resolve any disputes.
 Assure consistency and quality of Contractor's performance.
 Schedule and conduct Contractor performance evaluations and document findings.
 Review and approve for payment all invoices for work performed or items delivered.

2.38 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.39 Substitution of Personnel- N/A

2.40 Ownership of Work- N/A

2.41 Condition of Trade-In Equipment- N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment- N/A

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Proposer's response to this ITB.

2.44 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.46 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.47 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.48 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records 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 (2017), 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.

2.49 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. SCOPE

The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (COOP) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

2. SPECIFICATIONS AND REQUIREMENTS

Product specifications'(as per ANSI/AWWA B300 standard for Hypochlorite latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Specific gravity: at 20C -U -1,2
- Molecular weight 74.5
- Appearance: Light-yellow to green clear liquid solution Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
- 12% Solution Strength and pH range of 11 to 13

3. Standards

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects, It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and NSF certification must be provided with every delivery.

4. Clean Tank Guarantee

At any time during the performance of this Agreement, if any participating agency has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the participating agency within seven (7) days, unless such timeframe is extended by the participating agency. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the participating agency for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity

buildup in the tanks will be at the sole discretion of the participating agency. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the participating agency. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the participating agency) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the participating agency and the Contractor.

5. DELIVERY LOCATIONS, SIZE OF TANKS AND ESTIMATED ANNUAL USAGE FOR EACH PARTICIPATING AGENCY.

6. SODIUM HYPOCHLORITE- TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 4,265,500 Two-year Co-op estimated usage : **8,531,000 gallons.**

SODIUM HYPOCHLORITE- LESS THAN A TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 100,000 Two-year Co-Op estimated usage : **200,000 gallons.**

Agency/ Delivery Location	Number of Tanks	Tank Size (Gal)	Estimated Annual Usage Gallons	Special Note
City of Fort Lauderdale 1500 South State Road 7 Fort Lauderdale, FL 33317	3	11,459	170,000	
City of Cooper City 11791 SW 49 Street Cooper City, FL 33330	4	3,000	58,000	
City of Coral Springs 3800 NW 85th Avenue Coral Springs, FL 33065	2	8,000	200,000	2" male, plastic Cam-lock tank fitting
City of Dania Beach 1201 Stirling Road Dania Beach, FL 33004	3	1,500	50,000	Plastic cam lock tank fitting
City of Deerfield Beach 290 Goolsby Blvd Deerfield Beach, FL 33444	1	6,000	50,000	2" male Cam lock tank fitting

City of Delray Beach 200 SW 6th Street Delray Beach, FL 33444	2	10,000	360,000 20,000 less than tanker load	2" cam lock tank fittings
City of Hallandale Beach 630 NW 2 Street Hallandale Beach, FL 33009	3	2,500	150,000 80,000 Less than tanker load	2" Cam Lock Male PVC Fitting for tank
Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071	3	5,925	106,000	2" cam lock female tank fitting. Requires full safety gear when offloading chemicals.
Broward County Water and Wastewater Services				
3701 North State Road 7 Lauderdale Lakes, FL 33316	4	7,300	365,000	2" (poly) cam lock tank fitting
3598 West Prospect Road Fort Lauderdale, FL 33309	2	450	10,500 Partial loads to stations	
3901 NW 66th Street Fort Lauderdale, FL	2	250		
300 NW 66th Street Fort Lauderdale, FL 33309	2	450		
1390 NE 50th Street Pompano Beach, FL 33064	6	14,000	720,000	
4980 SW 40th Avenue Dania Beach, FL 33312	2	500	51,000 These will be partial loads to stations 3B, I3B9, I3B8 and 3C	
4550 SW 38th Street West Park, FL 33023	1	350		
1600 South Park Road Hollywood, FL 33021	2	450		
1751 SW 57th Avenue Hollywood, FL 33023	2	450		
2400 SW 67th Avenue Miramar, FL 33023	1	1,100		
2401 North Powerline Road Pompano Beach, FL 33069	1 1 6	2,000 5,000 6,000	800,000	

City of Boynton Beach				
5469 W Boynton Beach Blvd Boynton Beach, FL 33437	2	21,000	520,000	3" cam lock male tank fitting
1620 South Seacrest Blvd Boynton Beach, FL 33435	1	21,000		3" cam lock male tank fitting
City of Hollywood				
3441 Hollywood Blvd Hollywood, FL 33021	7	10,000	600,000	2" Cam lock fitting offload hose for tank
2400 N 68th Avenue Hollywood, FL 33024	2	500		
City of Margate				
980 NW 66th Avenue Margate, FL 33063	2	7,000	25,000	2" Bonjo female tank fitting
6630 NW 9th Street Margate, FL 33063	2 1	8,100 3,000	30,000	2" PVC Cam lock male tank fitting

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder 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 ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: 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. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 authorized by law.
- 5.12 RECORDS/AUDIT:** 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. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. 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 City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

Bid #12006-372 - Sodium Hypochlorite (CO-OP)Creation Date **Jul 19, 2017**End Date **Aug 11, 2017 2:00:00 PM EDT**Start Date **Jul 21, 2017 4:29:31 PM EDT**Awarded Date **Not Yet Awarded**

12006-372--01-01 Sodium Hypochlorite - Tanker Load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.498	2157356 / gallon	\$1,074,363.288	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.522	2157356 / gallon	\$1,126,139.832	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.69	2157356 / gallon	\$1,488,575.64	Y	Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

12006-372--01-02 Sodium hypochlorite - Less than tanker load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.548	180000 / gallon	\$98,640.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.68	180000 / gallon	\$122,400.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.72	180000 / gallon	\$129,600.00		Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Allied Universal Corporation [Ad]		\$1,173,003.288 (2/2 items)	
Bid Contact	Catherine Guillarmod CristyM@allieduniversal.com Ph 305-888-2623 Fax 786-522-0215	Address	3901 N.W. 115 Ave. Miami, FL 33178
Supplier Code 00002648			
Agency Notes:		Supplier Notes:	Head Attch: 

f Odyssey Manufacturing Company		\$1,248,539.832 (2/2 items)	
Bid Contact	Patrick Allman pallman@odysseymanufacturing.com Ph 813-635-0339 Fax 813-630-2589	Address	1484 Massaro Blvd. Tampa, FL 33619
Agency Notes:		Supplier Notes:	Head Attch: 

f Brenntag Mid-South Inc. [Ad]		\$1,618,175.64 (2/2 items)	
Bid Contact	Stephanie Ubach subach@brenntag.com Ph 800-876-1727	Address	250 Central Florida Parkway Orlando, FL 32824

16

**

Question and Answers for Bid #12525-312 - Sodium Hypochlorite (CO-OP)

Overall Bid Questions

Question 1

Can you post the last bid tab? (Submitted: Jun 11, 2021 1:23:32 PM EDT)

Answer

- Last bid tab added. (Answered: Jun 11, 2021 3:27:16 PM EDT)

Allied Universal Corporation

Bid Contact **Catherine Guillarmod**
bids@allieduniversal.com
Ph 305-888-2623
Fax 786-522-0215

Address **3901 N.W. 115 Ave.**
Miami, FL 33178

Supplier Code 00002648

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12525-312--01-01	Sodium Hypochlorite- Tanker Load	Supplier Product Code:	First Offer - \$0.718	1 / gallon	\$0.718 Y Y
12525-312--01-02	Sodium hypochlorite- Less than tanker load	Supplier Product Code:	First Offer - \$0.78	1 / gallon	\$0.78 Y
Supplier Total					\$1.498

Allied Universal CorporationItem: **Sodium Hypochlorite- Tanker Load****Attachments**

Bid 12525-312 - Sodium Hypochlorite CO-OP_AlliedUniversalCorp..pdf

Solicitation 12525-312

Sodium Hypochlorite (CO-OP)

Bid Designation: Public



City of Fort Lauderdale

Bid 12525-312

Sodium Hypochlorite (CO-OP)

Bid Number	12525-312
Bid Title	Sodium Hypochlorite (CO-OP)
Bid Start Date	Jun 8, 2021 4:12:09 PM EDT
Bid End Date	Jun 25, 2021 2:00:00 PM EDT
Question & Answer End Date	Jun 21, 2021 5:00:00 PM EDT
Bid Contact	Stefan S Mohammed Senior Procurement Specialist Finance 954-828-5351 smohammed@fortlauderdale.gov
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Bid Comments	The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

Item Response Form

Item	12525-312--01-01 - Sodium Hypochlorite- Tanker Load
Quantity	1 gallon
Unit Price	\$0.718/gl
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Based on past usage, the co-op anticipates usage of 8,531,000 gallons for the two year contract. However past usage is not indicative of future usage.

Item	12525-312--01-02 - Sodium hypochlorite- Less than tanker load
Quantity	1 gallon
Unit Price	\$0.78/gl

Delivery Location

City of Fort LauderdaleSee ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Based on past usage, the Co-op anticipates usage of 200,000 gallons for a two year term, however past usage is not indicative of future usage.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

City of Fort Lauderdale
Sodium Hypochlorite (CO-OP)
ITB 12525-312

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium Hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 828-5351 or email at SMohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Delivery is required within two business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

All work is to be performed during normal working hours unless requested otherwise by the participating agency. Contractor must provide name and contact information as references for facilities that have been provided the same or similar products and service.

City of Hallandale delivery instructions- delivery during daylight hour only.

Coral Springs Improvement District special delivery requirements- full safety gear when offloading chemicals.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the

City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference- N/A

2.20 Disadvantaged Business Enterprise Preference- N/A

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security- N/A

2.25 Payment and Performance Bond- N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made

- form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

2.26.12 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.26.13 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.27 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.28 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.29 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.30 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:

2.30.1 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;

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

2.30.3 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

2.30.4 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.

2.31 Canadian Companies

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. All monetary amounts set forth in this Contract are in United States dollars.

2.32 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.33 Approved Equal or Alternative Product Bids- N/A

2.34 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire two years from that date. 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 services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 will be considered cancelled on the scheduled expiration date.

2.36 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.37 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
 Coordinate and approve all work under the contract.
 Resolve any disputes.
 Assure consistency and quality of Contractor's performance.
 Schedule and conduct Contractor performance evaluations and document findings.
 Review and approve for payment all invoices for work performed or items delivered.

2.38 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.39 Substitution of Personnel- N/A

2.40 Ownership of Work- N/A

2.41 Condition of Trade-In Equipment- N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment- N/A

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment ) should be completed and submitted with Proposer's response to this ITB.

2.44 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.46 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.47 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.48 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records 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 (2017), 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.

2.49 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. SCOPE

The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (COOP) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

2. SPECIFICATIONS AND REQUIREMENTS

Product specifications'(as per ANSI/AWWA B300 standard for Hypochlorite latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Specific gravity: at 20C -U -1,2
- Molecular weight 74.5
- Appearance: Light-yellow to green clear liquid solution Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
- 12% Solution Strength and pH range of 11 to 13

3. Standards

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects, It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and NSF certification must be provided with every delivery.

4. Clean Tank Guarantee

At any time during the performance of this Agreement, if any participating agency has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the participating agency within seven (7) days, unless such timeframe is extended by the participating agency. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the participating agency for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity

buildup in the tanks will be at the sole discretion of the participating agency. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the participating agency. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the participating agency) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the participating agency and the Contractor.

5. DELIVERY LOCATIONS, SIZE OF TANKS AND ESTIMATED ANNUAL USAGE FOR EACH PARTICIPATING AGENCY.

6. SODIUM HYPOCHLORITE- TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 4,265,500 Two-year Co-op estimated usage : **8,531,000 gallons.**

SODIUM HYPOCHLORITE- LESS THAN A TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 100,000 Two-year Co-Op estimated usage : **200,000 gallons.**

Agency/ Delivery Location	Number of Tanks	Tank Size (Gal)	Estimated Annual Usage Gallons	Special Note
City of Fort Lauderdale 1500 South State Road 7 Fort Lauderdale, FL 33317	3	11,459	170,000	
City of Cooper City 11791 SW 49 Street Cooper City, FL 33330	4	3,000	58,000	
City of Coral Springs 3800 NW 85th Avenue Coral Springs, FL 33065	2	8,000	200,000	2" male, plastic Cam-lock tank fitting
City of Dania Beach 1201 Stirling Road Dania Beach, FL 33004	3	1,500	50,000	Plastic cam lock tank fitting
City of Deerfield Beach 290 Goolsby Blvd Deerfield Beach, FL 33444	1	6,000	50,000	2" male Cam lock tank fitting

City of Delray Beach 200 SW 6th Street Delray Beach, FL 33444	2	10,000	360,000 20,000 less than tanker load	2" cam lock tank fittings
City of Hallandale Beach 630 NW 2 Street Hallandale Beach, FL 33009	3	2,500	150,000 80,000 Less than tanker load	2" Cam Lock Male PVC Fitting for tank
Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071	3	5,925	106,000	2" cam lock female tank fitting. Requires full safety gear when offloading chemicals.
Broward County Water and Wastewater Services				
3701 North State Road 7 Lauderdale Lakes, FL 33316	4	7,300	365,000	2" (poly) cam lock tank fitting
3598 West Prospect Road Fort Lauderdale, FL 33309	2	450	10,500 Partial loads to stations	
3901 NW 66th Street Fort Lauderdale, FL	2	250		
300 NW 66th Street Fort Lauderdale, FL 33309	2	450		
1390 NE 50th Street Pompano Beach, FL 33064	6	14,000	720,000	
4980 SW 40th Avenue Dania Beach, FL 33312	2	500	51,000 These will be partial loads to stations 3B, I3B9, I3B8 and 3C	
4550 SW 38th Street West Park, FL 33023	1	350		
1600 South Park Road Hollywood, FL 33021	2	450		
1751 SW 57th Avenue Hollywood, FL 33023	2	450		
2400 SW 67th Avenue Miramar, FL 33023	1	1,100		
2401 North Powerline Road Pompano Beach, FL 33069	1 1 6	2,000 5,000 6,000	800,000	

City of Boynton Beach				
5469 W Boynton Beach Blvd Boynton Beach, FL 33437	2	21,000	520,000	3" cam lock male tank fitting
1620 South Seacrest Blvd Boynton Beach, FL 33435	1	21,000		3" cam lock male tank fitting
City of Hollywood				
3441 Hollywood Blvd Hollywood, FL 33021	7	10,000	600,000	2" Cam lock fitting offload hose for tank
2400 N 68th Avenue Hollywood, FL 33024	2	500		
City of Margate				
980 NW 66th Avenue Margate, FL 33063	2	7,000	25,000	2" Bonjo female tank fitting
6630 NW 9th Street Margate, FL 33063	2 1	8,100 3,000	30,000	2" PVC Cam lock male tank fitting

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder 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 ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: 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. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 authorized by law.
- 5.12 RECORDS/AUDIT:** 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. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. 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 City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

Rev. 2/2020

Page 5



NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.


Authorized Signature

Bid Coordinator
Title

Cristhianne Munguia
Name (Printed)

6/8/21
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

Allied Universal Corporation

Company Name

Cristhianne Munguia

Name (Printed)

6/8/21

Date



Signature

Bid Coordinator

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Allied Universal Corporatoin** EIN (Optional):
 Address: **3901 NW 115 Avenue**
 City: **Miami** State: **FL** Zip: **33178**
 Telephone No.: **305-888-2623** FAX No.: **786-522-0215** Email: **Bids@Allieduniversal.com**
Ext. 0125

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **14**
 Total Bid Discount (section 1.05 of General Conditions): **N/A**
 Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	6/11/21				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Cristhianne Munguia

Name (printed)

6/23/21

Date



Signature

Bid Coordinator

Title

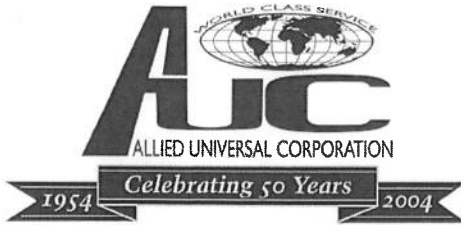
Revised 4/28/2020

Question and Answers for Bid #12525-312 - Sodium Hypochlorite (CO-OP)

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jun 21, 2021 5:00:00 PM EDT



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

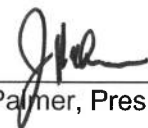
Supply and Delivery of Sodium Hypochlorite to the City Ft. Lauderdale.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 14th day of December 2020.

(Seal of Corporation)




Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180
CAM 21-0674



Corporate Office
 3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623 office
 305-463-8369 fax

REFERENCES

SODIUM HYPOCHLORITE

MIAMI DADE WATER & SEWER

700 WEST 2ND AVE.
 HIALEAH, FL 33011
 JON HANSEN
 786-236-7625/ CELL
 305-805-1620 FAX
 JON.HANSEN@MIAMIDADE.GOV

CITY OF NEW PORT RICHEY

4730 N. MAIN STREET
 NEW PORT RICHEY, FL 34652
 ROGER GODDWIN
 OPERATIONS MANAGER
 727-841-4568
 GOODWINR@CITYOFNEWPORTRICHEY.ORG

CITY OF FT. MYERS

HEATH LAUFENBERG
 PLANT SUPERINTENDENT
 1501 RALEIGH STREET
 FORT MYERS, FL 33902
 239-321-7574
 HLAUFENBERG@CITYFTMYERS.COM

CITY OF SUNRISE

14100 SW 8 STREET
 SUNRISE, FL 33325
 DOUGH KERWIN
 CHIEF OPERATOR OF UTILITIES ADMINISTRATION
 954-846-7400
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8350 NW 93 Street
 Miami, Florida 33166
 AUC - 305-888-2623

30 Neil Gunn Drive
 Ellisville, MS 39437
 AUC - 601-477-2550

9501 Rangeline Road
 Ft. Pierce, Florida 34987
 AUC - 772-464-6195

204 SCM Road
 Brunswick, GA 31525
 AUC - 912-267-9470

5215 W. Tyson Avenue
 Tampa, Florida 33611
 CFI - 813-832-4868

9545 Rangeline Road
 Ft. Pierce, Florida 34987
 ANT 1 - 772-464-6195

14770 Old Saint Augustine Road
 Jacksonville, FL 32207
 AUC - 904-619-6180

2815 Inland Transport St.
 Palm Bay, Florida 32909
 ANT 2 Exhibit 3

Company ID Number: 122833

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 122833

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 122833

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 122833

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 122833

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 122833

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 122833

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 122833

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Company ID Number: 122833

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Allied Universal Corporation

Company Facility Address: 3901 NW 115 Avenue
Miami, FL 33178

Company Alternate Address: 3901 NW 115 Avenue
Miami, FL 33178

County or Parish: MIAMI-DADE

Employer Identification Number: 590776285

North American Industry
Classification Systems Code: 325

Parent Company: _____

Number of Employees: 100 to 499 Number of Sites Verified for: 8

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

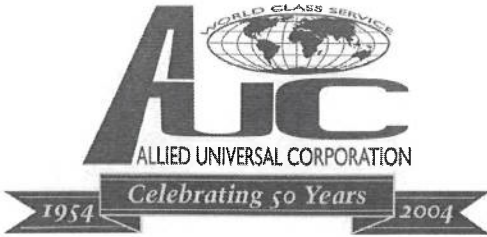
- MISSISSIPPI 1 site(s)
- FLORIDA 4 site(s)
- ARKANSAS 1 site(s)
- GEORGIA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tawana Houston	Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 131		
E-mail Address:	TawanaH@allieduniversal.com		
Name:	Irene Ham	Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 148		
E-mail Address:	IreneH@allieduniversal.com		
Name:	Andrea L. Smith		

Company ID Number: 122833

Telephone Number:	(305) 888 - 2623 ext. 124	Fax Number:	(305) 392 - 5732
E-mail Address:	AndreaS@allieduniversal.com		



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Ft. Lauderdale will comply with the AWWA B300 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.

By means of ☒ physical presence or ☐ online notarization.

This 23rd day of June, 2021

By: 
Cristhianne Munguia
Bid Coordinator

(Notary Seal)





Signature of Notary Public.



Print or Type Name of Notary

Personally Known ☒

Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
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204 SCM Road
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AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmdale, CA 91354
ANT 2 Exhibit 3



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, June 18, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website](#)

(<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L

CAM 21-0674

Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation
3901 Northwest 115 Avenue
Miami, FL 33178

United States
305-888-2623
[Visit this company's website](http://www.allieduniversal.com)
(<http://www.allieduniversal.com>)

Facility : # 3 USA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2
Number of matching Products is 49
Processing time was 0 seconds

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.

Storage

Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNO C)

No OSHA defined hazard classes.

Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.

Supplemental information

None.

3. Composition/information on ingredients**Mixtures**

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures**Inhalation**

Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.

Skin contact

Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.

Eye contact

Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.

Ingestion

Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important symptoms/effects, acute and delayed

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Indication of immediate medical attention and special treatment needed

Immediate medical attention is required. Causes chemical burns. Treat symptomatically.

General information

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures**Suitable extinguishing media**

Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.

Unsuitable extinguishing media

Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.

Specific hazards arising from the chemical

Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.

Special protective equipment and precautions for firefighters

Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.

Fire fighting equipment/instructions

Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

Vapors are heavier than air and may spread along floors.

Hazardous combustion products

Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.

Environmental precautions

Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.

Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage**Precautions for safe handling**

Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity

City of Fort Lauderdale 12525-312

Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9)		3 Not classifiable as to carcinogenicity to humans.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group III
Environmental hazards
Marine pollutant No.
EmS F-A, S-B
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
 All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCs)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

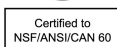
Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	12-03-2020
Version #	04
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
 CAS: Chemical Abstract Services
 CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
 CFR: Code of Federal Regulations
 DOT: Department of Transportation
 DSL: Domestic Substance List
 EC: European Community
 EINECS: European Inventory of Existing Commercial chemical Substances
 EPA: Environmental Protection Agency
 EPCRA: Emergency Planning and Community Right-to-Know Act
 HSDB® - Hazardous Substances Data Bank
 IARC: International Agency for Research on Cancer
 IATA: International Air Transport Association
 IBC: Intermediate Bulk Container
 IMDG: International Maritime Dangerous Goods
 LC: Lethal Concentration
 LD: Lethal Dose
 NOEC: No observable effect concentration
 NTP: National Toxicology Program
 OECD: Organisation for Economic Cooperation and Development
 OSHA: Occupational Safety and Health Administration
 PPE: Personal Protective Equipment
 RCRA: Resource Conservation and Recovery Act
 RTECS: Registry of Toxic Effects of Chemical Substances
 SARA: Superfund Amendments and Reauthorization Act
 SDS: Safety Data Sheet
 STEL: Short Term Exposure Limit
 TLV: Threshold Limit Values
 TWA: Time Weighted Average
 Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancescenter.com>

Disclaimer

Disclaimer

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 Material Safety Data Sheet from manufacturer.
 OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.


Bid #12006-372 - Sodium Hypochlorite (CO-OP)Creation Date **Jul 19, 2017**End Date **Aug 11, 2017 2:00:00 PM EDT**Start Date **Jul 21, 2017 4:29:31 PM EDT**Awarded Date **Not Yet Awarded**

12006-372--01-01 Sodium Hypochlorite - Tanker Load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.498	2157356 / gallon	\$1,074,363.288	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.522	2157356 / gallon	\$1,126,139.832	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.69	2157356 / gallon	\$1,488,575.64	Y	Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

12006-372--01-02 Sodium hypochlorite - Less than tanker load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.548	180000 / gallon	\$98,640.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.68	180000 / gallon	\$122,400.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.72	180000 / gallon	\$129,600.00		Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Allied Universal Corporation [Ad]		\$1,173,003.288 (2/2 items)	
Bid Contact	Catherine Guillarmod CristyM@allieduniversal.com Ph 305-888-2623 Fax 786-522-0215	Address	3901 N.W. 115 Ave. Miami, FL 33178
Supplier Code 00002648			
Agency Notes:		Supplier Notes:	Head Attch: 

f Odyssey Manufacturing Company		\$1,248,539.832 (2/2 items)	
Bid Contact	Patrick Allman pallman@odysseymanufacturing.com Ph 813-635-0339 Fax 813-630-2589	Address	1484 Massaro Blvd. Tampa, FL 33619
Agency Notes:		Supplier Notes:	Head Attch: 

f Brenntag Mid-South Inc. [Ad]		\$1,618,175.64 (2/2 items)	
Bid Contact	Stephanie Ubach subach@brenntag.com Ph 800-876-1727	Address	250 Central Florida Parkway Orlando, FL 32824

Fax 407-851-3512	
Agency Notes:	Supplier Notes:
Head Attch: 	

**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder 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 ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: 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. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 authorized by law.
- 5.12 RECORDS/AUDIT:** 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. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. 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 City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Cristhianne Munguia
Authorized Signature

Bid Coordinator
Title

Cristhianne Munguia
Name (Printed)

6/8/21
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

Allied Universal Corporation

Company Name

Cristhianne Munguia

Name (Printed)

6/8/21

Date

Cristhianne Munguia

Signature

Bid Coordinator

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Allied Universal Corporation** EIN (Optional):

Address: **3901 NW 115 Avenue**

City: **Miami** State: **FL** Zip: **33178**

Telephone No.: **305-888-2623 Ext.0125** FAX No.: **786-522-0215** Email: **Bids@Allieduniversal.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **14**

Total Bid Discount (**section 1.05 of General Conditions**): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	6/11/21				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Cristhianne Munguia
Name (printed)

6/11/21
Date

Cristhianne Munguia
Signature

Bid Coordinator
Title

Revised 4/28/2020

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING A NEW NEIGHBORHOOD SIGN FOR THE CORNER OF GRIFFIN ROAD AND SOUTHWEST 24TH AVENUE, CONFORMING TO THE CITY'S ADOPTED DESIGN REQUIREMENTS

Purchasing Requests ONLY

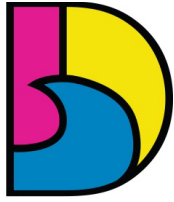
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Neighborhood Sign memo revised, R-2022- Dania Cove Neighborhood Sign (Griffin Road and Southwest 24th Avenue), Neighborhood Name Outreach Report, Dania Cove Neighborhood Map, EXHIBIT A-Mailer with Survey, EXHIBIT B-Paper Survey Results



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning & Zoning Manager **RL**

SUBJECT: Authorizing a new neighborhood sign for the corner of Griffin Road and SW 24 Avenue, conforming to the City's adopted design requirements.

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.08.16 11:26:12 -0400

Eleanor Norena
Digitally signed by Eleanor Norena
Date: 2022.08.16 11:26:12 -0400

Request

The Community Development Department is requesting approval of a new neighborhood sign for the corner of Griffin Road and SW 24 Avenue, conforming to the City's adopted design requirements and naming the subject neighborhood Dania Cove.

Background

In 2018, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan, and Resolution No. 2018-043 authorizing funding to implement the rebranding initiative. Request for Qualifications ("RFQ") No. 18-013 resulted in the selection of qualified sign companies that were awarded contracts to conduct signage production and replacement. The Rebranding Signage Production and Replacement Project was one element of the initiative established to replace over 58 signs for neighborhoods, parks, buildings etc. throughout the City.

All signs have been installed except for the location at Griffin Road and SW 24 Avenue, where there are two unauthorized signs not fitting the City's adopted design standards, and naming the neighborhood Broward Heights, one of the local plat names. Apparently someone placed signs at the subject location without City approval, and the name Broward Heights was not appreciated by residents as a name for the neighborhood.

A survey of neighborhood residents was conducted by the Community Development Department and consultant, Integrated Perspectives. Using mail, internet and an in-person community meeting, citizens of the neighborhood overwhelmingly expressed support for the new City neighborhood signs to contain a new name, Dania Cove. This reflects the Dania Cove Park lying at the north of the subject neighborhood, which is a point of pride among nearby residents.

Budgetary Impact

Funding for the fabrication and installation of this Neighborhood sign will not exceed \$7,500 and will be appropriated with the remaining available funding left over from the 2018 Rebranding Plan.

Recommendation

Approve the resolution approving the new neighborhood sign.

Attachments:

Resolution
Consultant's Report
Survey
Completed Surveys

RESOLUTION NO. 2022-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A NEW NEIGHBORHOOD SIGN FOR THE CORNER OF GRIFFIN ROAD AND SOUTHWEST 24TH AVENUE, CONFORMING TO THE CITY'S ADOPTED DESIGN REQUIREMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan, and Resolution No. 2018-043 authorizing funding to implement the rebranding initiative; and

WHEREAS, the Rebranding Signage Production and Replacement Project was one element of the initiative established to replace over 58 signs for neighborhoods, parks, buildings, etc., throughout the City; and

WHEREAS, all signs have been installed except for the location at Griffin Road and Southwest 24th Avenue, where there are two unauthorized signs not fitting the City's adopted design standards, and naming the neighborhood Broward Heights, one of the local plat names.; and

WHEREAS, a survey of neighborhood residents was conducted by the Community Development Department and consultant Integrated Perspectives, using mail, internet and an in-person community meeting; and

WHEREAS, citizens of the neighborhood overwhelmingly expressed support for the new City neighborhood signs to contain a new name, Dania Cove, reflecting the Dania Cove Park lying at the north of the subject neighborhood, which is a point of pride among nearby residents;

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 a new neighborhood sign for the corner of Griffin Road and Southwest 24th Avenue, conforming to the City's adopted design requirements, and naming the area Dania Cove.

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 take effect and be in force immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Neighborhood Name Outreach Report

Summary

The implementation plan for Dania Beach's rebranding includes adding neighborhood signage. One neighborhood had an unauthorized sign that began a discussion about the neighborhood identity. The City reached out to the residents and asked for their input. Over 80% of respondents agree that naming the neighborhood after the neighborhood park, Dania Cove, is their preferred name.

Background

The City has installed "Neighborhood Name Signs" at the entrance of several residential neighborhoods, with the designs of the signs matching the City-wide brand. To date, all signs have been installed except for one for the neighborhood generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, and SW 25th Terrace. An unauthorized sign was installed in the neighborhood that read "Broward Heights Neighborhood." This sign will be replaced, but it brought discussion on what the area would be named. Therefore, the City consulted with the residents to gain input on the desired names of the neighborhood.

Process

The scope of outreach included approximately 135 residential households and three businesses in the plats of Broward Heights, Seaboard Park, Dania Homes, and Marshalls Everglades in Dania Beach.

The City informed the residents about the neighborhood signage program, provided a history of the neighborhood identity, and asked for residents' input on the desired name of their community. Input opportunities included paper surveys mailed to each resident, online survey links, and in-person surveys.

· Mailers with a Survey

Paper surveys were mailed to residents on July 2, 2022. A copy of the mailer is included as Exhibit A. The surveys were in English and Spanish and addressed to property owners listed in the property appraiser. The mailers had why the City was reaching out, background on the signage project, and opportunities to give input. The survey was two pages and included providing information on who was responding. In addition, the survey included information on why the neighborhood may be named specific names. Four questions were in an either-or format, and then there was an overall ranking of names. The final question included a write-in name for the neighborhood. The survey provided a City address to mail the survey back to, plus a City contact for any questions.



· Online Survey

Each paper survey mailed contained a link to an online survey. The survey link was provided as a web address and a QR code. The link allowed residents to provide input online through Survey Monkey instantly. The survey was projected as easy to complete through Survey Monkey, with an average time to complete being less than 5 minutes. This survey was not exactly like the paper survey but did mirror the content. Online surveys were asked to be completed by July 18, 2022.

· Open House

The mailing also included notification of an Open House to complete the survey in person at PJ Melia Park on July 19, 2022, from 6:00 pm-7:30 pm. The Open House allowed people to stop in and complete the survey in person. The Open House also provided an opportunity for residents to ask any questions about the input being collected. Information was collected on paper surveys with the same questions as the mailed survey. In addition, signs were posted on PJ Melia Park indicating the Open House.

Results

A total of 30% of households responded to the survey through all outreach efforts. Of these responses, 80.5 % agreed on the name of Dania Cove for the neighborhood. There are a total of 41 responses, of which 33 of ranked Dania Cove as their number one choice out of all names. The other names ranked number one by 8 households were the following:

- Seaboard Park (1 vote)
- Griffin Heights (2 votes)
- Park Terrace (2 votes)
- Cove Park (2 votes)
- Dania Waterfront Park (1 vote)

Of the responses received, 13 were received by a mailed back survey, 2 attended the open house, and 26 responded to the online survey. Most of the surveys were completed online, and almost all respondents ranked Dania Cove as their number one choice and chose Dania Cove over Cove Park. However, the 15 surveys that were completed by paper did not fill out all the preferences in the survey and instead clearly indicated that the Dania Cove name was the favorite. The mailed back surveys are included in Exhibit B.



INTEGRATED
PERSPECTIVES
PLANNING & LANDSCAPE
ARCHITECTURE

INPUT LOCATION MAP DANIA BEACH 5.4.22

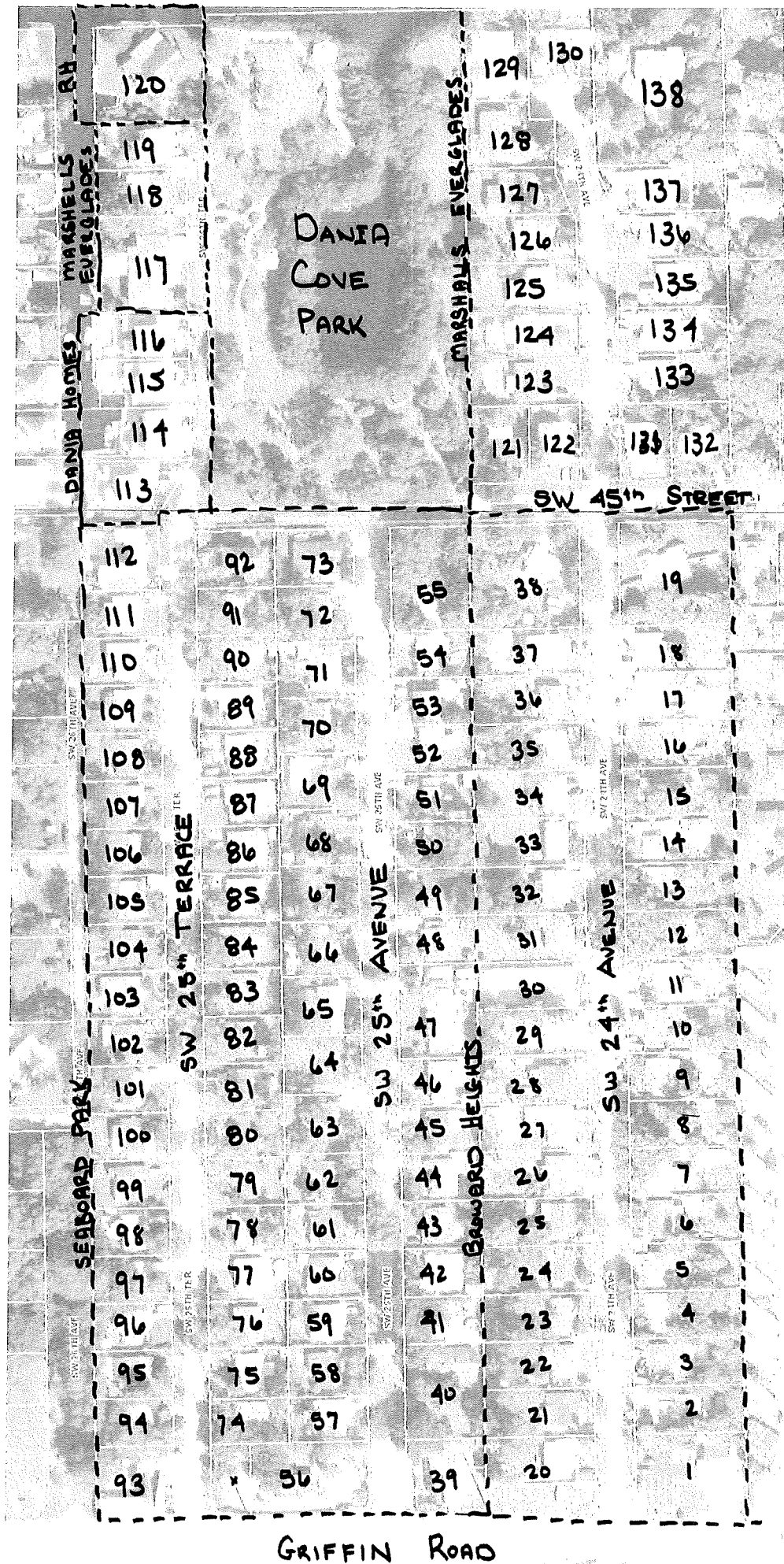


EXHIBIT A



Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

The City of Dania Beach would like your input on naming for your neighborhood. The feedback you provide will be used for decision-making to provide a neighborhood sign.

Here is a bit of background on how we got here:

- In late 2017, the City approved a new logo and slogan for Dania Beach's rebranding initiative.
- In early 2018, the city held a workshop to discuss rebranding and its implementation plan. Included in the approved implementation plan was a neighborhood signage project to foster a stronger sense of community among residents. The rebranding signage project includes installing 58 signs for neighborhoods, parks, buildings etc., throughout the city.
- To date, all signs have been installed except for the sign for your neighborhood.
- An unauthorized sign installed in your neighborhood read "Broward Heights Neighborhood." This sign has been removed and will be replaced by the City's official signage to complete the rebranding signage project.
- There are multiple views on the naming of your neighborhood. The City values your input and wants feedback on alternatives for the desired names of the neighborhood.

The City will provide numerous ways for you to participate in giving feedback. In addition to this mailer, which you can mail back, the City will have an online survey and an open house. You only need to participate once.

We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: _____

Address: _____

Email: _____

Phone Number: _____

-
2. If your mailing address is different from the above address, please enter it here:

Name: _____

Address: _____

City/State: _____

Phone Number: _____

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights _____

Seaboard Park _____

Seaboard Heights _____

Broward Park _____

Griffin Heights _____

West Dania Heights _____

Dania Cove _____

Cove Park _____

Park Terrace _____

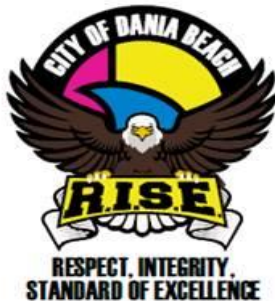
Other _____

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640





Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

The City of Dania Beach would like your input on naming for your neighborhood. The feedback you provide will be used for decision-making to provide a neighborhood sign.

Here is a bit of background on how we got here:

- In late 2017, the City approved a new logo and slogan for Dania Beach's rebranding initiative.
- In early 2018, the city held a workshop to discuss rebranding and its implementation plan. Included in the approved implementation plan was a neighborhood signage project to foster a stronger sense of community among residents. The rebranding signage project includes installing 58 signs for neighborhoods, parks, buildings etc., throughout the city.
- To date, all signs have been installed except for the sign for your neighborhood.
- An unauthorized sign installed in your neighborhood read "Broward Heights Neighborhood." This sign has been removed and will be replaced by the City's official signage to complete the rebranding signage project.
- There are multiple views on the naming of your neighborhood. The City values your input and wants feedback on alternatives for the desired names of the neighborhood.

The City will provide numerous ways for you to participate in giving feedback. In addition to this mailer, which you can mail back, the City will have an online survey and an open house. You only need to participate once.

We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Damaris Borrelli
Address: 4631 SW 25 TR Dania FL 33312
Email: dnm9306@gmail.com
Phone Number: 954 842-8014

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or **Seaboard Park**

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or **Broward Park**

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or **West Dania Heights**

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or **Cove Park**

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>6</u>
Seaboard Park	<u>5</u>
Seaboard Heights	<u>3</u>
Broward Park	<u>2</u>
Griffin Heights	<u>1</u>
West Dania Heights	<u>2</u>
Dania Cove	<u>4</u>
Cove Park	<u>8</u>
Park Terrace	<u>9</u>
Other	<u>10</u>

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640





Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

The City of Dania Beach would like your input on naming for your neighborhood. The feedback you provide will be used for decision-making to provide a neighborhood sign.

Here is a bit of background on how we got here:

- In late 2017, the City approved a new logo and slogan for Dania Beach's rebranding initiative.
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KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: ANGELA ALEKAYA

Address: 4437 SW 24th AVE

Email: _____

Phone Number: _____

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or **West Dania Heights**

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>9</u>
Seaboard Park	<u>5</u>
Seaboard Heights	<u>6</u>
Broward Park	<u>8</u>
Griffin Heights	<u>3</u>
West Dania Heights	<u>2</u>
Dania Cove	<u>1</u>
Cove Park	<u>4</u>
Park Terrace	<u>7</u>
Other	<u> </u>

9. If you have another name that you like above all others, please write it below.

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We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52nd Street
Dania Beach, FL 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
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<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: _____



Ms. Judith A. Ponte
4521 SW 25th Ter
Ft. Lauderdale, FL 33312

Address: _____

Email: _____

CJCHIPN DALES 1993@ BELL SOUTH .NET

Phone Number: _____

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	_____
Seaboard Park	_____
Seaboard Heights	_____
Broward Park	_____
Griffin Heights	_____
West Dania Heights	_____
Dania Cove	_____ 
Cove Park	_____
Park Terrace	_____
Other	_____

9. If you have another name that you like above all others, please write it below.

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We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: VITO CUCUZZA

Address: 4401 SW 24 AVE

Email: ROSE1976@BELLSOUTH.NET

Phone Number: 954-961-1491

2. If your mailing address is different from the above address, please enter it here:

Name:

Vito F Cuenya

Address:

4401 SW 24 Avenue

City/State:

Fort Lauderdale FL 33312

Phone Number:

954-961-1481

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights _____

Seaboard Park _____

Seaboard Heights _____

Broward Park _____

Griffin Heights _____

West Dania Heights _____

Dania Cove _____

Cove Park _____

Park Terrace _____

Other PARADISE CITY
Paradise City

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640





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July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

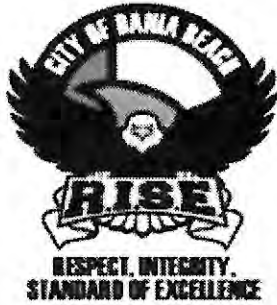
July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, FL 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Thomas Heavey

Address: 4403 SW 24 Ave, Dania 33312

Email: twheavey@aol.com

Phone Number: 954-547-2818

2. If your mailing address is different from the above address, please enter it here:

Name: _____

Address: _____

City/State: _____

Phone Number: _____

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

☒ Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

neither

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

neither

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or West Dania Heights

heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>NO</u>
Seaboard Park	<u>NO</u>
Seaboard Heights	<u>NO</u>
Broward Park	<u>NO</u>
Griffin Heights	<u>NO</u>
West Dania Heights	<u>NO</u>
Dania Cove	<u>1</u>
Cove Park	<u>2</u>
Park Terrace	<u>NO</u>
Other	<u> </u>

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640





Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

The City of Dania Beach would like your input on naming for your neighborhood. The feedback you provide will be used for decision-making to provide a neighborhood sign.

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KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

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<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: H. James McGinness

Address: 4407 SW 24 Ave Fort Lauderdale, FL 33312

Email: Jim McGi@comcast.net

Phone Number: 954-658-6831

2. If your mailing address is different from the above address, please enter it here:

Name: _____

Address: Same

City/State: _____

Phone Number: _____

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

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Circle answer.

Griffin Heights or West Dania Heights

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Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>9</u>
Seaboard Park	<u>4</u>
Seaboard Heights	<u>8</u>
Broward Park	<u>5</u>
Griffin Heights	<u>6</u>
West Dania Heights	<u>7</u>
Dania Cove	<u>1</u>
Cove Park	<u>2</u>
Park Terrace	<u>3</u>
Other	<u> </u>

9. If you have another name that you like above all others, please write it below.

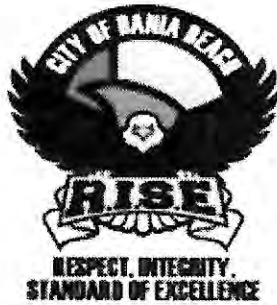
Thank you for your time.

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If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640



Thank
You,
Jim - Simon



Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

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We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

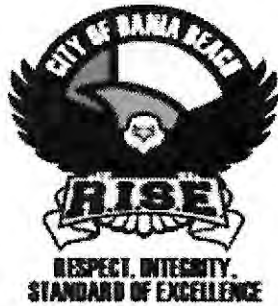
July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Dennis J Perdue

Address: 4684 SW 24 AVE FT LAUD FL 33312

Email: cnosparks@ATT.NET

Phone Number: 954.261.2822

2. If your mailing address is different from the above address, please enter it here:

Name: _____

Address: SAME

City/State: _____

Phone Number: _____

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

☒ Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or **Seaboard Park**

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or **Broward Park**

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or **West Dania Heights**

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or **Cove Park**

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>10</u>
Seaboard Park	<u>3</u>
Seaboard Heights	<u>10</u>
Broward Park	<u>4</u>
Griffin Heights	<u>10</u>
West Dania Heights	<u>10</u>
Dania Cove	<u>1</u>
Cove Park	<u>2</u>
Park Terrace	<u>5</u>
Other	<u> </u>

9. If you have another name that you like above all others, please write it below.

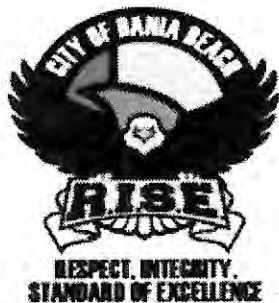
P.S. How ABOUT Speed Humps on 24 AVE?

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640





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*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, FL. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

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<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Ronda Podell

Address: 4701 SW 24 AV#

Email: rondapodell@yahoo.com

Phone Number: 954-966-0986

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?

Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?

Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?

Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?

Circle answer.

Dania Cove or **Cove Park**

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights 2-

Seaboard Park _____

Seaboard Heights _____

Broward Park _____

Griffin Heights 4

West Dania Heights 3

Dania Cove _____

Cove Park _____

Park Terrace _____

Other 1 DANIA COVE park

9. If you have another name that you like above all others, please write it below.

DANIA COVE park

Thank you for your time.

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

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Stephen R & Connie E Taylor

Address: 4550 SW 25th Terrace Fort Lauderdale FL 33312

Email: Taylorconnie51@yahoo.com

Phone Number: 954 292-0827

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

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Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>10</u>
Seaboard Park	<u>10</u>
Seaboard Heights	<u>10</u>
Broward Park	<u>10</u>
Griffin Heights	<u>10</u>
West Dania Heights	<u>10</u>
Dania Cove	<u>1</u>
Cove Park	<u>4</u>
Park Terrace	<u>10</u>
Other	<u>N/A</u>

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

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Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: MICHAEL TEBOR

Address: 4376 SW 25th Terr. AD+1+2 DANIA, 33012

Email: mike.tebor@gmail.com

Phone Number: 954 275 3605



Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

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July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm

Broward Heights	<u>9</u>
Seaboard Park	<u>1</u>
Seaboard Heights	<u>5</u>
Broward Park	<u>8</u>
Griffin Heights	<u>7</u>
West Dania Heights	<u> </u>
Dania Cove	<u>23</u>
Cove Park	<u>34</u>
Park Terrace	<u>6</u>
Other	<u>2</u>
DAWIA WATERFRONT PARK	

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

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2. If your mailing address is different from the above address, please enter it here:

Name: MICHAEL TEBOR

Address: 250 SE 9th ST.

City/State: POMPAH BEACH, FLA. 33060

Phone Number: 954 275 3605

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

~~Broward Heights~~ or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or ~~Broward Park~~

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:



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OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Irena Loleska

Address: 4561 SW 25 AVE

Email: pyin.triangles@aol.com

Phone Number: 954-678-8521



Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

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July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm

Broward Heights	1	
Seaboard Park	(2)	second choice
Seaboard Heights	1	
Broward Park	1	
Griffin Heights	1	
West Dania Heights	1	
Dania Cove	(1)	First choice
Cove Park	1	
Park Terrace	1	
Other		Dania cove

9. If you have another name that you like above all others, please write it below.

Dania cove is a perfect name that shares true locality and gives a nod to County Park improvements, as well. IT feels fresh &

Thank you for your time.

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includes the Park in our stated area.

2. If your mailing address is different from the above address, please enter it here:

Name: _____

Address: _____

City/State: _____

Phone Number: _____

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

(Hello & thanks again, Mr Lorber!)

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

~~Seaboard Heights or Broward Park~~

neither reflect
accuracy

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

~~Griffin Heights or West Dania Heights~~

more confusion

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

→ it reflects topographical
and locality reality; sounds
more upscale & easier to
kind.

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:



15

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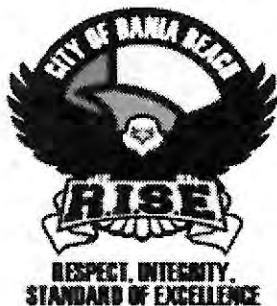
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OR

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Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name:

Donna Eades

Address:

4711 SW 25 Terrace

Email:

dedivers@att.net

Phone Number:

H: 954.981.6666 C: 954.663.1709

2. If your mailing address is different from the above address, please enter it here:

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Address:

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Circle answer.

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Circle answer.

Dania Cove or Cove Park

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Three Sound
& Housing
Like Section

→ Broward Heights	no
→ Seaboard Park	no
→ Seaboard Heights	no
→ Broward Park	no
→ Griffin Heights	no
→ West Dania Heights	no
Dania Cove	2
Cove Park	3
Park Terrace	1
Other	<u>The Terrace</u>

9. If you have another name that you like above all others, please write it below.

The Terrace

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

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- To date, all signs have been installed except for the sign for your neighborhood.
- An unauthorized sign installed in your neighborhood read "Broward Heights Neighborhood." This sign has been removed and will be replaced by the City's official signage to complete the rebranding signage project.
- There are multiple views on the naming of your neighborhood. The City values your input and wants feedback on alternatives for the desired names of the neighborhood.

The City will provide numerous ways for you to participate in giving feedback. In addition to this mailer, which you can mail back, the City will have an online survey and an open house. You only need to participate once.

We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

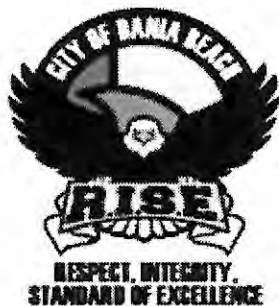
July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, Fl. 33312

Time: 6:00 pm-7:30 pm



Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online

<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: LAZARO RODRIGUEZ MARIA Jimenez

Address: 4631 SW 25 AVE

Email: laz Rod fit 69 @ gmail . com

Phone Number: 786 515-4880

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?
Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?
Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?
Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?
Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	_____
Seaboard Park	<u>4</u>
Seaboard Heights	<u>3</u>
Broward Park	_____
Griffin Heights	_____
West Dania Heights	_____
Dania Cove	<u>1</u>
Cove Park	<u>2</u>
Park Terrace	_____
Other	_____

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640





Hola, le enviamos esta carta porque figura como propietario de una propiedad generalmente ubicada al norte de Griffin Road en SW 24th Avenue, SW 25th Avenue o SW 25th Terrace.

La Ciudad de Dania Beach quisiera su opinión sobre el nombre de su vecindario. Los comentarios que proporcione se utilizarán para la toma de decisiones para construir un letrero para el vecindario.

Aquí hay un poco de información sobre cómo llegamos aquí:

- A fines de 2017, la Ciudad aprobó un nuevo logotipo y eslogan para la iniciativa de una nueva identidad para Dania Beach.
- A principios de 2018, la ciudad realizó un taller para discutir la nueva identidad y su plan de implementación. En el plan de implementación aprobado se incluyó un proyecto de señalización en el vecindario para fomentar un sentido más fuerte de comunidad entre los residentes. El proyecto de señalización de la nueva identidad incluye la instalación de 58 letreros para vecindarios, parques, edificios, etc., en toda la ciudad.
- Hasta la fecha, se han instalado todos los letreros excepto el letrero de su vecindario.
- Un letrero instalado sin autorización en su vecindario dice "Broward Heights Neighborhood". Este letrero ha sido removido y será reemplazado por un letrero oficial de la Ciudad para completar el proyecto de instalar letreros con la nueva identidad.
- Existen múltiples puntos de vista sobre el nombre de su vecindario. La Ciudad valora su opinión y quiere comentarios sobre alternativas para los nombres deseados del vecindario.

La Ciudad le proporcionará numerosas formas de participar dando su opinión. Además de esta carta, que puede devolver por correo, la Ciudad tendrá una encuesta en línea y una jornada de puertas abiertas. Solo necesitas participar una vez.

¡Esperamos con interés escuchar de usted!

FECHAS CLAVE*

*Por favor participa en uno

15 de julio de 2022: Devuelva esta encuesta

18 de julio de 2022: Complete la encuesta en línea @ <https://www.surveymonkey.com/r/DaniaBeach>

19 de julio de 2022: Jornada de puertas abiertas para completar la encuesta en persona

Lugar: Parque PJ Meliá

2901 SW 52 Calle

Dania Beach, Florida 33312

Hora: 6:00 pm-7:30 pm



Encuesta de Nombres del Vecindario de Dania Beach

Escanee el código QR a continuación para completar la encuesta en línea

<https://www.surveymonkey.com/r/DaniaBeach>



O

Complete esta encuesta en papel y envíela por correo a:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Ingrese su nombre y dirección de la propiedad que posee ubicada al norte de Griffin Road en SW 24th Avenue, SW 25th Avenue o SW 25th Terrace cerca de Dania Cove Park en Dania Beach, Florida.

Nombre: Leo Weisk

Dirección: 4630 SW 25 AVE 33312

Correo Electrónico: _____

Número de Teléfono: 954 303 3724

2. Si su dirección postal es diferente a la anterior, escribala aquí:

Nombre: _____

Dirección: _____

Ciudad/Estado: _____

Número de Teléfono: _____

3. ¿Es la dirección en la que pasa la mayor parte de su tiempo la dirección de la pregunta número 1?
Marque la respuesta.

Si o No

4. Cuando un terreno grande se desarrolla en lotes residenciales más pequeños, se crea un mapa de plano para mostrar lotes residenciales, calles y parques. Estos se utilizan a menudo para nombrar subdivisiones. Este vecindario tiene dos planos más grandes: Broward Heights y Seaboard Park. ¿Cuál de estos nombres del plano es su nombre preferido para su vecindario?
Marque la respuesta.

Broward Heights o Seaboard Park

5. Dado que varios planos catastrales (planos) son parte de su vecindario, una combinación de los nombres de los planos podría ser el nombre de su vecindario. ¿Prefieres Seaboard Heights o Broward Park?
Marque la respuesta.

Seaboard Heights o Broward Park

6. Los vecindarios también se pueden nombrar en relación con su posición o ubicación en la ciudad. Algunas ideas de nombres son Griffin Heights y West Dania Heights. ¿Cuál de estos nombres prefieres?
Marque la respuesta.

Griffin Heights o West Dania Heights

7. Otra forma común de nombrar un vecindario es según las características locales o las características de identificación. Su vecindario incluye un parque de la ciudad, Dania Cove. ¿Prefieres Dania Cove o Cove Park?

Marque la respuesta.

Dania Cove o Cove Park

8. Clasifique los nombres para el vecindario que más le gustan en una escala del 1 al 10, siendo 1 su favorito y 10 el menos favorito:

Broward Heights	_____
Seaboard Park	_____
Seaboard Heights	<u>3</u>
Broward Park	_____
Griffin Heights	_____
West Dania Heights	_____
Dania Cove	<u>1</u>
Cove Park	<u>2</u>
Park Terrace	_____
Otro	_____

9. Si tiene otro nombre que le gusta más que todos los demás, escríbalo a continuación.

Gracias por su tiempo.

Después de recopilar información sobre el nombre del vecindario, la Ciudad compilará y evaluará los resultados. La Comisión de la Ciudad tomará la decisión final sobre el nombre del vecindario a principios del verano.

Si tiene alguna pregunta, comuníquese con Richard Lorber, Gerente de Planificación y Zonificación en rlorber@daniabeachfl.gov o por teléfono al 954-924-6805 ext. 3640





Dania Beach Neighborhood Naming Input Survey

Please scan the QR Code below to complete the survey online
<https://www.surveymonkey.com/r/DaniaBeach>



<https://www.surveymonkey.com/r/DaniaBeach>

OR

Fill out this paper survey and mail to:

Richard Lorber,
Planning & Zoning Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

1. Please enter your name and address of the property you own located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace near Dania Cove Park in Dania Beach, Florida.

Name: Margaret Grate

Address: 4721 SW 25th Terrace Ft. Lauderdale, FL

Email: 33312

Phone Number: _____



Hello, this mailer is being sent to you because you are listed as a property owner of a property generally located north of Griffin Road on SW 24th Avenue, SW 25th Avenue, or SW 25th Terrace.

The City of Dania Beach would like your input on naming for your neighborhood. The feedback you provide will be used for decision-making to provide a neighborhood sign.

Here is a bit of background on how we got here:

- In late 2017, the City approved a new logo and slogan for Dania Beach's rebranding initiative.
- In early 2018, the city held a workshop to discuss rebranding and its implementation plan. Included in the approved implementation plan was a neighborhood signage project to foster a stronger sense of community among residents. The rebranding signage project includes installing 58 signs for neighborhoods, parks, buildings etc., throughout the city.
- To date, all signs have been installed except for the sign for your neighborhood.
- An unauthorized sign installed in your neighborhood read "Broward Heights Neighborhood." This sign has been removed and will be replaced by the City's official signage to complete the rebranding signage project.
- There are multiple views on the naming of your neighborhood. The City values your input and wants feedback on alternatives for the desired names of the neighborhood.

The City will provide numerous ways for you to participate in giving feedback. In addition to this mailer, which you can mail back, the City will have an online survey and an open house. You only need to participate once.

We look forward to hearing from you!

KEY DATES*

*Please participate in one

July 15, 2022: Return this Survey

July 18, 2022: Complete Online Survey @ <https://www.surveymonkey.com/r/DaniaBeach>

July 19, 2022: Open House to Complete Survey in-person

Location: PJ Melia Park

2901 SW 52 Street

Dania Beach, FL. 33312

Time: 6:00 pm-7:30 pm

2. If your mailing address is different from the above address, please enter it here:

Name:

Address:

City/State:

Phone Number:

3. Is the address you spend most of your time located at the address from question number 1?
Circle answer.

Yes or No

4. When a large piece of land is developed into smaller residential lots, a plat map is created to show residential lots, streets, and parks. These are often used to name subdivisions. This neighborhood has two larger plats: Broward Heights and Seaboard Park. Which of these Plat names is your preferred name for your neighborhood?

Circle answer.

Broward Heights or Seaboard Park

5. Since multiple plats are part of your neighborhood, a combination of the plat names could be your neighborhood name. Do you prefer Seaboard Heights or Broward Park?

Circle answer.

Seaboard Heights or Broward Park

6. Neighborhoods can also be named in relation to their position or location in City. Some ideas for names are Griffin Heights and West Dania Heights. Which of these names do you prefer?

Circle answer.

Griffin Heights or West Dania Heights

7. Another common way to name a neighborhood is after local features or identifying characteristics. Your neighborhood includes a City park, Dania Cove. Do you prefer Dania Cove, or Cove Park?

Circle answer.

Dania Cove or Cove Park

8. Please rank which neighborhood names you like best on a scale of 1 to 10, with 1 being your favorite and 10 being your least favorite:

Broward Heights	<u>9</u>
Seaboard Park	<u>3</u>
Seaboard Heights	8 <u>5</u>
Broward Park	<u>8</u>
Griffin Heights	<u>6</u>
West Dania Heights	5 <u>4</u>
Dania Cove	<u>1</u>
Cove Park	<u>2</u>
Park Terrace	1 <u>6</u>
Other	<u> </u>

9. If you have another name that you like above all others, please write it below.

Thank you for your time.

After input has been collected on the neighborhood name, the City will compile and evaluate the results. The City Commission will make the final decision on the neighborhood name by the end of the summer.

If you have any questions, please get in touch with Richard Lorber, Planning & Zoning Manager at rlorber@daniabeachfl.gov or by phone at 954-924-6805 ext. 3640



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 TAMARAC PROPOSAL DOCUMENT NO. 18-21R WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2022-2023, INCLUSIVE OF EXISTING PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

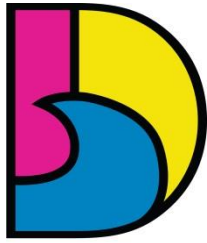
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Advanced Data Solutions

Exhibits Attached

CM re Scanning Services for Community Development Department - Planning Files, R-2022-Advanced Data Solutions, Inc. Agreement for Scanning Services FY22-23 for CD (Piggyback Tamarac) and to Exceed \$25K, Exhibit A to Agreement



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

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

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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.08.16 11:26:51 -0400

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou=emall-norena@dania-beachfl.gov, c=US
Date: 2022.08.16 08:51:23 -0400

Request

The Community Development Department is requesting approval to piggyback an agreement with the City of Tamarac and Advanced Data Solutions, Inc. (ADS) for scanning services.

Background

The Community Development Department has piggybacked an agreement with ADS and the City of Fort Lauderdale for scanning services of our department files to include building permit and planning files. The City of Fort Lauderdale's agreement with ADS expired on May 15, 2022. The department is requesting to piggyback an agreement between the City of Tamarac and ADS to continue services without interruption. The renewal contract will be effective through September 30, 2023.

Continuing to digitize the department's files is in line with the City's Strategic Plan and will continue streamlining the public records request process and ultimately, eliminates 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 the City of Tamarac under Proposal Document Number 18-21R. The "piggy-back" bid process is provided by Florida Statue and Dania Beach ordinance. Funding is available and appropriated from the General Fund Account No. 001-15-01-515-34-10.

Recommendation

The Department recommends approval to continue services and enter into an agreement with Advanced Data Solutions, Inc. for scanning services by piggybacking with the City of Tamarac.

Attachments

Agreement between the City of Tamarac and Advanced Data Solutions, Inc.
Letter of Acceptance from Advanced Data Solutions, Inc.

RESOLUTION NO. 2022-129

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 TAMARAC PROPOSAL DOCUMENT NO. 18-21R WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2022-2023, 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 Tamarac Proposal No. 18-21R which is effective through September 30, 2023, 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 \$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 \$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 \$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 \$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 \$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 August 23, 2022.

ATTEST:

THOMAS SCHNIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND ADVANCED DATA SOLUTIONS, INC., A FLORIDA
CORPORATION, UNDER A CITY OF TAMARAC INVITATION TO BID
("ITB") NO. 19-22B, FOR SCANNING SERVICES.**

This is an Agreement (the "Agreement") dated _____, 2022 between the City of Dania Beach, Florida, a municipal corporation ("City") with an address of 100 W. Dania Beach Boulevard, Dania Beach, Florida, 33004 and Advanced Data Solutions, Inc., a Florida corporation ("Contractor"), with a mailing address of 141 Scarlet Boulevard, Oldsmar, Florida 24677.

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 Agreement existing between the Contractor and the City of Tamarac and any amendment(s) to it, under an award by the City of Tamarac of a contract (the agreement related to Invitation to Bid No. 19-22B, a copy of which is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Tamarac, or any city for these same services, then Contractor shall provide such lower service rates to the City.
2. The term of this Agreement shall be through September 30, 2023.
3. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
4. 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.
5. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant 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.

6. 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: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Melody S. Engel, President
Advanced Data Solutions, Inc.
141 Scarlet Boulevard
Oldsmar, Florida 34677

7. That in all other respects, the terms of the City of Tamarac agreement 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.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

ADVANCED DATA SOLUTIONS, INC.
a Florida corporation

Signature

Melody S. Engle

PRINT Name

President

Title

Dated: _____, 2022

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2022, by Melody S. Engle as President of Advanced Data Solutions, Inc., a Florida corporation, on behalf of the 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 Dania Beach
Attn: Deborah Sabino
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Please be advised that Advanced Data Solutions Inc. will allow the City of Dania Beach to utilize our contract R-2018-123 for scanning services with the City of Tamarac under the same terms and conditions.

Thank you,

A handwritten signature in blue ink, appearing to read "John Civalle", is written over the printed name.

John Civalle
SVP of Sales



**AGREEMENT AMENDMENT #2
BETWEEN THE CITY OF TAMARAC
AND
ADVANCED DATA SOLUTIONS, INC.**

The City of Tamarac, a municipal corporation, with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321 (CITY), and Advanced Data Solutions, Inc., a Florida corporation, with principal offices located at 141 Scarlet Boulevard, Suite A, Oldsmar, FL 34677 (the "Contractor") agree to amend the original Agreement dated October 1, 2018 to provide for Record Conversion Services pursuant to Bid Number 19-22B.

1. Pursuant to the terms of Section 4, "Contract Term" of the original Agreement dated October 1, 2018, between the City and Advanced Data Solutions, Inc. and in recognition of satisfactory performance under the current term of the Agreement, the CITY hereby exercises its rights to exercise the second of two (2) one (1) year renewal options of the Agreement for the term October 1, 2022 through September 30, 2023, and Contractor agrees to such renewal.

* * *

2. As required by Florida Statute, Contractor reaffirms compliance with Section 17 "Scrutinized Companies -287.135 and 215.473" of the original Agreement:

17. Scrutinized Companies -- 287.135 and 215.473

17.1 By execution of this Agreement Amendment, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

17.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If

such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

* * *

3. As required by Florida statutes, Contractor reaffirms compliance with Section 26. "E-Verify" to the Agreement dated October 1, 2018 as amended October 1, 2021 which shall now read as follows:

26. E-Verify

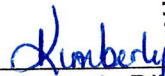
As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

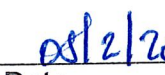
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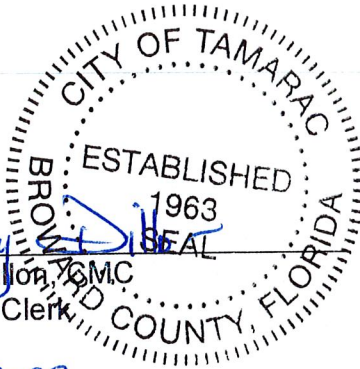
All other provisions of the original agreement remain in effect as written.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its City Manager, and CONTRACTOR, signing by and through its President, duly authorized to execute same.

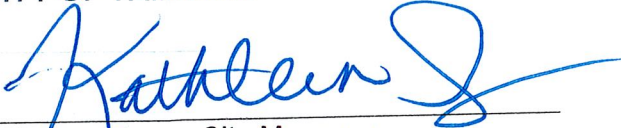
ATTEST:

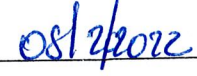

Kimberly Dillon, City Manager
Acting City Clerk


Date

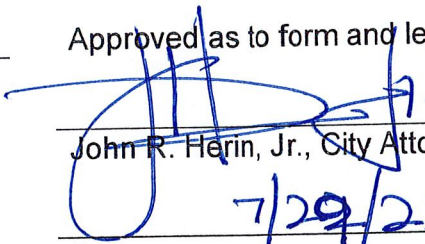


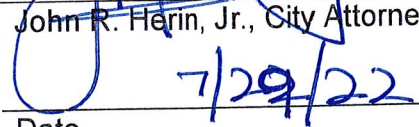
CITY OF TAMARAC


Kathleen Gunn, City Manager


Date

Approved as to form and legal sufficiency:


John R. Herin, Jr., City Attorney


Date

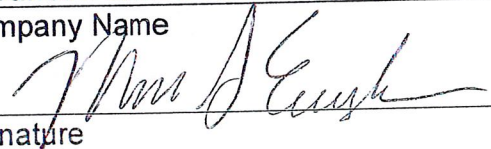
ATTEST:


(Corporate Secretary)

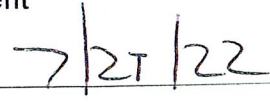
Melody S. Engle
Corporate Secy.

(CORPORATE SEAL)

Advanced Data Solutions, Inc.

Company Name

Signature

Melody S. Engle
President


Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Pinellas :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Melody S. Engle, President of Advanced Data Solutions, Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of July 21, 2022.



JANETTE M. EILER
Notary Public
State of Florida
Comm# HH281945
Expires 6/28/2026

Janette M. Eiler
Signature of Notary Public
State of Florida

Janette M. Eiler
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

FLORIDA Drivers License
Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an oath.

City of Tamarac
Interoffice Memorandum
City Clerk's Office

CITY OF TAMARAC CITY MANAGER
2022 AUG 1 AM 11:11

To: Kathleen Gunn, City Manager
From: Kimberly Dillon, City Clerk (KD)
Date: July 27, 2022
Re: Advanced Data Solution (ADS) Contract Renewal 2nd Amendment

Recommendation:

Request the City Manager administratively approve and execute the 2nd and final, of two, one-year renewal agreements between the City of Tamarac and Advanced Data Solutions, Inc (ADS).

Issue:

The agreement between the City of Tamarac and ADS will expire September 30, 2022, and the renewal would continue services without interruption. The renewal would be effective October 1, 2022 - September 30, 2023.

Background:

Following receipt of proposals for RFP 18-21 R - "Records Conversion Services", the City of Tamarac entered into an agreement with ADS through Resolution R-2018-123. The agreement provided records conversion services of the city's archival and historical records. The conversion project is citywide and is intended to decrease the city's paper footprint, as well as provide for convenient and transparent access to electronic records. The term of the agreement is for three-years, with two, one-year renewal options. In accordance with Section 4, of R-2018-123, the City Manager is authorized to execute all renewal options and change orders of up to \$65,000, as provided in the City's Procurement Code.

Fiscal Impact:

The City Clerk's Office has requested \$45,000 to continue this project, in the FY23 budget cycle, from account 001-1300-519-3402.

Approved _____

Declined _____

Attachment:

Partially executed agreement - Amendment #2, between the City of Tamarac and ADS

Cc: Christine Cajuste, Director of Financial Services

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

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. 22-019 ENTITLED, “FIRE RESCUE STATION #1 WINDOW REPLACEMENT” TO JULIANA ENTERPRISES, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED ELEVEN DOLLARS AND NINETY CENTS (\$66,411.90); 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-AWARD-FIRE STATION WINDOWS-082322rev3, R-2022- Juliana Enterprises, Inc. Bid Award for Fire Rescue Station No. 1 Window Replacement (ITB 22-019), 20220630 Evaluation of Bidders - Fire Station Windows Replacement



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2022

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. 22-019 “FIRE-RESCUE STATION #1
WINDOW REPLACEMENT PROJECT.”**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 22-019” Fire-Rescue Station #1 Window Replacement Project” to Juliana Enterprises, Inc.

Background

The City of Dania Beach entered into an agreement with the Florida Division of Emergency Management for the Hazard Mitigation Grant Program funding for hardening the structure and installing a generator for the Fire-Rescue Station No. 1. This project will harden the Fire Station No. 1 building’s structure components by upgrading the windows, providing a new roof, and making any necessary structural upgrades. In addition, the station’s generator will be replaced. Calvin Giordano and Associates, Inc. (CGA) will complete the design and bid specifications for the window replacement part of the project. The roof replacement and generator installation will be advertised separately.

The Fire-Rescue Station’s ITB was advertised in the Sun-Sentinel on May 11, 2022, and posted on the City’s website and Demand-Star. Bids were opened publicly on June 8, 2022, with one (1) response received. One June 8, 2022, the Bid Selection Committee, consisting of the CIP and Grants Administrator, the Fire District Chief, and Project Manager, reviewed the proposal from the bidder:

1. Juliana Enterprises, Inc.

\$66,411.90

The Bid Selection Committee endorses the recommendation of the consulting project engineer to select Juliana Enterprises, Inc. as the responsive and responsible bidder.

\continued...



DANIA BEACH
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AUTHORIZATION TO AWARD ITB NO. 22-019” FIRE-RESCUE STATION #1 WINDOW REPLACEMENT PROJECT”

Budgetary Impact

Funding for this project in the amount of \$66,411.90 is available in the Grants Fund/Infrastructure Improvements other than Buildings Account No. 103-22-65-522-63-10.

Recommendation

PSD recommends the City Commission adopt a resolution to award the project contract to Juliana Enterprises, Inc. for an amount not to exceed \$66,411.90.

RESOLUTION NO. 2022-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-019 ENTITLED, “FIRE RESCUE STATION #1 WINDOW REPLACEMENT” TO JULIANA ENTERPRISES, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED ELEVEN DOLLARS AND NINETY CENTS (\$66,411.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach entered into an agreement with the Florida Division of Emergency Management for the Hazard Mitigation Grant Program funding for the Fire Rescue Station No. 1 Retrofit and Generator Project (Project) to harden Station No. 1 by replacing the windows, providing a new roof and replacing the station’s generator; and

WHEREAS, on June 8, 2022, the City received one (1) response to ITB No. 22-019 from Juliana Enterprises, Inc. in the amount of \$66,411.90; and

WHEREAS, on June 8, 2022, the Bid Selection Committee, consisting of the CIP and Grants Administrator, the Project Manager, and the Fire District Chief, assessment of the bid package provided by the respondent, reviewed by the consultant project engineer, resulted in the selection of Juliana Enterprises, Inc. as the lowest and most qualified 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 to execute an agreement with Juliana Enterprises, Inc. for Fire Rescue Station No. 1 Window Replacement Project.

Section 3. That funding will be appropriated from the Grants Fund/Infrastructure Improvements Account No. 103-22-65-522-63-10 in the amount not to exceed \$66,411.90.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Calvin, Giordano & Associates, Inc.
A **SAFEbuilt** COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

June 30, 2022

Dincer Ozaydin, PE
Public Services Deputy Director
CITY OF DANIA BEACH
Public Works | Engineering
1201 Stirling Road
Dania Beach, FL 33004

RE: Fire Rescue Station No. 1 Windows Replacement
Evaluation of Bidders
City Invitation to Bid No. 22-019
CGA Project No. 21-4313.1

Dear Ms. Ozaydin,

An Invitation to Bid for the Fire Rescue Station No. 1 Windows Replacement project was advertised on May 11, 2022. One bid was received by the City of Dania Beach (City). The City reviewed the bid for completeness, confirmed the required forms were submitted, and also verified several Bidder references for the Bidder. Calvin, Giordano & Associates, Inc. (CGA) reviewed the Bidder's submittal for reasonable unit prices, business licenses, and past similar projects.

Per the solicitation requirements for the project, Juliana Enterprises, Inc. (JEI), met the minimum qualifications, and their references provided positive feedback on their past work. JEI's past projects were also similar in nature to the subject project.

Therefore, based on the evaluation of JEI's bid submittal and the City solicitation criteria for the subject project, Juliana Enterprises, Inc. is the apparent lowest most responsive and responsible Bidder.

If you have any questions or require additional information, please do not hesitate to contact me at (954) 921-7781 or at etorres@cgasolutions.com.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Emeliz Torres, PE
Project Manager | Engineering Department

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

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, APPROVING THE RANKING OF THE CONSULTANTS THAT RESPONDED TO THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-023 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE STORMWATER MASTER PLAN” AND TO AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH CHEN MOORE AND ASSOCIATES 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-SMP-RANKING-ENGINEERING-082322, R-2022- Citywide Stormwater Master Plan Project (RFQ 22-023) Consultant Ranking and Authorizing Negotiations with Chen Moore and Associates, R-2021-166 DEO CDBG Mitigation Program Agreement for Citywide Stormwater Master Plan executed



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION FOR AN APPROVAL OF THE RANKING OF FIRMS FOR RFQ 22-023-
“ENGINEERING SERVICES FOR CITYWIDE STORMWATER MASTER PLAN”**

Request

The Public Services Department (PSD) is requesting the adoption of a resolution authorizing the approval ranking of consultants for RFQ 22-023- Engineering Services for Citywide Stormwater Master Plan.

Background

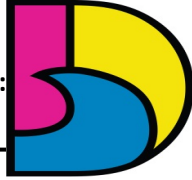
The City entered into an Agreement with the Florida Department of Economic Opportunity (DEO) by Resolution 21-166 to develop a Citywide Stormwater Master Plan. The DEO will fund 75 percent of the project’s cost of \$795,000, which will be funded by the Community Development Block Grant. The remaining 25 percent of the project cost, or \$265,000 will be funded by the City.

Since Federal funds are going to be used in this project, procurement rules do not allow the City to utilize a continuing services contract to select a design engineer. On July 1, 2022, four firms responded to the RFQ-22-023- “Engineering Services for Citywide Stormwater Master Plan”. The Bid Committee, consisting of the Deputy Director of Public Services, the Project Manager, and the CIP and Grants Administrator met on July 11, 2022, to review and evaluate the proposals. Below is the following ranking of firms:

Chen Moore & Associates	271 points
R.J. Behar & Company, Inc	260 points
KCI Technologies, Inc.	248 points
Craig A. Smith & Associates	246 points

The Bid Committee determined that Chen Moore & Associates is the most qualified respondent based on their qualifications.

\continued...



RE: RESOLUTION FOR AN APPROVAL OF THE RANKING OF FIRMS FOR RFQ 22- 023- ENGINEERING
SERVICES FOR CITYWIDE STORMWATER MASTER PLAN

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Budgetary Impact

After the City Commission approves the ranking of the design firms, the Bid Committee will then negotiate a contract price with the highest-ranked engineering design firm and will then bring back an agenda item to the City Commission for their review and approval for awarding the contract to that firm.

Recommendation

It is recommended that the City Commission adopt the resolution that authorizes approval of the rank of the design consultants for professional engineering services for RFQ-22-023 for developing the Citywide Stormwater Master Plan.

RESOLUTION NO. 2022-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF THE CONSULTANTS THAT RESPONDED TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-023 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE STORMWATER MASTER PLAN" AND TO AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH CHEN MOORE AND ASSOCIATES INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-166, the City Commission authorized the City to enter into an agreement with the Florida Department of Economic Opportunity ("DEO") for a Community Development Block Grant which was awarded to develop a Citywide Stormwater Master Plan for One Million Sixty Thousand Dollars (\$1,060,000.00); and

WHEREAS, the City issued Request for Qualifications ("RFQ") No. 22-023 on June 3, 2022, to contract with a qualified consultant to provide general professional engineering services for designing the Citywide Stormwater Master Plan Project; and

WHEREAS, responses were opened on July 1, 2022, at 10:00 a.m. from four respondents, and the Selection Committee selected the three highest-ranked design firms based on their qualifications:

- | | |
|--------------------------------|-----------------|
| 1. Chen Moore & Associates | 271 points |
| 2. R.J. Behar & Company, Inc | 260 points |
| 3. KCI Technologies, Inc. | 248 points |
| 4. Craig A. Smith & Associates | 246 points; and |

WHEREAS, an Evaluation Committee, consisting of the City's Deputy Director of Public Services, the Project Manager and the CIP/Grants Administrator met on July 11, 2022, to review and evaluate the four (4) submittals; and

WHEREAS, after an extensive evaluation process that included a review of each firm's experience, area of expertise, minority and women certification, and recent/current project workloads, the Evaluation Committee ranked the top three firms and recommended the highest-ranked firm, Chen Moore & Associates, to be selected for contract negotiations;

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 commence contract negotiations with Chen Moore & Associates.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

RESOLUTION NO. 2021-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO PROVIDE FUNDS TO THE CITY IN THE AMOUNT OF SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$795,000.00), FOR DEVELOPING A CITYWIDE STORMWATER MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2020, the City of Dania Beach City Commission approved the FY 2021-2025 Capital Project Plan that included \$500,000.00 for a Citywide Stormwater Master Plan; and

WHEREAS, the U.S. Department of Housing and Urban Development made funding available through the Florida Department of Economic Opportunity (“DEO”) to support long-term mitigation efforts, including modernization and resiliency planning; and

WHEREAS, in August 2020, the City Manager authorized Public Services Department to submit a grant application for developing a Citywide Stormwater Master Plan (“SWMP”); and

WHEREAS, DEO awarded the City a Community Development Block Grant-Mitigation (CDBG-MIT) grant in the amount of Seven Hundred Ninety Five Thousand Dollars (\$795,000.00) to develop a Citywide Stormwater Master Plan; and

WHEREAS, the City Administration supports the Citywide Stormwater Master Plan and desires to receive CDBG-MIT funding from DEO as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated into this Resolution by this reference;

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 part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute a Community Development Block Grant - Mitigation Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Economic Opportunity in the amount of Seven

Hundred Ninety-Five Thousand Dollars (\$795,000.00), to provide for the development of a citywide stormwater master plan.

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 interest of the City.

Section 4. That the funding for this agreement shall not exceed \$795,000.00, requiring a match from the Stormwater Fund in the amount of \$265,000.00, appropriated to the following accounts:

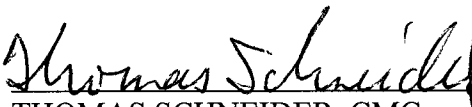
- | | | |
|---------------------------------|---------------------|-----------------|
| • Grants from Other Local Units | 403-00-00-337-90-90 | +\$795,000.00 |
| • Appropriated Net Assets | 403-00-00-389-90-02 | +\$265,000.00 |
| • Professional Services | 403-38-32-538-31-10 | +\$1,060,000.00 |

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

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

PASSED AND ADOPTED on November 9, 2021.

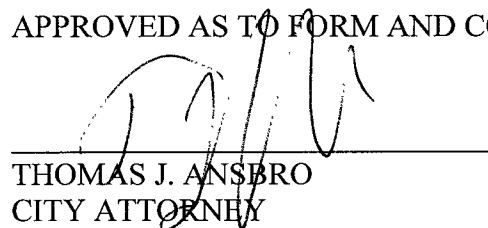
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBROSIO
CITY ATTORNEY

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and The City of Dania Beach, Florida hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not limited to, the Federal laws and regulations, as now in effect and as may be amended from time to time, as set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the

activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street

Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Mary L. Williams

107 E Madison Street, The Caldwell Building

Tallahassee, Florida 32399

Phone: (850)717-8546

Email: Mary.williams@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Colin Donnelly, CIP and Grant Administrator

1201 Stirling Rd

Dania Beach, FL 33004

Phone: (954)924-6808 x361

Email: cdonnelly@daniabeachfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L - 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed **Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00)** subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific

terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the

Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO 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, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's

waiver of a claim of exemption. Subrecipient shall ensure 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 this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the

employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 24 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

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

THE CITY OF DANIA BEACH, FLORIDA**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature

Tamara James

Title _____
Mayor

Date _____

Federal _____

Tax ID # 59-6000302

DUNS # 089189005

By _____
Signature

Meredith Ivey

Title _____
Chief of Staff

Date _____

Approved as to form and legal sufficiency, subject
only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards will be distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award had been granted under the **General Planning Support Program**. Projects eligible for, but not limited to, funding under this program are:

- Regional mitigation plans
- Modernization and resiliency planning
- Comprehensive, capital improvement, and community development plans
- Floodplain and wetland management plans
- Land use and urban environment plans
- Integration of mitigation plans with other planning initiatives

2. PROJECT DESCRIPTION: The City of Dania Beach, Florida has been awarded Seven Hundred Ninety-Five Thousand Dollars and Zero Cents **\$795,000.00** in CDBG-MIT (Community Development Block Grant - Mitigation) funding to provide the city with a comprehensive plan to address stormwater flooding and drainage issues within the City for the next 50 years. The city experiences a wide range of drainage challenges throughout stemming from sea level rise, an aging stormwater system, nearly built-out development and increased rainfall during storms. The planning effort will consist of hydrologic and hydraulic modeling, future conditions analysis, community outreach, and culminate with a Stormwater Drainage Plan. The project is estimated to start October 1, 2021 and be completed within 48 months. The City will leverage \$265,000 in Capital Improvement Funding for the planning effort resulting in a total project cost of \$1,060,000.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
 1. Organizational Chart; and
 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.

3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
 - D. Upload required documents into a system of record provided by DEO.
 - E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
 - F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
 - G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
 - H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
 - I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
 - J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
 - K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
 1. A revised detail report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
 - L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1. Submit updated organization chart on a quarterly basis with quarterly report.
 - 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
 - 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter;
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES: Subrecipient shall complete the following:

A. Deliverable No. 1 - Project Implementation - Supporting activities for project implementation

- 1. Maintain financial records related to project activities;
- 2. Maintain project files;
- 3. Attend meetings to provide progress reports on subgrant activities;
- 4. Prepare documentation for and attend monitoring visits by DEO;
- 5. Prepare requests for funds for submission;
- 6. Prepare subgrant modification documents;
- 7. Prepare administrative closeout report; among other required activities to implement the project.

B. Deliverable No. 2 - Collect, Review, and Analyze Current Stormwater Documentation Data - Gathering effort to document stormwater system location, characteristics, and document existing flooding and water quality issues.

- 1. Gather and compile datasets to develop a GIS database of existing conditions, including survey data and as-builts, rainfall data, elevation data, FEMA Flood Insurance Rate Map information, soils data, land use information, pollutant records, permitted stormwater activity documentation, and other available system information for maintenance and inspections.
- 2. Conduct field survey of stormwater system, documenting location/orientation, size, material, and condition. Integrate data gathered into a GIS database.
- 3. Engage with City staff, regulatory agencies, and the public using questionnaires and surveys.
- 4. Conduct three neighborhood meetings to gather information for the planning effort. Documentation will include meeting advertisements, a meeting agenda, meeting presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected. Interim documentation may be provided for reimbursement.

C. Deliverable No. 3 - Stormwater Modeling

Develop a hydrologic and hydraulic model to simulate drainage and flooding effects of extreme rainfall events, sea level rise, and increased development.

1. Model existing stormwater and drainage conditions using input data resulting from Deliverable 2.
2. . Conduct water quality and sea level rise analysis, identifying and prioritizing basins in need of improvement and modeling improvement options.

D. Deliverable No. 4 - Capital Improvement Planning

Prepare project recommendations and conceptual designs for stormwater improvements, including review of the City's stormwater utility fee and identification of alternative funding sources.

1. Prepare conceptual designs and cost estimates for recommended stormwater improvements based on results from Deliverable 2.
2. Analyze existing stormwater utility fee schedule and review alternative funding options.
3. Present the plan to the City Commission and public. Documentation will include meeting advertisements, a meeting agenda, presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected.

E. Deliverable No. 5 - Final Citywide Stormwater Master Plan Develop Final Stormwater Master Plan.

1. Deliver completed Dania Beach Stormwater Master Plan

5. DEO'S RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be DEO in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient.

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Section 4.A, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Deliverable 2 through 5.	Subrecipient may request reimbursement upon completion of a minimum of one task on a per completed task basis associated with a completed task as identified in Deliverables 2. through 5. as evidenced by submittal of the following documentation: 1) Payroll documentation 2) Meeting minutes (if applicable),	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

	3) Sign-in sheets (if applicable), 4) Presentation materials, financial records related to project activities (if applicable); 5) Project files (if applicable); 6) Documentation for and attendance of monitoring visits by DEO (if applicable); 7) Invoice package in accordance with Section 7. of this Scope of Work.	
Deliverable 1 Cost - \$37,950.00		
Deliverable No. 2 - Collect, Review, and Analyze Current Stormwater Documentation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of the task listed in 4. B as evidenced by submittal of the following documentation: 1) Copy of the GIS database created and populated for the project and provide hyper-link to the database 2) Copies of project survey and questionnaire and feedback 3) Meeting notice, agenda, presentation(s), sign in sheets (or electronic equivalent if conducted virtually) and comments / feedback for each of the 3 public outreach meetings 4) Invoice package in accordance with Section 7. of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable 2 Cost - \$450,000.00		
Deliverable No. 3 - Stormwater Modeling		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.C as evidenced by submittal of the following documentation: 1) Copy of model(s) and resulting analysis	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

	2) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable 3 Cost - \$187,500.00		
Deliverable No. 4 - Capital Improvement Planning		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.D as evidenced by submittal of the following documentation: 1) Copy of design and cost estimates for recommended projects 2) Alternative funding options 3) Meeting notice, agenda, presentations, sign-in sheets (electronic equivalent if virtual), comments / feedback for City Commission presentation 4) Invoice package in accordance with Section 7. of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 4 Cost - \$110,000.00		
Deliverable 5 - Final Citywide Stormwater Master Plan		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.E of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4. E as evidenced by submittal of the following documentation: 1) Final Stormwater Master Plan 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 5 Cost - \$9,550.00		
Total Project Cost Not to Exceed \$795,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 6 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the

above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 6, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A copy of all supporting documentation for vendor payments;
 4. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____

Contract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non- LMI	Total	CDBG- MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (<i>Example Activities</i>)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (<i>Example Activities</i>)													
3. Public Facilities Program – Unified Service Center (<i>Example Activities</i>)													
4. Infrastructure Program (<i>Example Activities</i>)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

DEO Agreement No.: MT004

	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	Administration												
6.	Planning												
	Totals:												

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

DEO Agreement No.: MT004

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

DEO Agreement No.: MT004

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
- 15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
- 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
- 17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
- 18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
- 19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

~ Remainder of this page is intentionally left blank ~

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement
State of Florida Requirements are stated throughout this Agreement and Attachments thereto.
2. Audits, Inspections and Monitoring
 - a. Single Audit
The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
 - b. Inspections and Monitoring
The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Non-discrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of

DEO Agreement No.: MT004

complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment
Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (3) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor

DEO Agreement No.: MT004

where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (4) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (5) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Thresholds

- A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)
- B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
 1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
 2. 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and
 3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
- C. Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
 1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 2. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

DEO Agreement No.: MT004

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

DEO Agreement No.: MT004

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds

DEO Agreement No.: MT004

- for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
 - (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
 - (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
 - (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR § 135.38 is required to be included in CDBG-MIT-funded contracts of \$100,000 or more.

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or

DEO Agreement No.: MT004

workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and

DEO Agreement No.: MT004

13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

DEO Agreement No.: MT004

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

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

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

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

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$795,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Dania Beach has been awarded \$795,000 in CDBG-MIT (Community Development Block Grant - Mitigation) funding to provide the city with a comprehensive plan to address stormwater flooding and drainage issues in the City for the next 50 years.
<i>This is not a research and development award.</i>	

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

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A***Matching Resources for Federal Programs:** *N/A***Subject to Section 215.97, Florida Statutes:** *N/A***Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

DEO Agreement No.: MT004

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See § 200.323 - Procurement of Recovered Materials..

(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 - Domestic Preferences for procurements

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec 19, 2014; 85 FR 49577, August 13, 2020]

Attachment M

State of Florida

Department of Economic Opportunity

Federally Funded

Community Development Block Grant

Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between The City of Dania Beach (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Mitigation Program (the "CDBG-MIT Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any

non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

DEO Agreement No.: MT004

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

THE CITY OF DANIA BEACH, FLORIDA

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Tamara James

By _____
Signature
Meredith Ivey

Title **Mayor**

Title **Chief of Staff**

Date _____

Date _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

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. 22-022 “SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS” TO KAILAS CORP. IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS AND TWENTY CENTS (\$2,297,467.20); 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-AWARD-SW43TER-DRAINAGE-082322revFJR, R-2022- Kailas Corp. Bid Award for SW 43rd Terrace Stormwater Improvements (ITB 22-022), O-2022-011 Authorize Expenditure of Funds Exceeding \$1M for SW 43rd Terrace Drainage Improvement Project executed, R-2022-007 Southwest 43rd Terrace Drainage Improvement Project Authorization to Bid executed, BC ILA for Surtax Funding for SW 43rd Terrace Drainage Improvement Project (DANI-019) executed, KHA Agreement SW 43 Terrace CEI



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD BID ITB NO. 2022-022- "SW 43RD TERRACE
STORMWATER IMPROVEMENTS" PROJECT**

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of ITB No. 22-022 "SW 43rd Terrace Drainage Improvements Project" to Kailas Corp.

Background

PSD contracted with Chen Moore and Associates (CMA) to study stormwater improvements west of SW 40th Avenue and south of Griffin Road. CMA determined that the drainage improvement project along SW 43 Terrace was needed. CMA completed the design and secured all the permits for the project. This project benefits from a grant award of Surtax Funding in the amount of \$2,076,875.50.

On February 22, 2022, the City Commission approved the expenditure of One Million Dollars (\$1,000,000.00) in city funds for this project via Ordinance No. 2022-011. As required by the Surtax Funding regulations, the City and Broward County entered into an Interlocal Agreement for the construction of the SW 43rd Terrace Stormwater Improvement Project.

Approval to bid for this project was granted via Resolution 2022-007. The Project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel and posted on the City's website and on Demand-Star. Bids were opened publicly. Three responses were received, and the ITB evaluation committee and the consulting project engineer reviewed the below proposals:

1. Kailas Corp.	\$2,297,467.20
2. A.D.A. Engineering, Inc.	\$2,568,186.66
3. Lanzo Construction Company	\$3,905.848.80

\continued...



**RE: AUTHORIZATION TO AWARD BID ITB NO. 2022-022- "SW 43RD
TERRACE STORMWATER IMPROVEMENTS" PROJECT**

The Committee endorses the recommendation of the consulting project engineer in the selection of Kailas Corp. as the lowest, most responsive, and responsible bidder.

Budgetary Impact

Broward County's Transportation Surtax-funded Mobility Advancement Program will provide funding in the amount of Two Million Seventy-Six Thousand Eight Hundred Seventy-Five Dollars and Fifty Cents (\$2,076,875.50) and the remainder in the amount of Two Hundred Twenty Thousand Five Hundred and Ninety-One Dollars and Seventy Cents (\$220,591.70) will be appropriated from the Stormwater Reserve account 403-00-00-389-90-02.

Recommendation

PSD recommends the City Commission adopt a resolution awarding ITB No. 22-022 "SW 43rd Terrace Stormwater Improvements" contract to Kailas Corp. for an amount not to exceed \$2,297,467.20.

RESOLUTION NO. 2022-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-022 “SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS” TO KAILAS CORP. IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS AND TWENTY CENTS (\$2,297,467.20); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 26, 2022, the City of Dania Beach and Broward County entered into an Interlocal Agreement for a Surtax-Funded Municipal Transportation Project for the construction of the SW 43rd Drainage Improvements Project; and

WHEREAS, the Project includes, but is not limited to site preparation, earthwork, dewatering, drainage installation and improvements, roadway and driveway restoration, planting, tree removal/replacement along SW 43 Terrace from SW 54th Street to SW 49th Street; and

WHEREAS, on February 22, 2022, the City Commission of the City of Dania Beach adopted Ordinance No. 2022-011 pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City,” of the City Code of Ordinances, approving expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) for the SW 43rd Terrace Drainage Improvement Project; and

WHEREAS, the City Commission of the City of Dania Beach approved Resolution 2022-007, authorizing the Public Services Department (PSD) to issue ITB No. 22-022 for the SW 43rd Terrace Stormwater Improvement Project; and

WHEREAS, on July 1, 2022, the City received three (3) responses to ITB No. 22-022, shown below:

1. Kailas Corp.	\$2,297,467.20
2. A.D.A. Engineering, Inc.	\$2,568,186.66
3. Lanzo Construction Company	\$3,905.848.80

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Kailas Corp. as the 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 to execute a contract with Kailas Corp. for the SW 43rd Terrace Drainage Improvement Project in an amount not to exceed Two Million Two Hundred Ninety-Seven Thousand Four Hundred Sixty-Seven Dollars and Twenty Cents (\$2,297,467.20).

Section 3. That funding for the Project shall be provided through Broward County’s Transportation Surtax-funded Mobility Advancement Program in the amount of Two Million Seventy-Six Thousand Eight Hundred Seventy-Five Dollars and Fifty Cents (\$2,076,875.50) and the remainder in the amount of Two Hundred Twenty Thousand Five Hundred Ninety-One Dollars and Seventy Cents (\$220,591.70) will be appropriated from the Stormwater Reserve account 403-00-00-389-90-02.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

ORDINANCE NO. 2022-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) APPROVED BY THE CITY COMMISSION, TO FUND THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the SW 43RD Drainage Improvement Project will exceed the monetary threshold of \$1,000,000.00; and

WHEREAS, the project design and documents required for bidding are nearly complete; and

WHEREAS, the funding from Broward County is \$2.1 Million Dollars and if the project comes in over \$1.5 Million Dollars, there will be available funds to cover contingencies;

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in connection with the SW 43RD Drainage Improvement Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

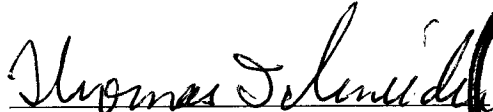
Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

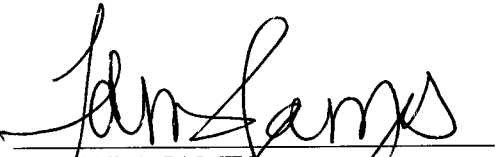
PASSED on first reading on February 8, 2022.

PASSED AND ADOPTED on second reading on February 22, 2022.

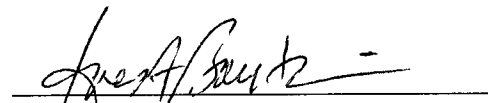
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

RESOLUTION NO. 2022-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE SOUTHWEST 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018, the Public Services Department (“PSD”) contracted with Chen Moore and Associates (“CMA”) to study drainage solutions in a limited area covering east of Southwest 40th Avenue and south of Griffin Road; and

WHEREAS, CMA completed the “Southwest Area Stormwater Study Final Report” that same year, and identified improvements along Southwest 43rd Terrace that would have the most impact on flooding in the southwest area neighborhood; and

WHEREAS, the PSD contracted with CMA to design and permit drainage improvements along Southwest 43rd Terrace, and

WHEREAS, the Southwest 43rd Terrace Drainage Improvement Project was one of the projects included in the City’s voter-approved Transportation Surtax Capital Projects list; and

WHEREAS, in July 2020, the Broward County Commission approved grant funding in the amount of \$2.1 million for this Project as part of the first year of the transportation surtax; and

WHEREAS, CMA has completed the design engineering and required documents for bidding out the construction work for the drainage project;

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.

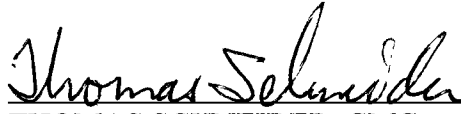
Section 2. That the City Commission authorizes staff to proceed with the SW 43rd Terrace Drainage Improvement Project construction with transportation surtax funds of approximately Two Million One Hundred Thousand Dollars (\$2,100,000) to be made available through an Interlocal Agreement with Broward County.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

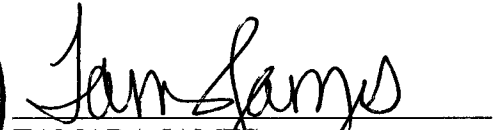
Section 4. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on January 25, 2022.

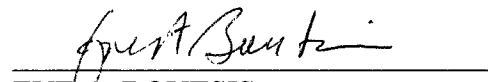
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS, SW 43 TERR., FROM SW 54 ST. TO SW 49 ST. (DANI-019)

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means John Quintero, Project Manager.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and

tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an

amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty

(60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator and the County Attorney’s Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation

(or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)

- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on November 30, 2023 (“Initial Term”), unless extended pursuant to Section 4.2.
- 4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.
- 4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.
- 4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

- 5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.
- 5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's City Manager, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of 5% contingency) and CEI Services	\$1,568,625.00
MAXIMUM FUNDING AMOUNT:	\$1,568,625.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support,

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Fernando Rodriguez, Public Services Director
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
Frodriguez@daniabeachfl.gov

With a copy to:

Eve A. Boutsis, City Attorney _____
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: Eboutsis@daniabeachfl.gov

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. 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. County's or Municipality'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 granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If 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.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. 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 any 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.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement

and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The 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 MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. 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 County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. 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.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESS:

Tamara Brannon

(Signature)

TAMARA BRANNON

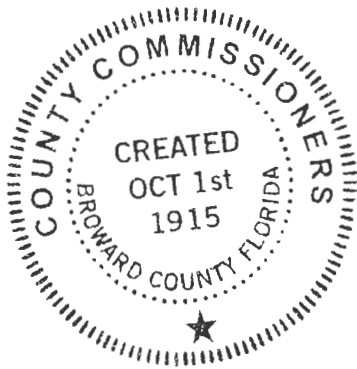
(Print Name of Witness)

[Signature]

(Signature)

Camille Daly

(Print Name of Witness)



BROWARD COUNTY, by and through its County Administrator

By

[Signature]
County Administrator

For

20th day of May, 2022

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

Gavin P.

Digitally signed by

Gavin P. Rynard

Date: 2022.05.26

11:14:20 -04'00'

By **Rynard**

Gavin P. Rynard

(Date)

Assistant County Attorney

Angela J.

Digitally signed by

Angela J. Wallace

Date: 2022.05.26

11:14:38 -04'00'

By **Wallace**

Angela J. Wallace

(Date)

Transportation Surtax General Counsel

AJW/gpr

Municipal Interlocal Agreement – IDANI-019

4/18/2022

#21-114.00

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER
IMPROVEMENTS, SW 43 TERR., FROM SW 54 ST. TO SW 49 ST. (DANI-019)**

MUNICIPALITY

ATTEST:

**Thomas
Schneider**

Digitally signed by Thomas Schneider
DN: cn=Thomas Schneider, o=City of
Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2022.05.25 11:36:48 -04'00'

CITY CLERK - THOMAS SCHNEIDER

CITY OF DANIA BEACH

**Tamara
James**

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of
Dania Beach, ou=Mayor,
email=tamarajames@daniabeachfl.g
ov, c=US
Date: 2022.05.25 11:36:27 -04'00'

CITY MAYOR



TAMARA JAMES

Print Name

25 day of May, 2022

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach, ou=Legal
Department, email=eboutsis@daniabeachfl.gov, c=US
Date: 2022.05.25 09:47:02 -04'00'

Eve A. Boutsis – City Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project:

The scope of work for this Project includes stormwater improvements along SW 43 Terrace from SW 54th Street to SW 49th Street, as further detailed in the Project's signed and sealed construction documents dated November 11, 2021 which are incorporated herein by reference. The stormwater improvements will include but not be limited to site preparation, earthwork, dewatering (as required), drainage installation and improvements, roadway and driveway restoration, planting, and tree removal/replacement.

Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

The following items are not eligible for transportation surtax funding:

- Utility system adjustments.
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size and improvements to address runoff from private roads and/or developments.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

Anticipated improvements involving County's right of way must be submitted to County for review and are subject to County's prior written approval

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES:

No.	Description	Duration/Deadline	Acceptance Criteria
0	Execution of ILA between County and City of Dania Beach	May 15, 2022	ILA executed by Municipality
1	Project Construction Advertising Bid, Award, Construction Contract	90 days	Execution of Construction Agreement

	execution		
2	Notice to Proceed/ Project Commencement/Mobilization	30 days	NTP Issued by Municipality.
3	Construction and CEI services	310 days	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
3a	General Conditions – Start Demolition	30 days after NTP	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
3b	SW 54 th Street Demolition and Drainage	60 days after NTP	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
3c	SW 43 rd Terrace Demolition and Drainage	120 days after NTP	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
4	Substantial Completion	280 days after NTP	Includes punchlist items, final inspections, and non-substantial work items
5	Restoration and Project Close Out Final Completion	310 days after NTP	Project Certified/Final Payment Issued

3. Project Schedule:

Description	Deadline
County and City execution of Project Specific LA	June 1, 2022
Bid Advertisement	June 15, 2022
Bid Award and Construction Contract Execution	September 1, 2022
Notice to Proceed	October 1, 2022
Project Commencement and Mobilization	October 1, 2022
Substantial Completion	July 8, 2023
Final Project Completion	August 7, 2023

EXHIBIT B Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase (“Application for Funding”). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed..

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverable 1: General Conditions – Start Demolition	<u>\$392,156.25</u>
Deliverable 2: SW 54 th Street Demolition and Drainage	<u>\$392,156.25</u>
Deliverable 3: SW 43 rd Terrace Demolition and Drainage	<u>\$392,156.25</u>
Deliverable 4: Restoration and Project Close Out	<u>\$392,156.25</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$1,568,625.00

EXHIBIT C

Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by ___ Days ☐ Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- A.** [To be provided by the PMO as applicable]
- B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update • Key activities since the last status report • ?		Overall Progress   Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track	
Key activities to be completed in the next <2-4> weeks: • ? • ?		Summary: (may include) • Key take-aways for BoCC, OB and SurTax Admin • Project run rate; actual vs. planned • % Milestones met • Days over budget • Leverage ratio • Key reminders of critical decisions/milestones/etc.	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

EXHIBIT E

RESOLUTION NO. 2022-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT, KNOWN AS THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT (DANI-019), TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$1,568,625.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily-permissible transportation expenditures; and

WHEREAS, On January 26, 2021, the City Commission approved Resolution 2021-012, entering into the Second Amended and Restated Interlocal Agreement Relating to Transportation Surtax Funds (ILA); and

WHEREAS, the ILA describes the necessary process for entering into a project funding agreement with Broward County for this transportation penny tax-funded project; and

WHEREAS, the purpose of this Interlocal Agreement is to prescribe the terms and conditions of the SW 43rd Terrace Drainage Improvement Project for the use of transportation surtax funding;

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

Section 1. That the proper City officials are authorized to execute an Interlocal Agreement with Broward County, Florida to provide Transportation Surtax funding for the construction and construction management services for the SW 43rd Terrace Drainage Improvement Project, a copy of that Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute an interlocal agreement with Broward County on behalf of the City in the amount of One Million Five Hundred Sixty-Eight Thousand Six Hundred Twenty-Five Dollars (\$1,568,625.00), to fund the SW 43rd Terrace Drainage Improvement Project.

EXHIBIT E

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on May 24, 2022.

ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF DANIA BEACH
AND KIMLEY HORN FOR CONSULTANT SERVICES FOR LIMITED CONSTRUCTION PHASES
SERVICES FOR THE SW 43 TERRACE STORMWATER IMPROVEMENT PROJECT
(RFQ 20-005)**

This Agreement ("Agreement") is made and entered by and between the City of Dania Beach, a municipality of the State of Florida ("Municipality"), and Kimley Horn a consultant ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the governing body of Municipality, its successors and assigns.

1.3 **Contract Administrator** means Director of Public Services, the Deputy Director of Public Services, or such other person designated by Director of Public Services in writing. The Contract Administrator is the representative of Municipality concerning the Project.

1.4 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

1.5 **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

1.6 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.7 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.8 **Project** means the project described in Exhibit A.

1.9 **Purchasing Director** means Municipality's Procurement Administrator or designee authorized to execute Work Authorization provided for in Section 6.3.

1.10 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.11 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.12 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Form

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Scope of Services").

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by Municipality to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by Municipality, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside

the originally anticipated level of effort without prior written Municipality approval shall be at no additional cost to Municipality.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. Municipality and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, Municipality shall have the right to terminate negotiations at any time at no cost to Municipality and procure services for other Project phases from any other source.

3.4 Municipality shall assist Consultant by placing at Consultant's disposal all information Municipality has available pertinent to the Project, including previous reports and any other data relative to the Project. Municipality shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. Municipality shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. Municipality shall give prompt written notice to Consultant whenever Municipality observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1 The term of this Agreement shall be for the period beginning on August 1, 2022 and ending November 30, 2023 years after that date. Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related

to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon Municipality's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$92,200.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$77,200.

5.1.3 Optional Services. Municipality may procure Optional Services up to a maximum

not-to-exceed amount of \$15,000 pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by Municipality.

5.1.4 Reimbursable Expenses. Municipality will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$0. Unused amounts of those monies shall be retained by Municipality.

5.1.5 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by Municipality for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Municipality for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Amounts. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

Project Phase	Fee %	Phase Amount
Predesign Services/Programming Phase	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents	___%	\$_____
Phase IV: GMP Negotiations	___%	\$_____
Phase V: Administration of the Construction Contract	___100___%	\$ <u>92,200</u>
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____
Total Basic Services Fee	100%	<u>\$ 92,200</u>

5.2 Salary Costs. The term "Salary Costs" as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

5.2.4 The total hours payable by Municipality for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment.

5.5.1 Municipality shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by the Local Government Prompt Payment Act, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by Municipality until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval

by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, Municipality shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.6 Payment will be made to Consultant at the following address: PO Box 932520, Atlanta, GA 31193-2520. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Title XI, Chapter 129, Florida Statutes.

5.7 Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from Municipality for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from Municipality. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

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

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 Municipality or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Municipality's procurement code and policies and must be contained in a written amendment.

6.2 If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), Municipality may select the type, amount, and timing of such

goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as [Exhibit D](#) executed by Consultant and Municipality pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of Municipality as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to Municipality in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to Municipality in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by Municipality is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the Municipality Manager or his or her designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant’s legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to Municipality in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with Municipality on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use 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 will be liable for all costs incurred by Municipality due to the termination.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances (“Act”), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

7.10 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.11 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

7.12 Breach of Representations. Consultant acknowledges that Municipality is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and Municipality shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by Municipality, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by Municipality of the Agreement or Work Authorization, as

applicable, must be by action of the Board or such other officer of Municipality designated by the Board; in all other instances termination for cause may be effected by the Municipality's representative expressly authorized under this Agreement (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of Municipality. This Agreement may also be terminated by the Municipality Manager upon such notice as the Municipality Manager deems appropriate under the circumstances if the Municipality Manager determines that termination is necessary to protect the public health, safety, or welfare. If Municipality erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2 This Agreement or any Work Authorization may be terminated for cause by Municipality for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Contract Administrator upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the Office of Economic and Small Business Development (OESBD) if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the Municipality Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of Municipality to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for Municipality's right to terminate this Agreement for convenience in the form of Municipality's

obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 In addition to any termination rights stated in this Agreement, Municipality shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. Municipality reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that Municipality "City of Dania Beach, 100 West Dania Beach Blvd., Dania Beach, Florida 33004" and "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" are both listed and endorsed as additional insureds as stated in Exhibit C on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide Municipality with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by Municipality, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Municipality's request.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to Municipality any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Municipality with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5 All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by Municipality's Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, Municipality shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any Municipality insurance, self-insurance or otherwise. All insurance held by

Municipality, as well as Municipality's self-insurance, shall be in excess of and shall not contribute to the required insurance provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to Municipality for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Municipality. Municipality may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or Municipality, if so elected by Municipality, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against Municipality and agrees to obtain same in an endorsement of Consultant's insurance policies required under this article including any excess or umbrella policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that Municipality and "Broward County" are both named as additional insureds under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, Municipality may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by Municipality, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms zero percent 0% of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit ___ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

10.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of

this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

10.9 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Municipality's codes or policies, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more of Municipality's employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by Municipality, and Consultant hereby transfers to Municipality all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of Municipality and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.4 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

11.4.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

11.4.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

11.4.5 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

11.4.6 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 924-6800 ext. 3623, TSCHNEIDER@DANIABEACHFL.GOV , 100 W. DANIA BEACH BLVD., DANIA BEACH, FL 33004.

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including any outside representative engaged by either entity). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

11.5.1 Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

11.5.2 Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace for such review. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

11.5.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

11.5.4 If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to

making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

11.5.5 Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in Sections 11.4 and 11.5.

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. Municipality reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Municipality to reasonably compensate it for the performance of any such due diligence.

11.8 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

11.9 Prior Agreements. This Agreement is the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.10 Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a

written document executed with the same or similar formality as this Agreement and by duly authorized representatives of Municipality and Consultant.

11.11 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 below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR MUNICIPALITY:

Public Services Department
Attn: Fernando Rodriguez, Public Services Director
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: frodriguez@daniabeachfl.gov

FOR CONSULTANT:

Gary R. Ratay, P.E.
8201 Peters Road, Suite 2200
Plantation, Florida 33324
Email address: Gary.Ratay@kimley-horn.com

11.12 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” 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 subsections thereof, 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.

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

11.15 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of Municipality, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind Municipality to any obligation not expressly undertaken by Municipality under this Agreement.

11.16 Regulatory Capacity. Notwithstanding the fact that Municipality is a political subdivision with certain regulatory authority, Municipality's performance under this Agreement is as a Party to this Agreement and in the capacity of Municipality as owner of the Project. If Municipality exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Municipality's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to Municipality as a Party to this Agreement.

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Municipality nor shall anything included herein be construed as consent by Municipality to be sued by third parties in any matter arising out of this Agreement. Municipality is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.18 Third-Party Beneficiaries. Except for County to the extent expressly identified herein, neither Consultant nor Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that, other than County, there are no third-party beneficiaries to this Agreement and that no third party other than County shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against Municipality or County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of Municipality or County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude

Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 Materiality and Waiver of Breach. 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. Municipality'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.21 Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.22 Severability. If 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.

11.23 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY**

TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11.26 Reuse of Project. Municipality may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and Municipality, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

11.27.1 Payment of Interest. Unless prohibited by Applicable Law, Municipality shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.27.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Municipality under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.28 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.29 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Municipality, City of Dania Beach through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2022, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
Tamara James, Mayor

Print or Type Name of Witness

_____ day of _____, 2022

Signature of Witness

By: _____
Ana M. Garcia, ICMA-CM, City Manager

Print or Type Name of Witness

_____ day of _____, 2022

ATTEST:

Thomas Schneider, Municipal Clerk

Approved as to legal form by:

Eve A. Boutsis, Municipal Attorney

**AGREEMENT BETWEEN CITY OF DANIA BEACH AND KIMLEY-HORN FOR CONSULTANT
SERVICES FOR LIMITED CONSTRUCTION PHASES SERVICES FOR THE SW 43 TERRACE
STORMWATER IMPROVEMENT PROJECT**

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

By _____

(Please Type Name)

____ day of _____, 2022.

FOR CORPORATION:

Consultant

ATTEST:

Secretary

(Typed Name of Secretary)

CORPORATE SEAL

(Typed Name of Consultant/Firm)

By _____
President/Vice President

(Typed Name and Title)

____ day of _____, 2022.

Exhibit A
Scope of Services



November 1, 2021

Dincer Akin Ozaydin, P.E.
Deputy Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: Proposal for Limited Construction Phase Services for the SW 43rd Terrace
Stormwater Improvements Project
Dania Beach, FL**

Dear Mr. Ozaydin:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "CONSULTANT" or "Kimley-Horn"), in connection with the City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; RFQ 20-005 is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as "City") to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

Project Understanding

The City of Dania Beach requires limited construction phase services for this project. The SW 43rd Terrace Stormwater Improvements plans were prepared by Chen Moore and Associates, Inc. (CMA). Any redesign, shop drawing/submittal review, response to requests for information (RFI), and permit certifications will be CMA's responsibility and is not included in the scope of services.

Scope of Services

Task 1 – Limited Construction Phase Services

Kimley-Horn will provide Construction Engineering & Inspection (CEI) services for the construction of the SW 43rd Terrace Stormwater Improvements Project.

Kimley-Horn will attend progress meetings with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

A Resident Project Representative ("RPR") will be furnished by Kimley-Horn and will act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR will visit the site for up to 20 hours a week for the 6-month anticipated construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in general accordance with the contract documents for the construction of the improvements. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954 535 5100

directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will generally conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn will keep the City informed of the progress of the work, will endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn will perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR will prepare and submit reports of the field visits describing the general working conditions, areas of construction activity, provide quantities of work performed to be used in evaluating pay requests, tests performed, and special and unusual events. Kimley-Horn will provide those reports to the City.

The services associated with this task will be provided on an as needed, hourly basis, as directed by the City.

Task 2 – Limited Construction Phase Services (Optional)

Kimley-Horn can provide, as requested and authorized by the City. These services may include but are not limited to such items as the following:

- Additional Limited Construction Phase Services if project exceeds 6-month timeline or number of hours allocated to RPR.
- Project status meeting

Project Assumptions

- The City will retain the Engineer of Record (EOR) (Chen Moore and Associates, Inc.) for any design changes, shop drawing/submittals review, response to requests for information (RFI), and permit certifications.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Schedule

We will provide our services in an expeditious and orderly manner to meet a mutually agreed upon schedule.

Method of Compensation

The CONSULTANT will perform the services outlined in Task 1 on an hourly labor fee basis with the maximum labor fee shown below. All permitting, application, and similar project fees if applicable will be paid directly by the City.

TASK	DESCRIPTION	LABOR FEE
1	Limited Construction Phase Services	\$77,200.00
	HOURLY NOT TO EXCEED BUDGET	\$77,200.00

OPTIONAL HOURLY TASKS (NOT TO EXCEED)

2	Limited Construction Phase Services	\$15,000
	HOURLY FEE	\$15,000

If authorized by the City, additional service will be billed hourly as needed.

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the CONSULTANT. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the CONSULTANT.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Project Manager



Gary R. Ratay, P.E.
Senior Associate

Exhibit B
Maximum Billing Rates

Project No: DANI-019
Project Title: Limited CA for SW 43 Terrace
Consultant/ Kimley-Horn and Associates, Inc.
Subconsultant Name:

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	3.0	=	(\$/HR)
Principal	\$0.00		3.30		\$330.00
Project Manager	71.42		3.30		\$235.69
Project Engineer	56.04		3.30		\$184.93
Senior Inspector	46.04		3.30		\$151.93
Senior Project Manager	37.26		3.30		\$122.96

Multipier of X.XX is calculated as follows:

OVERHEAD = 135.3%

FRINGE = 59.24%

OPERATING MARGIN = 12.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit B-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
N/A	
Total Maximum Reimbursables:	\$0

Exhibit C
Minimum Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$2,000,000
- Policy Aggregate (Per Project) \$4,000,000
- Personal & Advertising Injury \$2,000,000
- Products & Completed Operations \$2,000,000

B. Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply “Per Project/Job” (if **Contractor only**)
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” added as named “Additional Insured”

II. Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$2,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

B. Endorsements Required - Include in body of COI and/or Description of Operations

- City of Dania Beach included as an Additional Insured

III. Workers’ Compensation / Employers’ Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

- i) any employee, subcontractor or subcontractor employee that 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.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

V. Professional Liability/Errors & Omissions

Licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence.

Limits of Liability

Each	
Claim	\$2,000,000
Policy	
Aggregate	\$2,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Other Conditions Required:

Description of Operations section of COI: Include the job/agreement number, description of work, and additional detail regarding applicable insurance coverage.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Notices/ Certificate Holder:

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Exhibit D
Work Authorization

Agreement Title: _____
Agreement Date: _____
Contract Number: _____
Work Authorization No. _____
Consultant: Kimley-Horn

This Work Authorization is between Municipality _____ and Consultant pursuant to the Agreement. Consultant affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Consultant. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of Municipality's Notice to Proceed until [____ (____)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

Kimley-Horn will provide limited construction phase services for the SW 43 Terrace Stormwater Improvement Project. See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is: \$92,000.00.

The total fee for goods and services under this Work Authorization is: \$77,200 ("Total Fee").

The Total Fee shall be invoiced by Consultant upon written acceptance by Municipality of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

Municipality

Project Manager

Date

Contract Administrator

Date

Board or Designee

Date

Approved as to form by Municipality's Attorney:

[Insert Name and Title]

Date

Consultant

WITNESSES

[Name of Consultant]

Signature

Signed

Date

Print/Type Name

Print/Type Name

Signature

Title

Print/Type Name

ATTEST

Signed

Date

(Print/Type Name of Secretary)

CORPORATE SEAL

Exhibit E
Schedule of Subconsultants

Project No:

Project Title:

Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM A POOL OF VENDORS IN ACCORDANCE WITH REQUEST FOR PROPOSALS (“RFP”) NO. 22-021, WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS’ APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

MEMO Temporary Staffing Contract - 2022, R-2022- Temporary Employment Services with Six Staffing Firms (RFP 22-021) and to Exceed \$25K



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: August 9, 2022

TO: Honorable Mayor and Commission

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Linda Gonzalez, Human Resources and Risk Management Director

RE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM A POOL OF VENDORS IN ACCORDANCE WITH REQUEST FOR PROPOSALS ("RFP") NO. 22-021

Request

The Human Resources Department (HR) requests approval of a resolution to contract with temporary labor services vendors based on a Request for Proposals (RFP), #22-021, conducted by the City's Procurement Department, and to exceed the City's annual vendor threshold of \$25,000.00.

Background

City departments utilize temporary staffing services for ongoing staffing needs, including unplanned and unforeseen instances that arise throughout the fiscal year. A number of vendors were awarded the temporary staffing services contract through the Southeast Florida Government Purchasing Cooperative Group (also known as the Co-op), Contract No. #19-D-112F. The contract was valid through January 14, 2022, with a two-year renewal option. The Cooperative Group Contract is through the City of Coral Springs, as the lead agency, extended the contract only until July 14, 2022, (for 6 months), because they were not satisfied with all of the vendors. Two (2) vendors were removed from the list of possible vendors to utilize. Therefore, the City of Dania Beach continued to utilize the two (2) remaining vendors, COCHHBHA Enterprises, Inc. and 4BBB Corp until July 14, 2022. A decision was made by the

Southeast Florida purchasing co-op not to renew the contract, and therefore the City issued its own RFP.

The City issued a solicitation for these services and intends to make a recommendation of award to the City Commission at their August 23rd meeting to the following firms, who met all qualifications of the RFP terms. July 8, 2022. The Evaluation Committee, consisting of the Director of the Community Development Department, the Office Manager from the Public Services Department, and the Chief Human Resources Officer, reviewed the six (6) qualified submittals. The City Administration is seeking approval to utilize the six (6) qualified vendors since not every employment agency provides all positions which may be required by the City and therefore, multiple employment agencies are available for use.

1. 4BBB CORP
2. 22ND CENTURY TECHNOLOGIES, INC.
3. COCHHBHA ENTERPRISES, INC.
4. POWER RESOURCES & FINANCIAL SERVICES, INC.
5. PRECISION STAFFING, INC.
6. TECH ARMY, LLC

All Department use of temporary staffing shall be made in accordance with the City's Temporary Staffing Policy and within the respective department's approved operating budget for FY2022 – FY2023. The contract term is two years with the option to renew for two (2) additional two-year terms.

Budgetary Impact

All expenditures for temporary labor services will be made within the current and future fiscal year's budgeted accounts, within the respective departments/divisions.

Recommendation

The City Administration recommends approval of the resolution to contract with temporary labor services vendors through the City's RFP #22-021, and to exceed the City's annual vendor threshold of \$25,000.

RESOLUTION NO. 2022-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM A POOL OF VENDORS IN ACCORDANCE WITH REQUEST FOR PROPOSALS (“RFP”) NO. 22-021, WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS’ APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has certain planned temporary employment services budgeted in Fiscal Year 2021-2022 and Fiscal Year 2022-2023; and

WHEREAS, the City Manager has determined that certain unplanned and unforeseen instances may arise throughout the fiscal year which warrant the use by City Departments of various temporary personnel services; and

WHEREAS, on June 21, 2022, the City received and opened six (6) responses to Request for Proposals (“RFP”) No. 22-021; and

WHEREAS, on July 8, 2022, the Evaluation Committee, consisting of the Director of the Community Development Department, the Office Manager from the Public Services Department, and the Chief Human Resources Officer, reviewed the six (6) submittals; and

WHEREAS, it has been determined that not every employment agency provides all positions which may be required by the City, therefore, it is necessary to obtain services from multiple employment agencies to be made available for use; and

- Temporary Employment Services:
 - 4BBCORP
 - 22ND CENTURY TECHNOLOGIES, INC.
 - COCHHBHA ENTERPRISES, INC.
 - POWER RESOURCES & FINANCIAL SERVICES, INC.
 - PRECISION STAFFING, INC.
 - TECH ARMY, LLC; and

WHEREAS, the initial term of the agreements will be for two years with the option to renew for two (2) additional two-year terms.

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

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

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

Section 2. That the City approves the procurement of temporary employment services from the various employment agencies approved under the Request for Proposals, #22-021. in an amount that may exceed the annual vendor \$25,000.00 purchase threshold from a single vendor.

Section 3. That all Department purchases from any temporary employment vendor shall be within the respective Departments’ approved level of its annual budget appropriation.

Section 4. That the proper City officials are authorized to execute agreements with the various temporary employment services vendors to provide temporary employment services to individual City Departments as the needs arise, which agreements are attached as composite Exhibit “A” and made a part of this Resolution by this reference.

Section 5. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

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 August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND 4 BEST BUSINESS CORP. (D/B/A 4BBCORP) FOR TEMPORARY STAFFING NEEDS AS DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 22-021, ENTITLED "TEMPORARY EMPLOYMENT SERVICES".

This is an Agreement ("Agreement") dated _____, 2022, 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 4 Best Business Corp. (d/b/a 4BBCORP) (the "Contractor"), a Florida corporation with an address of 3600 Red Road, Suite 306, Miramar, Florida 33025.

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. 22-021 is effective beginning September 2, 2022 through and including September 1, 2024. A copy of RFP No. 22-021 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.
2. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.
3. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 22-021 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
4. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
5. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
6. 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.
7. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
4 Best Business Corp. a Florida
Corporation (d/b/a 4BBCORP)

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2022, by _____ as _____ of 4 Best Business Corp., a Florida corporation d/b/a 4BBCORP, on behalf of the corporation. 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

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND 22nd CENTURY TECHNOLOGIES, INC. FOR TEMPORARY STAFFING NEEDS AS DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 22-021, ENTITLED "TEMPORARY EMPLOYMENT SERVICES".

This is an Agreement ("Agreement") dated _____, 2022, 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 22ND Century Technologies, Inc. (the "Contractor"), a foreign corporation registered to conduct business in Florida with an address of 8251 Greensboro Drive, Suite 900, McLean, Virginia 22103.

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:

8. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP") No. 22-021 is effective beginning September 2, 2022 through and including September 1, 2024. A copy of RFP No. 22-021 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.
9. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.
10. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 22-021 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
11. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
12. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
13. 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.
14. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:

22nd Century Technologies, Inc. a Foreign Corporation registered to conduct business in Florida

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2022, by _____ as _____ of 22nd Century Technologies, Inc., a Foreign corporation registered to conduct business in Florida, on behalf of the corporation. 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 _____

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND COCHHBHA ENTERPRISES, INC. (D/B/A CEI STAFFING) FOR TEMPORARY STAFFING NEEDS AS DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 22-021, ENTITLED "TEMPORARY EMPLOYMENT SERVICES".

This is an Agreement ("Agreement") dated _____, 2022, 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 COCHHBHA Enterprises, Inc. (d/b/a CEI Staffing) (the "Contractor"), a Florida corporation with an address of 10258 NW 47th Street, Sunrise, Florida 33351.

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:

15. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP") No. 22-021 is effective beginning September 2, 2022 through and including September 1, 2024. A copy of RFP No. 22-021 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.
16. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.
17. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 22-021 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
18. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

19. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
20. 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.
21. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
COCHHBHA Enterprises, Inc. a Florida Corporation (d/b/a CEI Staffing)

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____ 2022, by _____ as _____ of COCHHBHA Enterprises, Inc., a Florida corporation d/b/a CEI Staffing, on behalf of the corporation. 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

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND POWER RESOURCES AND FINANCIAL SERVICES, INC. FOR TEMPORARY STAFFING NEEDS AS DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 22-021, ENTITLED, "TEMPORARY EMPLOYMENT SERVICES".

This is an Agreement ("Agreement") dated _____, 2022, 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 Power Resources and Financial Services, Inc. (the "Contractor"), a Florida corporation with an address of 7972 Pines Boulevard, #245606, Pembroke Pines, Florida 33024.

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:

22. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP") No. 22-021 is effective beginning September 2, 2022 through and including September 1, 2024. A copy of RFP No. 22-021 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.
23. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.
24. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 22-021 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
25. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
26. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
27. 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.
28. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:

**Power Resources and Financial Services, Inc.
a Florida Corporation**

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____ 2022, by _____ as _____ of Power Resources and Financial Services, Inc., a Florida corporation, on behalf of the corporation. 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

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND PRECISION STAFFING, INC. (D/B/A AP RECRUITERS & ASSOCIATES) FOR TEMPORARY STAFFING NEEDS AS DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 22-021, ENTITLED "TEMPORARY EMPLOYMENT SERVICES".

This is an Agreement ("Agreement") dated _____, 2022, 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 Precision Staffing, Inc. (d/b/a AP Recruiters & Associates) (the "Contractor"), a Florida corporation with an address of 500 S. Australian Avenue, Suite 500, West Palm Beach, Florida 33401.

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:

29. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP") No. 22-021 is effective beginning September 2, 2022 through and including September 1, 2024. A copy of RFP No. 22-021 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.
30. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.
31. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 22-021 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
32. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
33. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
34. 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.
35. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Precision Staffing, Inc. a Florida
Corporation (d/b/a AP Recruiters &
Associates)

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF PALM BEACH COUNTY

The foregoing instrument was acknowledged before me on _____ 2022, by _____ as _____ of Precision Staffing, Inc., a Florida corporation d/b/a AP Recruiters & Associates, on behalf of the corporation. 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

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA,
AND TECH ARMY LLC, FOR TEMPORARY STAFFING NEEDS AS
DESCRIBED IN THE CITY’S REQUEST FOR PROPOSALS (“RFP”) NO.
22-021, ENTITLED “TEMPORARY EMPLOYMENT SERVICES”.**

This is an Agreement (“Agreement”) dated _____, 2022, 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 Tech Army LLC (the “Contractor”), a Florida limited liability company with an address of 7777 Davie Road Extension, Suite 303B, Hollywood, Florida 33024.

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:

36. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals (“RFP”) No. 22-021 is effective beginning September 2, 2022 through and including September 1, 2024. A copy of RFP No. 22-021 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.
37. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.
38. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 22-021 which is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
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 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
40. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
41. 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.
42. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" 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.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Tech Army, LLC, a Florida
Limited Liability Company

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____ 2022, by _____ as _____ of Tech Army, LLC, a Florida limited liability company, 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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE RANKING OF QUALIFIED INFORMATION TECHNOLOGY CONSULTING FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AVERO ADVISORS, LLC, FOR IT MASTER PLAN ASSESSMENT AND CONSULTING SERVICES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo R-2022- IT Masterplan Assessment and Consulting, R-2022- IT Masterplan Assessment and Consulting Services (RFQ 22-020) Ranking of Firms and Authorizing Negotiations with Avero Advisors, LLC, Vendor Solicitation Response, RFQ 22-020 Tabulation Sheet



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer  Frank DiPaolo
2022.08.03 16:17:31
-04'00'

SUBJECT: Resolution approving the ranking of qualified Information Technology Consulting Firms and authorizing the City Administration to negotiate and execute an agreement with Averro Advisors for IT Masterplan Assessment and Consulting Services

REQUEST

The Finance Department requests approval of a resolution approving the ranking of qualified Information Technology Consulting Firms and authorizing the City Administration to negotiate and execute an agreement with Averro Advisors for IT Masterplan Assessment and Consulting Services.

BACKGROUND

The City's adopted strategic plan identified the preparation of an Information Technology Master Plan Assessment (the "Project"), which will create a roadmap for the future of the City's IT infrastructure investments, focusing primarily on the areas of critical need and ensuring that cybersecurity is of paramount importance. The plan will gradually move toward a phase of streamlining business processes and enhancing the customer experience when obtaining services from the City or visiting any of its facilities.

The fiscal year 2021-22 adopted budget provided funding for the Project in the Information Technology Fund. On May 13, 2022, the City advertised RFQ #2022-020 to solicit proposals from qualified consultants to complete the Project. On June 10, 2022, the City received responsive proposals from four (4) firms and a committee comprised of the City Chief Financial Officer Frank DiPaolo, IT Division Director Darryl McFarlane, and IT Manager Monica Terrazas, met on July 7, 2022, to discuss the proposals and rank the firms.

It was unanimously agreed by the committee that Averro Advisors was the most qualified to meet the needs of the City for this Project. The Finance Department recommends that the City Commission accept the committee recommendation and authorize the City Administration to negotiate final terms and execute an agreement with Averro Advisors for the Project.

ATTACHMENTS

Resolution
RFQ Response from Averro Advisors



RFQ Tabulation

BUDGETARY IMPACT

The cost of the project is \$49,951.00 and that funding is available and appropriated within the Information Technology Fund account # 507-17-04-516-64-00.

RECOMMENDATION

Adopt the resolution approving the ranking of qualified Information Technology Consulting Firms and authorizing the City Administration to negotiate and execute an agreement with Avero Advisors for IT Masterplan Assessment and Consulting Services.

RESOLUTION NO. 2022-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED INFORMATION TECHNOLOGY CONSULTING FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AVERO ADVISORS, LLC, FOR IT MASTER PLAN ASSESSMENT AND CONSULTING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's adopted strategic plan identified the preparation of an Information Technology Master Plan Assessment (the "Project") and the Fiscal Year 2021-22 adopted budget provided funding for the Project in the Information Technology Fund; and

WHEREAS, on May 13, 2022, the City advertised Request for Qualifications ("RFQ") No. 2022-020 to solicit proposals from qualified consultants to complete the Project; and

WHEREAS, on June 10, 2022, the City received responsive proposals from four (4) firms and a committee comprised of the City Chief Financial Officer Frank DiPaolo, I.T. Division Director Darryl McFarlane, and I.T. Manager Monica Terrazas, met on July 7, 2022, to discuss the proposals and rank the firms; and

WHEREAS, it was unanimously agreed by the Committee that Avero Advisors, LLC was the most qualified to meet the needs of the City for this Project; and

WHEREAS, the Finance Department recommends that the City Commission accept the committee recommendation and authorize the City Administration to negotiate final terms and execute an agreement with Avero Advisors, LLC for the Project;

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

Section 1. That the above "Whereas" clauses are true and correct, and they are made a part of and are incorporated into this Resolution by this reference.

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 the City Administration is authorized to negotiate final terms and execute an agreement for the Project with Avero Advisors, LLC.

Section 4. That the cost of the project is \$49,951.00 and that funding is available and appropriated within the Information Technology Fund Account #507-17-04-516-64-00.

Section 5. That this Resolution shall be in force and take immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

PROPOSAL BY



Guided Results.



REQUEST FOR PROPOSAL FOR
CONSULTING SERVICES FOR
INFORMATION TECHNOLOGY MASTER
PLAN

RFP NO. 22-020

June 10, 2022

(865) 415-3848

info@averoadvisors.com

AveroAdvisors.com

MAIN OFFICE: 512 West Broadway Ave., Maryville, TN 37801

WEST COAST OFFICE: 1036 East Caribbean Lane, Scottsdale, AZ 85255



June 10, 2022

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

To Whom It May Concern,

The City of Dania Beach has a strong history of delivering high-caliber services to your constituents. Recently, we've seen the organization make considerable strides in modernizing and improving the experience for your citizens, and we're excited for the opportunity to present our qualifications for your consideration on this important endeavor. The Consulting Services for Information Technology Master Plan project is vital to your organization, and you need a dependable, enthusiastic, energetic, technically competent, and business savvy partner. More than anything, you need a partner and advisor that shows integrity to support you through the inevitable tough times and see this project through to success. That partner is Avèro Advisors.

Fortunately, Avèro is on a mission to modernize the way public agencies operate internally and enable the public to make interactions with the government easier. We are committed to solving complex problems for our clients that ultimately benefit citizens, with the most efficient use of tax dollars.

This proposal presents our unique approach to problem-solving, and a methodology tailored to your specific needs. In addition, it includes stories from many similar relationships we have built with select clients over the last several years showing our ability to collaborate and deliver Guided Results.

We possess expertise in delivering IT Assessments, Business Process Analysis & Redesign, Cybersecurity Assessments, IT Strategic Planning, Infrastructure Analysis, Enterprise System Consultation, and Project Management services for various government organizations. Our lasting, trust-based relationships with our clients are testimonials to our track record of providing outcome-based value to those we serve. In addition, we position our clients for success by providing strategic advisory services that help build intelligent organizations, streamline workforce operations, and achieve service excellence.

The Avèro team has completed similar scopes of work for various municipal governments across North America, such as the City of Maryville (TN), Pittsylvania County (VA), City of Charlottesville (VA), Blount County (TN), City of Maricopa (AZ), City of Lethbridge (Alberta), and Union County (NC), among others. Most recently, we were awarded a contract for the same scope of work with the City of Mequon (WI) and City of Piqua (OH).

Our team is highly capable and supportive of the following critical factors necessary for the deep-rooted success of this effort:

"As you know, many companies are technically strong in all things IT but not every firm can build the relationships necessary to help an organization navigate change. Avèro excelled in this aspect. Technically strong, depth of knowledge and an ability to speak in a language management can understand. They don't use only industry terms. They took us through some discovery to make sure we got the scope right. This was incredibly important to the overall project."

Greg McClain
City Manager | City of Maryville,
TN



- We employ a diverse team structure and approach that is grounded in academic knowledge and practical experience;
- We have deep experience in end-to-end IT infrastructure modernization, IT strategic planning and Business Process Mapping;
- We emphasize our extensive knowledge base with city operations, infrastructure, and cultural dynamics.

Furthermore, Avèro is a 100% independent, 3rd party consulting firm with no affiliation to software or hardware vendors – we are always in your corner. Our firm is a certified Minority-owned Business Enterprise (MBE) in multiple states and is a financially stable, profitable enterprise that strives to deliver significant value to our clients nationwide. Avèro asserts that it is in compliance with the City's insurance requirements as specified in *Section 8.5* of the Request for Qualifications and has been attached to this proposal. Avèro asserts that it has had no lawsuits or proceedings within the past ten (10) years. Avèro is an equal opportunity employer and does not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national region, marital status, or political affiliation.

I look forward to developing a supportive partnership with you and the City of Dania Beach. I believe we, too, can establish a lasting, trust-based relationship that best displays our commitment to our clients in getting the job done right the first time. Moreover, we dedicate time to get familiar with your priorities and the recent strategies you've employed to help create an effective and collaborative environment with your team. Together, we can create improvements in your business processes that best fit your team's needs and support your continued modernization efforts.

My cell phone number is 865-850-5451, and you can reach me at any time.

Sincerely,

Signed on behalf of Abhijit "AV" Verekar
Founder & CEO

Verified by pdfFiller



Robert Kornovich – Chief Projects Officer

06/09/2022

Avèro Advisors

Home Office | 512 West Broadway Avenue, Maryville, TN 37801

West Coast Office | 10396 East Caribbean Lane, Scottsdale, AZ 85255

Office: 865-415-3848 | Email: av@averoadvisors.com



Contents

5.1.1	FIRM QUALIFICATIONS	5
5.1.2	FIRM BACKGROUND	7
5.1.3	RELEVANT EXPERIENCE	14
5.1.4	APPROACH	17
5.1.5	FEE PROPOSAL	29
5.1.6	EXHIBITS	30



5.1.1 FIRM QUALIFICATIONS

Avèro, LLC (dba Avèro Advisors) is a strategic technology advisory group that actively evaluates the individual needs of public agencies to provide technical and business services that help build intelligent organizations and streamline operations. To do this, we incorporate methods that address urgent needs while formulating long-term strategies that achieve service excellence.

Furthermore, Avèro prides itself on being large enough to serve our valued clients, yet small enough to know them. Our team of certified PMPs, government ERP experts and accounting and financial subject matter experts really understand the intricacies of local government, having served the public sector for 15+ years. Further, as a nimble and agile firm, our clients have realized great value working with Avèro in relation to the larger firms

Founded and headquartered in Maryville, TN, Avèro Advisors started from humble beginnings to become a nationally recognized firm that enables its clients to optimize, maximize, and transform their business processes through technology. Working with government agencies across North America, we have developed a strong presence in and out of our local region by providing strategic advisory services that help build smart local government organizations and empower workforce & operations. Specifically, our expertise spans across all operational aspects of national and international government or public agencies and includes significant experience with city and county development services and land management functions. Our main office is in Maryville, Tennessee at the address noted above, and our second office is in Scottsdale, Arizona.

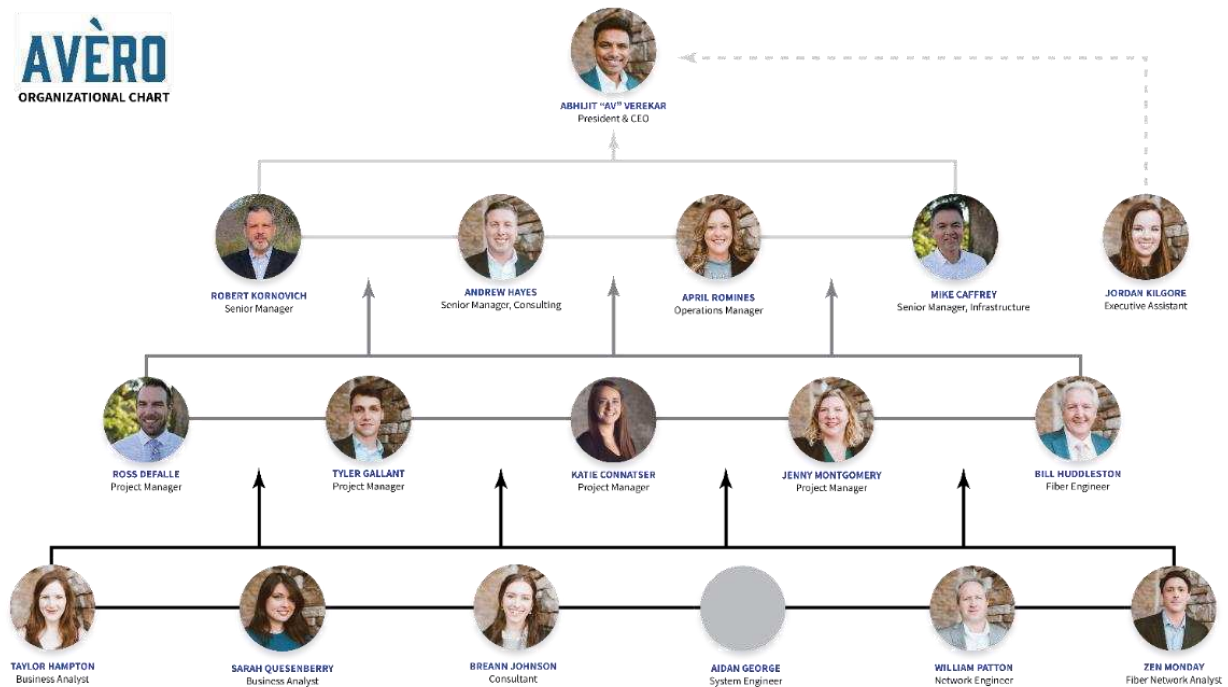


With 15+ years of public sector experience, Avèro's leadership team has provided IT strategic advisory services to numerous municipal government agencies across the country and successfully delivered the right results on time and within budget including but not limited to the following services: comprehensive IT infrastructure and organizational assessments, strategic planning, business process mapping & redesign, ERP system selection & implementation, and program/project management.

Avèro currently consists of 25 full-time employees. The following graphic displays the organization within the company:



Request for Proposal for Consulting Services for Information Technology Master Plan



Avèro is also committed to being at the forefront of thought leadership in our industry and frequently publishes original content for our clients' benefit. We produce and publish a weekly podcast, [ReThink IT \(podcast.averoadvisors.com\)](https://podcast.averoadvisors.com), to discuss the general nature of technology and views on its applications for municipalities now and in the future. Our guests include City Managers, Mayors, Chief Information Officers, County Administrators, Judges, and other municipal executives and leaders.

Recently, Avèro has been recognized in Inc. Magazine's "Best Workplaces of 2021" for our commitment to our employees as well as our clients. Additionally, Avèro was recognized as 2019's "Best Small Business" by the Blount County Chamber of Commerce, and we are certified as a "Great Place To Work®" based on feedback provided by 100% of our employees. Avèro's President also serves on the National Institute of Governmental Purchasing (NIGP) panel for cybersecurity.





5.1.2 FIRM BACKGROUND

Avèro, LLC (dba Avèro Advisors) established in 2016, is a certified Minority-Owned Business Enterprise (MBE) in the state of Tennessee (#103118-04). Our firm was recently recognized as one of America's fastest growing companies by Inc. Magazine and was also named among the country's best workplaces for 2021. Avèro is an equal opportunity employer and does not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.

Our office locations are listed below:

- MAIN OFFICE: 512 West Broadway Ave., Maryville, TN 37801
- WEST COAST OFFICE: 1036 East Caribbean Lane, Scottsdale, AZ 85255

Our company President is Abhijit Verekar, contact number 865-850-5451 and email address av@averoadvisors.com who is authorized to execute the proposed contract.

PROJECT TEAM

For this engagement, Avèro has put together the following team of qualified professionals possessing the knowledge and demonstrated expertise within IT assessment and strategic planning disciplines. Avèro does not engage with any subcontractors for their services.



Abhijit Verekar | Project Executive is a certified *Project Management Professional (PMP)* with 15 years of experience serving the public sector as an IT advisory professional. He has extensive experience leading IT and organizational modernization initiatives with State and Local government agencies across the United States. Over the years, he has helped his clients achieve significant efficiencies through IT strategic planning, cybersecurity, business process redesign, project management & implementation for numerous enterprise systems being sought (e.g., ERP, Work Order/Asset Management, Permitting/Land Management, and Records/Document Management).



Andrew Hayes | Senior Manager is a certified *Project Management Professional (PMP)* with Master's degrees in Business Administration (MBA) and Organizational Development (MOD). His experience includes 15 years of successfully leading Change Management and IT Modernization projects in the public, private, and nonprofit market sectors. He employs an appreciative approach to consulting that facilitates the identification, prioritization, and resolution of critical challenges, whether People, Process, or Technology-driven. He creates value by establishing collaborative, cross-functional partnerships that focus on both organizational strengths and opportunities for continuous improvement.



Tyler Gallant | Project Manager possesses extensive experience working in the Information Technology and Services industry. He has completed projects for organizations that have included IT & organizational infrastructure analyses, data analyses, gap analyses, SWOT analyses, business process redesign & mapping, requirements analysis & development, and project/program management. He has also managed the creation of several impactful IT strategic plans for government organizations, and lead them through the subsequent implementation of the proposed recommendations.



Mike Caffrey | Technical Consultant, is a Senior IT Consultant with over 22 years' experience overseeing efficient, secure, and cost-friendly IT modernization projects for a variety of public and private sector organizations. Recipient of InterCon 2019's "Top 50 Tech Leaders" award for significant contributions in the technology sector.



Sarah Quesenberry | Business Analyst completed her Bachelor of Science in Computer Science from the East Tennessee State University. She was engaged in providing Blount County (TN) with technical support on the implementation of ERP installation and managed the redeployment of content management software (Laserfiche), along with the modernization of computer upgrades, County-wide. Ms. Quesenberry is currently part of the project team to provide technology consulting services to plan for and acquire a document management system at the Reno Housing Authority, NV.



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ABHIJIT “AV” VEREKAR

Project Executive

PROFILE

IT Advisory Professional with over 15 years' experience building smart organizations that empower their operations and enrich the lives of those they serve. PMP & SME providing practical IT strategic planning, cybersecurity, business process redesign, and general advisory & project management services to more than 35 government and public sector clients across the United States.

EDUCATION

- **PMP** (Certification No. 1338765)
Project Management Institute
- **MBA, Finance**
Cleveland State University
(Cleveland, OH)
- **Master of Commerce, Accounting & Finance**
Goa University (Goa, India)
- **Bachelor of Commerce**
Goa University (Goa, India)

KEY SKILLS

- ERP implementation
- Business Process Redesign
- Requirements Definition
- Business Systems Selection
- Contract Negotiation
- Project Management

SELECT CLIENTS

- Blount County, TN
- Union County, NC
- Baltimore County, MD
- Montgomery County, MD
- City of Maryville, TN
- City of Charlottesville, VA
- City of Macedonia, OH
- City of Maricopa, AZ
- Santa Clara County Housing Authority, CA
- City of Wilsonville, OR
- State of Maryland

SELECT EXPERIENCE

Blount County, TN – ERP Implementation, Project Management & Support Services

Provided project management resources for the replacement of old ERP system; included Financials and Purchasing modules. Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

City of Maryville, TN – Business Process Analysis, ERP Planning & Support Services

Performed a thorough assessment of “AS-IS” business processes, services, policies, technologies & skillsets and developed strategies to optimize the City's operations and service delivery. Guided City executives and departmental heads (e.g., HR, Finance, IT, Utilities) in planning and implementing an optimal ERP suite of various integrated solutions (financial, asset, permitting & fleet management) for productivity & services enhancements.

Knoxville's Community Development Corporation (KCDC), TN – IT Review & ERP Services

Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years. Assist KCDC in evaluating software vendors for an optimal ERP system to replace its legacy Emphasys Elite software.

City of Charlottesville, VA – Business Process Mapping, System Advisory & Support Services

Analyzed “AS-IS” and developed “TO-BE” business process maps for various critical departments (Neighborhood Development Services, Public Works, Park & Recreation) to improve efficiency. Assisted the City in requirements definition, RFP development, and system selection & implementation for optimal ERP solutions.

Santa Clara County Housing Authority, CA – IT Project Management Services

Provided IT Project Management services for various concurrent Emphasys Elite-related projects and guided SCCHA in planning & implementing cost-effective & efficient solutions. Monitored as the primary liaison between SCCHA & Emphasys software vendor to ensure that all project deliverables align with the agency's vision.

Dept. of Human Resources, State of Maryland – Case Management Software Development

Led a team of software developers, system testers & business analysts to assess the current state of DHR's legacy case management system, CARES. Identified key findings and applied SDLC approach to develop & implement a custom web-based, front-end UI, xPression, for optimization in HR-related processes & services (e.g., onboarding, benefits administration).



ANDREW HAYES

Senior Manager

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AHAYES@AVEROADVISORS.COM

PROFILE

Senior Project Manager with 15 years' experience leading change management and IT modernization projects in the public, private, and nonprofit market sectors. Expertise in establishing collaborative, cross-functional partnerships focused on both organizational strengths and opportunities for continuous improvement, whether *People*, *Process* and *Technology*-driven.

EDUCATION

- **PMP** (Certification No. 1239835)
Project Management Institute
- **MBA, Business Administration**
Case Western Reserve University
(Cleveland, OH)
- **Master of Organizational Development**
Case Western Reserve University
(Cleveland, OH)
- **Bachelor of Science**
Business Administration
University of Akron (Akron, OH)

KEY SKILLS

- ERP Implementation
- Business Process Redesign
- Requirements Definition
- Business Systems Selection
- Contract Negotiation
- Project Management

SELECT CLIENTS

- Maricopa Association of Governments, AZ
- Blount County, TN
- Union County, NC
- City of Maryville, TN
- City of Charlottesville, VA
- City of Macedonia, OH
- City of Maricopa, AZ
- City of Alcoa, TN
- City of Cleveland, OH
- City of Green, OH
- State of Maryland

SELECT EXPERIENCE

Maricopa Association of Governments (MAG) – *ERP Implementation Services*

Reviewed existing workflows and processes, functional components, related applications, integrations, and touchpoints of the existing ERP platform. Developed a series of Business Process Modeling & Notation (BPMN) for optimized future-state (TO-BE) workflows for business processes across MAG departments. Will subsequently provide project management services for the implementation of the selected ERP software system Munis by Tyler Technologies.

City of Maryville, TN – *Business Process Analysis, ERP Planning & Support Services*

Performed a thorough assessment of "AS-IS" business processes, services, policies, technologies & skillsets and developed strategies to optimize the City's operations and service delivery. Guided City executives and departmental heads (e.g., HR, Finance, IT, Utilities) in planning and implementing an optimal ERP suite of various integrated solutions (financial, asset, permitting & fleet management) for productivity & services enhancements.

Blount County, TN – *ERP Implementation, Project Management & Support Services*

Provided project management resources for the replacement of old ERP system; included Financials and Purchasing modules. Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

City of Charlottesville, VA – *Business Process Mapping, System Advisory & Support Services*

Analyzed "AS-IS" and developed "TO-BE" business process maps for various critical departments (Neighborhood Development Services, Public Works, Park & Recreation) to improve efficiency. Assisted the City in requirements definition, RFP development, and system selection & implementation for optimal ERP solutions.

City of Alcoa, TN – *Information Technology Strategic Plan*

Evaluated the current state of technology environment (e.g., infrastructure, systems, processes, resources, staffing, funding, service delivery) for multiple crucial City departments (i.e., Financial Services, HR, CIS, Manager's Office). Identified disparities between "AS-IS" & "TO-BE" states and developed a comprehensive IT Strategic Plan to mitigate inherent gaps and guide Alcoa's IT decisions over the next 5 years.

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*

Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.



AVEROADVISORS.COM

TYLER GALLANT

Project Manager

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PROFILE

IT Modernization Business Analyst equipped with proficiency in creating IT Strategic Plans and engaging in Business Process Redesign, along with Enterprise System Evaluation & Implementation, for a variety of public sector organizations.

EDUCATION

- Bachelor of Science, *Business Management*
Western Governors University
(Franklin, TN)

KEY SKILLS

- Data Gathering & Analysis
- Business Process Redesign
- Requirements Definition
- RFP Development
- Business Systems Evaluation
- Project Management

SELECT CLIENTS

- City of Charlottesville, VA
- City of Maricopa, AZ
- City of Macedonia, OH
- Union County, NC
- City of Lethbridge, Canada
- Knoxville's Community Development Corporation, TN
- City of Mequon, WI
- City of Niagara Falls, NY

SELECT EXPERIENCE

City of Maricopa, AZ - *Information Technology Modernization Plan*

Evaluated "As-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified inherent gaps & opportunities for improvement and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions over the next 5 years.

City of Macedonia, OH - *Information Technology Modernization Plan*

Evaluated "AS-IS" efforts (culture, vision & mission) & technology (e.g., infrastructure, systems, resources, staffing, funding, service delivery) for various critical City departments (i.e., Finance, HR, IT, Service). Identified inherent gaps between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Macedonia's IT investment decisions in the next 5 years.

City of Charlottesville, VA - *Business Process Mapping, System Advisory & Support Services*

Analyzed "AS-IS" and developed "TO-BE" business process maps for various critical departments (Neighborhood Development Services, Public Works, Park & Recreation) to improve efficiency. Assisted the City in requirements definition, RFP development, and system selection & implementation for optimal permitting & asset management solutions.

Knoxville's Community Development Corporation (KCDC), TN - *IT Division Review Services*

Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years.

Union County, NC - *IT Infrastructure Evaluation & Staffing Analysis*

Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

City of Lethbridge, Alberta, Canada - *Records Management System Needs Assessment*

Conducted interactive sessions with the City's Fire & Emergency Services teams and performed a thorough gap analysis on the existing FDM Records Management software. Identified system needs and developed a comprehensive list of requirements for the future procurement and implementation of a Record Management System.



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MIKE CAFFREY

Technical Consultant

PROFILE

Senior IT Consultant with over 22 years' experience solving the puzzles of efficient, secure, and cost-friendly modernization for various public and private sector organizations. Recipient of InterCon 2019's "Top 50 Tech Leaders" award for significant contributions in the technology sector.

EDUCATION

- **Executive Master of Business Administration (EMBA)**
University of South Dakota
(Vermillion, SD)
- **Bachelor of Arts, Economics**
California State University
(Northridge, CA)

KEY SKILLS

- Business Process Management
- Business Resiliency
- Government Affairs
- Marketing & Communications
- Staff Development
- Strategic Planning
- Business Systems Evaluation
- Project Management

SELECT CLIENTS

Public Sector:

- Blount County, TN
- Union County, NC
- City of Maricopa, AZ
- City of Maryville, TN
- City of Alcoa, TN
- Knoxville's Community Development Corporation, TN
- Dekalb County, GA
- California State University System
- American College of Education

Private Sector:

- IBM
- InfoSystems
- Agile Technologies

SELECT EXPERIENCE

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*

Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

Blount County, TN – *IT Modernization Program, Project Management & Support Services*

Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

Knoxville's Community Development Corporation (KCDC), TN – *IT Division Review Services*

Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years.

City of Maricopa, AZ – *Information Technology Modernization Plan*

Evaluated "As-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified inherent gaps & opportunities for improvement and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions over the next 5 years.

City of Maryville, TN – *Information Technology Strategic Plan*

Evaluated the "AS-IS" IT environment (i.e., hardware, software & systems) and captured Maryville's vision for IT enhancements. Identified discrepancies between "AS-IS" and "TO-BE" states, along with opportunities for improvement, and developed strategic recommendations & roadmap to guide Maryville in utilizing industry best practices moving forward.

US-Based IT VAR (*Private Sector*)

Analyzed and coordinated the tools and processes for both Cloud (SaaS Office 365) & existing Managed Services in the US-Based IT VAR. Modified messaging for US markets and translating the UK firm's marketing strategy into one that helped both firms succeed in just a few months of operation.



SARAH QUESENBERY

Business Analyst

AVEROADVISORS.COM

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SQUESENBERY@AVEROADVISORS.COM

PROFILE

Information Technology Consultant with 5 years' experience equipped with proficiency in Computing and Software design. Expertise in research and implementation of practical software to decrease downtime and increase productivity, efficiency, and customer satisfaction.

EDUCATION

- Bachelor of Science,
Computer Science
East Tennessee State
University (Johnson City, TN)

KEY SKILLS

- Hardware Support
- Operating System Support
- Operations Support
- Data Gathering & Analysis
- Requirements Definition
- System Evaluation
- System Implementation

SELECT CLIENTS

- Reno Housing Authority, NV
- Santa Clara County Housing
Authority, CA
- Blount County, TN
- Pittsylvania County, VA
- Union County, NC

SELECT EXPERIENCE

Reno Housing Authority, NV – *Consultant for Implementation of EDMS*

Analyzed the current state of operations to determine system requirements and functionality for the future Electronic Document Management System (EDMS). Assisted in requirements gathering, requirements definition in the form of a Requirements Traceability Matrix, RFP Development, vendor evaluation, and contract negotiation.

Santa Clara County Housing Authority, CA – *IT Project Management Services*

Provided IT Project Management services for various concurrent Emphasys Elite related projects. Gathered feedback from SCCHA staff and other public housing authorities regarding the Emphasys Elite hosted solution. Developed a cybersecurity assessment report to document risks and potential threats.

Blount County, TN – *IT Modernization Program, Project Management & Support Services*

Provided technical support on the implementation of ERP installation. Collaborated with County staff to manage the redeployment of content management software and develop business processes to streamline workflow and increase efficiency. Managed the migration of animal center data location and software provider. Lead the modernization of computer upgrades County-wide, including new computer recommendations, modifications, and image development. Successfully encouraged better vendor relations to improve customer satisfaction and decrease downtime.

Pittsylvania County, VA – *Information Technology Strategic Plan*

Analyzed and implemented the redeployment of existing content management software and the development of business processes to streamline workflow and increase efficiency. Collaborated with the County's IT staff to establish better vendor relations.

Union County, NC – *IT Policies & Procedure Manual Development*

Assessed the current state of IT infrastructure & staffing and identified industry best practices for each functional area of IT services. Developed a new IT policies & procedures manual, which served as an employee guide to the terms and conditions of IT services and infrastructure.



5.1.3 RELEVANT EXPERIENCE

Avèro Advisors has provided the following project summaries for projects completed with scopes related to the scope of the City's initiative. These references specifically showcase Avèro's experience in conducting IT assessments and detail a successful track record of creating and implementing IT strategic plans for similar municipality clients. These five (5) experiences can also be found in the *Exhibit A* section of this proposal.



CITY OF MARYVILLE, TN IT ASSESSMENT & STRATEGIC PLAN, ERP ADVISORY SERVICES

Avèro created a multi-year IT Strategy Plan to guide the City of Maryville, Tennessee to optimize its IT environment efficiently and cost-effectively. As part of the final deliverable set, Avèro's team provided the City with actionable recommendations on business process and technology improvements for all departments (Finance, Public Utilities, Public Works, etc.). Avèro currently serves as the Executive Project Manager to manage the implementation of the IT Strategy Plan for the City of Maryville for multiple projects, including a thorough business process analysis & redesign across all departments' operations, vendor evaluation, and selection & implementation for an Enterprise Resource Planning (ERP) suite of integrated solutions.



SANTA CLARA COUNTY HOUSING AUTHORITY, CA PROJECT MANAGEMENT FOR EMPHASYS ELITE UPGRADE

Avèro provided Project Management services for various concurrent Emphasys Elite-related projects for Santa Clara County Housing Authority (SCCHA). The scope included conducting discovery and visioning sessions with SCCHA's stakeholders, conducting multiple reviews (i.e., business process analysis, needs assessment, gap analysis, etc.), identifying process improvements & developing strategic recommendations, and serving as the primary liaison between SCCHA and Emphasys. Avèro provided guidance through the process of updating legacy servers to an optimal environment on the most recent patch of Elite. This guidance included a cybersecurity risk assessment to evaluate the current state of their network security and to document potential risks and threats that existed in their environment. Avèro was also retained as an advisor during the implementation phase to oversee the progression of action items.



CITY OF MEQUON, WI IT ASSESSMENT & STRATEGIC PLAN

Avèro served as the consultant to assess the current state of IT infrastructure & staffing for approximately twelve (12) departments within the City of Mequon, Wisconsin. The scope of services included, but was not limited to, IT infrastructure assessment (software, systems, and hardware), IT staffing analysis, gap & current-state analysis, and development of strategic recommendations. Avèro's team subsequently identified and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's IT staffing and IT infrastructure decision-making through the next three (3) to five (5) years. Following the completion of the IT assessment, Avèro presented our findings to the Common Council.



CITY OF PIQUA, OH IT ASSESSMENT & STRATEGIC PLAN

Avèro is conducting a comprehensive IT assessment for the City of Piqua, Ohio, which will result in the development of an IT Strategic Plan (ITSP). Avèro's Project Team assessed the current state of IT at the City by conducting interviews with key internal stakeholders regarding cybersecurity protocols, network infrastructure and enterprise software systems to support City operations. Avèro then conducted visioning sessions with Piqua stakeholders to discuss how the City envisions using modern technologies as a tool to move the organization forward in the years to come. Following the data gathering, the Project Team conducted a gap analysis to identify emergent gaps between the current state and the optimized future state of the City of Piqua's IT Program. After developing and prioritizing the proposed IT modernization strategies, the Project Team will prepare and present the IT Strategic Plan Report in May 2022.



BLOUNT COUNTY, TN IT ASSESSMENT & STRATEGIC PLAN, ERP ADVISORY SERVICES

Avèro created a multi-year IT Modernization Strategy and Plan (ITMSP) for Blount County Government that is aimed at updating the County's IT infrastructure (hardware, software, processes, and policies). Avèro's team currently serves as the Executive Project Manager to guide Blount County and its IT Department by implementing the ITMSP, including business



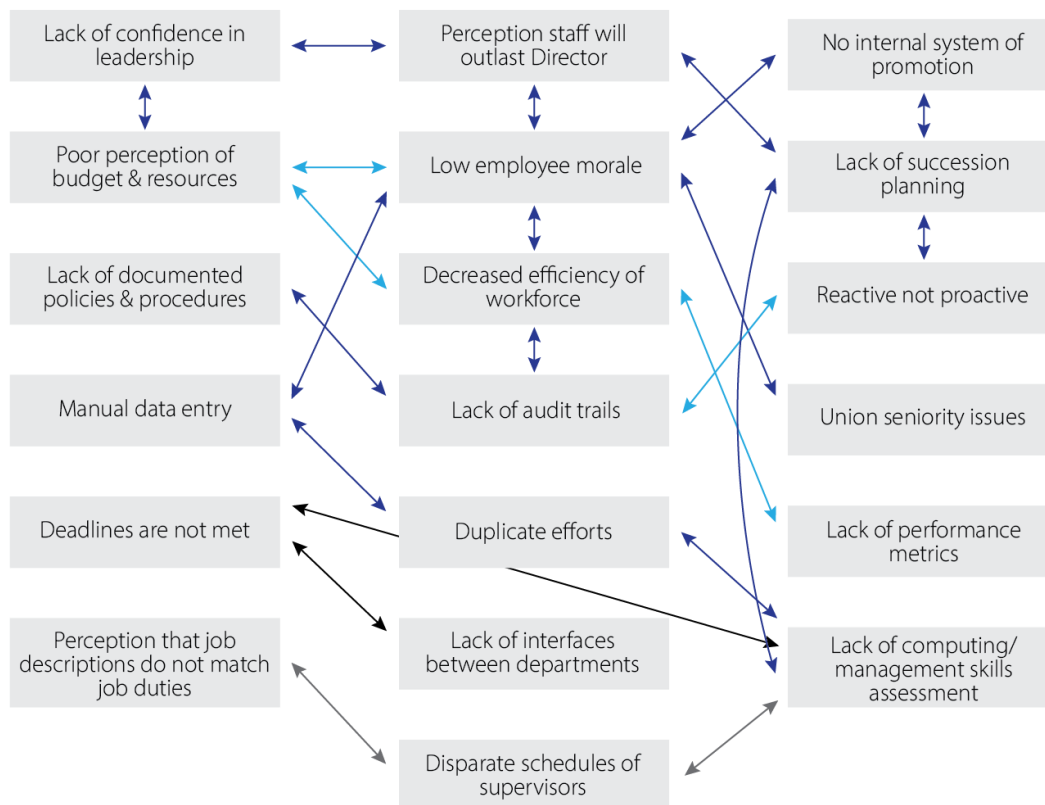
process analysis & redesign, IT risk assessment, system requirements & Request for Proposal (RFP) development, website redesign, network infrastructure upgrade, server virtualization, ERP system replacement, and asset management solution implementation. The County has achieved perfect audits throughout its five (5) years of IT modernization efforts.

5.1.4 APPROACH

Project Understanding

Avèro Advisors understands that organizations such as the City of Dania Beach are under increasing pressure to keep up with higher service levels expectations while adhering to traditionally shrinking budgets and staffing levels. Over the last several years across organizations, demand for IT services has increased, as departments seek to use technology 'to do more with less,' improve service delivery, enhance security, make data-driven decisions, and serve constituents more effectively. An increase in demand isn't the only pain point that influences change within an organization. Avèro has engaged organizations inundated with manual processes with an apparent lack of modern technology, causing inefficiency. Siloed departments that foster an absence of standardization and highlight frustration and lack of control. Whether your organization is being influenced by similar increases in demand for IT-enabled services or one of the many commonly perceived issues, the City of Dania Beach has initiated Business Process Solutions that will result in a technology roadmap guiding the City of Dania Beach's IT-related decisions for the next several years.

The following graphic is an example of observed pain points and perceptions found within organizations that lack sufficient IT tools to allow staff to perform as efficiently as possible:

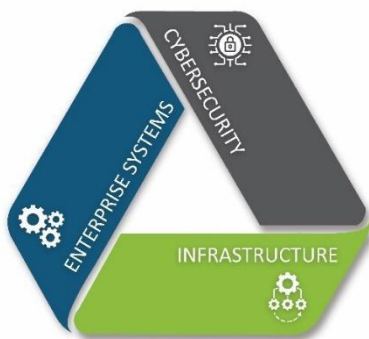


We understand that the City of Dania Beach seeks recommendations on maximizing the value and utilization of existing infrastructure and applications while enhancing security resiliency and protection for its businesses and citizens. We will accomplish these objectives by first initiating

an assessment of the current state to identify strengths, weaknesses and gaps in existing infrastructure, processes, technology, security, staffing levels, funding, networks and policies & procedures. The City of Dania Beach expects analysis of the deployment of IT resources benchmarked against the industry standards and best practices. Further, the City of Dania Beach seeks recommendations to be delivered in the form of an implementation plan for improvements in technology with innovative techniques and list of actionable items to achieve those results while also identifying cost-saving opportunities.

The frequently used phrase, "the future is now," is even more applicable today for technology. Government agencies are acting on increasing demands and modernizing their operations at a rapid pace. The City of Dania Beach is poised to latch on to modernization opportunities that not only improve internal operations but revolutionize service delivery to its citizens and businesses.

For any long-term technology strategy to be sustainable and successful, we must lay its foundations on the following pillars:



- **Cybersecurity** - are we resilient to cyber threats, are our employees educated and form the first line of defense, and can we recover from a cyber event quickly?
- **Infrastructure** - is our infrastructure modern, stable, and scalable?
- **Enterprise Systems** - do we have the right set of enterprise software tools to empower our employees to deliver services most efficiently?

Avèro has performed IT Assessments and Business Process Mapping for several Cities and Counties all over the country that are choosing to use our recommendations to guide their IT decision-making for years to come. Our unparalleled dedication to clients is one of the many attributes that separates our firm from others. Our President and Founder, Abhijit Verekar, not only manages the work completed by his team of consultants, but he also remains active in projects throughout their duration as part of the core team. Mr. Verekar will be involved in group visioning sessions, quality assurance on all deliverables, and all significant presentations, supporting and guiding his team to deliver the best possible results for the City of Dania Beach.

We understand the City of Dania Beach desires a knowledgeable, accountable, and dedicated firm to provide a comprehensive, independent, customized Business Process Mapping for its departments along with an IT Assessment and creating a roadmap for a Strategic Plan. Dedication, pursuit of excellence, and transparency are values we live by and are confident that we are the right firm to join the City of Dania Beach on its journey to define a long-term technology strategy



Project Methodology

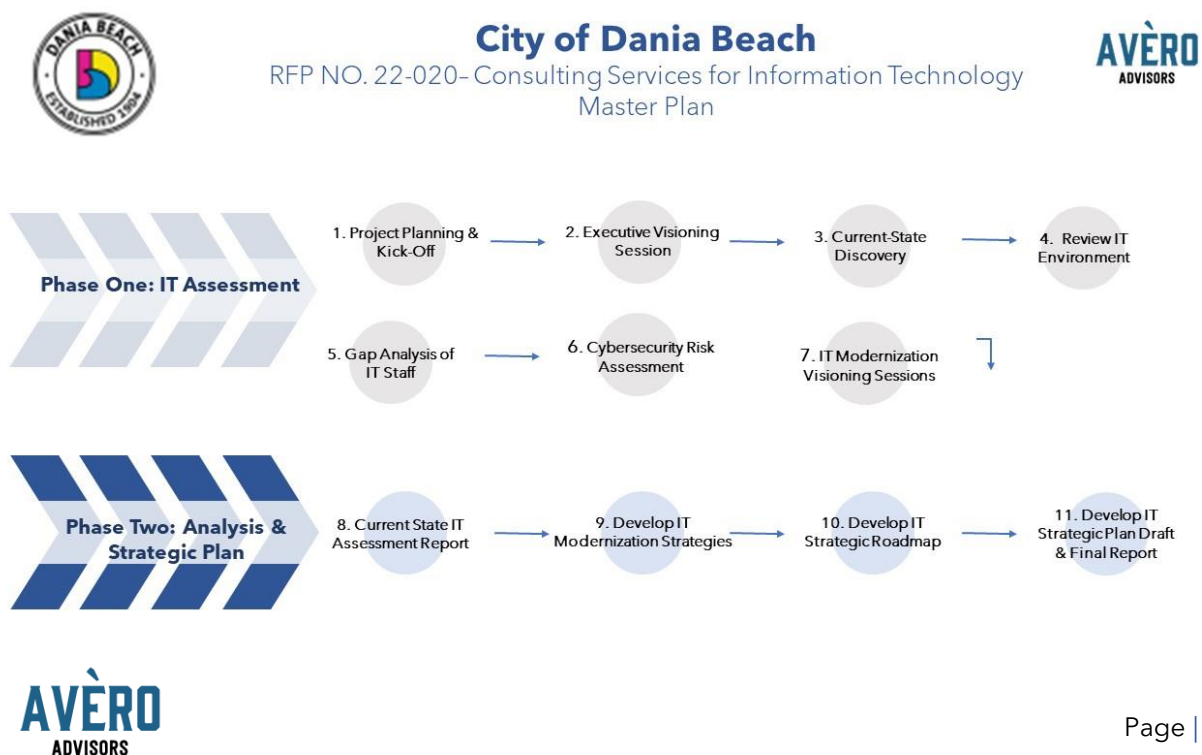
As part of this engagement, Avèro will utilize a three-dimensional approach, namely People, Process, and Technology (PPT), to develop a high-level understanding of the IT environment's current state within the City of Dania Beach. This approach will enable the Project Team to identify critical processes that are executed using available technology platforms, understand how current processes inform decisions, and how existing technology & IT staffing resources support business activities, enabling the City of Dania Beach's overall operational efficiency and effectiveness.

Avèro's PPT approach encompasses the following key areas:

People	Process	Technology
Organizational Structure	Governance	Infrastructure
Staffing & Competencies	Enterprise Architecture	Applications
Leadership	Business Process Analysis	Network & Security
Communication	Strategy & Management	Disaster Recovery
Sourcing	Program/Project Management	Data & Information

Avèro makes every commitment to maintaining a high-quality and superior service level for every project with the clients we serve and champion for. Our firm strives to remain an independent, 3rd party consulting firm with no affiliations to software or hardware vendors whatsoever, which ensures that our objective strategic recommendations will be tailored exclusively to the City of Dania Beach's specific needs. Furthermore, Avèro strives to maintain constant communication with clients by employing multiple methods to ensure that there are no surprises at any point during the project

On the following page is an overview of Avèro's **Proposed Methodology** for the Consulting Services for Information Technology Master Plan Project.





In response to CDC guidelines related to COVID-19, all project tasks within our proposed methodology may be performed remotely or on-site. We welcome feedback from the City of Dania Beach to ensure compliance with the project's requirements and the City's business needs. Avèro remains flexible and committed to providing practical solutions that align with the City of Dania Beach's business goals in a timely and cost-effective manner.

PHASE ONE: IT ASSESSMENT

1. PROJECT PLANNING & KICK-OFF

Avèro Advisors will facilitate a kick-off meeting with the City of Dania Beach's project sponsors and other key stakeholders to assimilate project goals and formalize expectations. During the meeting, we will accomplish the following tasks:

- Introduce our project team and identify the roles of each consultant on this engagement;
- Present a detailed Work Plan, including project tasks, goals, timeframes, deliverables, and milestones;
- Identify the list of interview participants and determine the desired collaboration between stakeholders within the various departments at the City of Dania Beach;
- Collaborate with the City of Dania Beach's project sponsors to identify roles and responsibilities for reviewing and validating project deliverables;
- Answer any questions and incorporate feedback from attendees; and
- Finalize the work plan & project schedule with feedback and approval of the City of Dania Beach.



Deliverable 1: Finalized Work Plan

Figure 1 is a sample **Project Work Plan** utilized by Avèro Advisors on an IT Infrastructure Evaluation & Staffing Analysis project that took place in early 2020.

Figure 1 - Project Work Plan

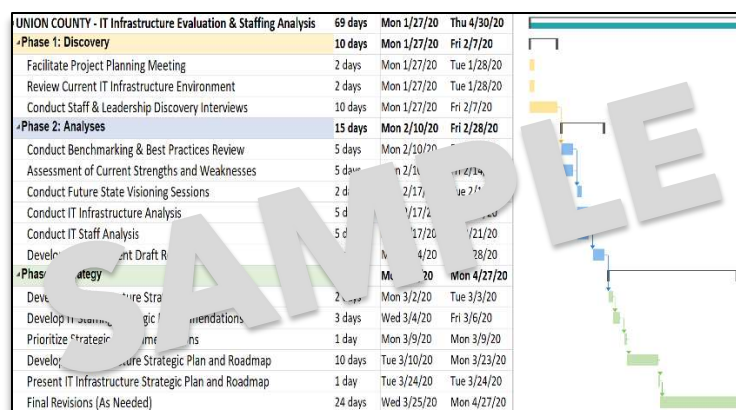




Figure 2 is a sample **Project Status Report (PSR)** utilized by Avèro on an IT Strategic Plan Project that took place from August – October 2020. The PSR summarizes what activities were completed during the previous reporting period, the development of any deliverables during that reporting period, activities scheduled for the upcoming reporting period, and any planned deliverables for the upcoming reporting period. A similar format will be utilized for effective communications during the City of Dania Beach project.

Figure 2 – Project Status Report

PROJECT STATUS REPORT	
Current Reporting Period	Upcoming Reporting Period
August 17 – August 21	August 24 – August 28
Project Activities Completed	Planned Project Activities
During the current reporting period, Avèro Advisors conducted current state discovery sessions with departmental directors and key personnel from the following County departments: - Accounts Payable - Information Technology - Payroll - Purchasing - County Executive Assistants - Community Development - Commissioner of the Revenue - Treasurer's Office - Economic Development - Building & Grounds - Landfill - Staff Along with these tasks, Avèro also started working on the draft of the State Assessment report and high-level strategic roadmap. Avèro is also identifying existing gaps within the County's technology environment. Avèro also conducted a report in PDQ Inventory to identify existing applications and devices on the network. By the end of this reporting period, Avèro reviewed current findings and project status with the County Administrator, Project Manager, and members of the Executive Team (8/20).	During the upcoming reporting period, Avèro Advisors will complete the current state discovery session interviews with the remaining County departments/stakeholders (e.g., Sheriff's Office, DSS). Avèro's technical team will also review the County's inventory of applications and devices on the network. The input from the technical team, Avèro will finalize the development of a Current State Assessment Draft Report. Avèro will also continue to develop the draft of the IT Strategic Roadmap. Avèro will guide the County's process of developing the IT Strategic Plan. Avèro will include the process of developing the IT Strategic Plan, including both time and cost, for the implementation of IT Strategic Plan. Strategies already identified and presented to the Executive Team. Summaries of such strategies will appear in their entirety in the forthcoming deliverable, the IT Strategic Plan Draft Report.
Deliverables Developed	Planned Deliverables
- D2 – Current State Assessment (DRAFT) – IN-PROCESS - D3 – IT Strategic Roadmap (DRAFT) – IN-PROCESS	- D2 – Current State Assessment Draft Report (COMPLETE) - D3 – IT Strategic Roadmap Draft (IN-PROCESS) - D4 – IT Strategic Plan Draft Report

2. EXECUTIVE VISIONING SESSION

Avèro firmly believes that a critical facet of developing a practical IT Assessment & Strategic Plan is the identification and documentation of the executive vision. During this activity, Avèro's project leadership will meet with Key Staff, and other critical stakeholders to discuss their ideas for internal efficiencies driven by technology and enhanced service delivery to City staff and residents. During this session, Avèro will apply knowledge of industry best practices and our in-house knowledge base to guide the discussion towards identifying and documenting a high-level vision that will inform the City's long term IT strategy.

3. CURRENT-STATE DISCOVERY

Avèro Advisors will conduct Current-State Discovery Sessions to develop a full understanding of the current IT environment within the City of Dania Beach. Avèro will gather data to analyze current-state IT department organizational structure, staffing levels, staff IT skills and the use of contracted services. Data gathering activities will include Discovery Sessions, held in both individual and group settings, in-person or virtual, with critical City staff, departmental heads, and other key stakeholders. Avèro will gather crucial stakeholder feedback on the City's staff's



daily functions, challenges faced, current acknowledged threats or vulnerabilities related to technology, and any improvements they believe would enhance productivity through the modernization of IT operations. All the divisions will be included for assessment and planning purposes on this project.

Each session will last approximately one (1) to two (2) hours. These interactive sessions will provide our team with essential information to evaluate the City's IT organization & strategies and determine the City's technology needs. Besides discovery interviews, the Avèro team will also run a diagnostic tool (PDQ) with support from IT staff to collect specific data on the City's hardware, enterprise software (e.g., Springbrook), and network for in-depth analysis. This activity will help identify gaps, IT improvements, efficiencies, optimized processes, refined IT organizational structure and online collaboration tools, enhanced security resiliency, and streamlined operations in the future state.

4. REVIEW EXISTING IT ENVIRONMENT

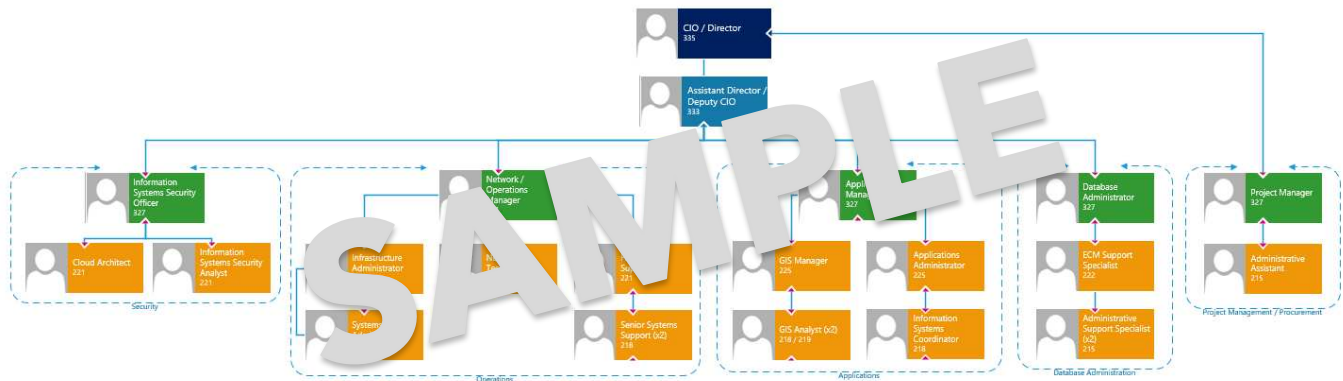
Avèro will collect and review any existing documentation currently available and transferred within the City's existing platform, including current processes, business requirements, related software applications, integrations, and touchpoints. Our team will also analyze current-state data sources, such as systems, applications, outside spreadsheets, and information transferred in paper format within the existing IT environment. This activity will enable our project team to define a Business Process Inventory for subsequent Business Process Analyses.

5. GAP ANALYSIS OF IT STAFF

Avèro will perform a gap analysis of the current IT organization specifically focused on the type of staff, staffing levels, and organizational structure versus future needs. We will analyze the current IT staff members at the City of Dania Beach and formally evaluate their ability to support, manage, and maintain the existing equipment, software, and systems that fall within their scope of work. The IT staff analysis will serve to indicate where IT-related City-wide training may be necessary. When the gap analysis of the IT staff is done, Avèro will supply recommendations for the IT organization, staffing levels, and placement of staff to meet future needs of the City. Likewise, we will evaluate current staff skill levels by performing another gap analysis to compare current staff skill levels required to meet proposed changes and then provide recommendations for addressing staff changes, succession planning, and staff training.

Figure 3 is an Organizational Chart from the IT Strategic Plan project that Avèro Advisors performed in early 2020. This org chart shows the relationship between various staff members of Union County's IT Department. The chart was helpful in showing our project team understand how different IT employees are connected and how they collaborate.

Figure 3 - Organizational Chart



6. CONDUCT CYBERSECURITY RISK ASSESSMENT

Avèro will conduct a high-level cybersecurity risk assessment on the City of Dania Beach's existing technology and infrastructure. Our team will identify enterprise risks, prioritize them, and highlight opportunities to mitigate known and unknown risks going forward proactively. Avèro will take the City through a 22-point National Institute of Standards and Technology (NIST) based security assessment that will identify security deficiencies throughout the organization that could allow a breach of sensitive and confidential data. Our team will interview the City's IT staff, performing a thorough review of security policies, procedures, system architecture, network architecture, physical access, and various security systems. We will also utilize industry-leading network and infrastructure diagnostic tools such as PDQ Deploy and PDQ Inventory to obtain critical information about City of Dania Beach's infrastructure. The 22-point NIST-based assessment will include the following risk areas, at a minimum:

- Incident Response Plan
- Disaster Recovery Plan
- Business Continuity Plan
- Documented Policies & Procedures
- Cyber-security Education
- Data Protection
- Policies Governing Employee Data Access
- Vulnerability Scanning
- Active Network Monitoring
- Multi-factor Authentication
- Automate Threat Detection & Response
- Encryption
- DLP for Personally Identifiable Information
- Utilize All Owned Security Features
- Verification Methods Used & Documented
- Controlled Use of Custom Programming
- Level Set Expectations for Sensitive Data
- ITIL Foundations
- Physical Security
- Cyber-security Officer of Designee
- Segmented & Secured WiFi
- SaaS Vendor Requirements



Deliverable 2: Cybersecurity Risk Assessment



7. CONDUCT IT MODERNIZATION VISIONING SESSIONS

Avèro will conduct a series of Modernization Visioning Sessions with the critical City of Dania Beach's staff, departmental heads, and other key stakeholders to capture "wish list" improvements. Our team will facilitate discussions in-person or virtual with critical stakeholders regarding infrastructure & applications, cybersecurity, Governance, organizational structure, resources, service delivery, business processes, and other procedures. The visioning sessions will focus on optimizing operations through modern technology to efficiently and effectively improve City of Dania Beach services. Feedback gleaned from these sessions will be incorporated and utilized by Avèro to develop modernization strategies during subsequent activities in the IT strategic planning process.

PHASE TWO: ANALYSIS & STRATEGIC PLAN

8. DEVELOP CURRENT-STATE IT ASSESSMENT REPORT

Avèro will aggregate the information gathered in the Discovery & Visioning sessions and business process mapping to provide a comprehensive Current-State Assessment Report that includes:

- IT industry standards & best practices on technical infrastructure & resources (e.g., hardware, network, data protection & backup) and application portfolio in place at the City
- Existing IT initiatives, practices, tools, governance, policies & procedures
- IT organizational structure and skillsets
- Gap analysis of the IT Governance structure
- High-level analysis of current IT budget and expenditures
- Gap analysis of for IT Contingency Plan IT current state to peer jurisdictions
- Findings from the Cybersecurity Risk Assessment including identification of industry standards for IT Contingency Plan

This report will identify gaps in the IT infrastructure, organizational structure, workflow processes, funding, resource allocation, tools, expertise, security, staffing levels & skillsets, IT solution/strategy development, maintenance, and support services. Key findings will help the City of Dania Beach document its existing IT environment compared to current industry-accepted best practices.



Deliverable 3: Current-State IT Assessment Report

9. DEVELOP MODERNIZATION STRATEGIES

In this phase of the project, Avèro Advisors will develop IT Modernization Strategies based upon industry best practices, which strategically resolve the gaps identified during the IT Assessment. Avèro will conduct an interactive review session with the for City of Dania Beach to finalize the



prioritization of the proposed strategies based on the City of Dania Beach's priorities, business needs, and goals. During this task, Avèro will work with the City IT Manager and other stakeholders to rank the strategies based upon the anticipated degree of impact, associated cost, and implementation timeline.

The strategies will target the following areas within the City's IT environment:

- Infrastructure, enterprise systems, and teleworking capabilities
- Security protocols and systems, along with threat prevention and mitigation actions for security resiliency
- Current and future IT projects
- Inventory management
- Disaster Recovery Plan
- Technologies, staffing, resources, funding, training and service delivery model
- Vendor contracts to include service level agreements and software licenses and agreements
- Automated and manual systems
- Existing and available outsourcing opportunities
- Approaches to incorporate current and emerging technology requirements, best practices, trends and necessary upgrades.

10. DEVELOP STRATEGIC ROADMAP

Once the City of Dania Beach's project sponsors have confirmed the prioritized strategies, Avèro will move forward with the finalization of the Modernization Strategies, including the development of the Technology Roadmap of prioritized strategies in the form of a Gantt chart, as shown in **Figure 4**.

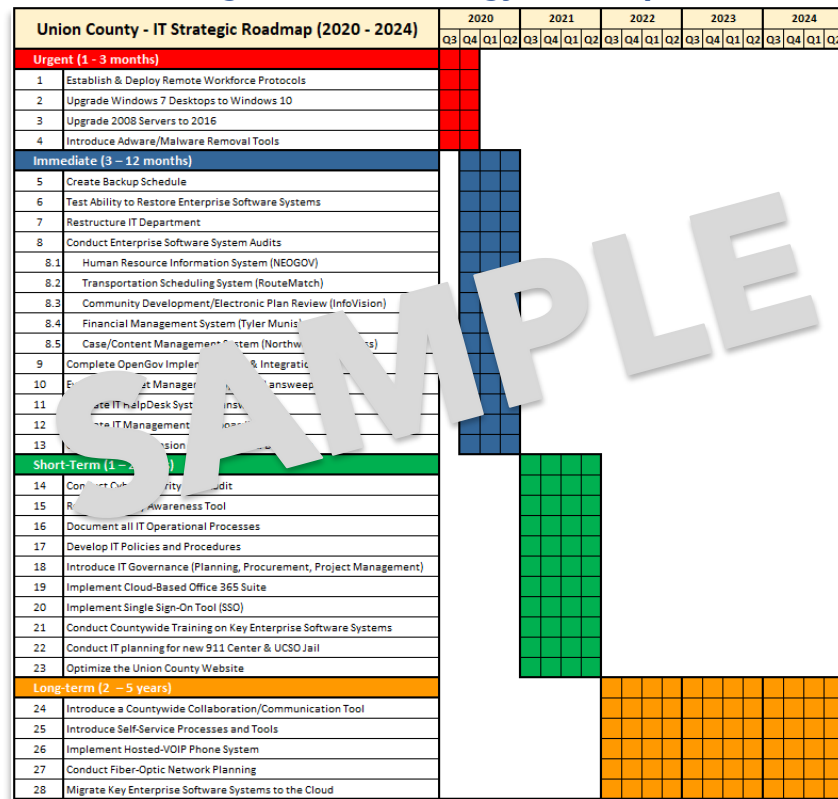
Deliverable 4: Strategic Roadmap

Figure 4¹ - Legend



The following sample is a Technology Roadmap of an IT Modernization Program, which Avèro developed for Union County (NC).

Figure 4² - Technology Roadmap



11.DEVELOP STRATEGIC PLAN DRAFT & FINAL REPORT

Avèro Advisors will develop a Strategic Plan Report based upon the prioritized Roadmap of Modernization Strategies. The Strategic Plan Draft Report will guide the City of Dania Beach to plan, procure, implement, and manage current and future technology and tool investments and resources over the next five (5) years. Additionally, the proposed recommendations will strategically identify opportunities to improve service offerings, build operational efficiencies through integrated enterprise technology, enhance cyber-security, optimize workflows, reduce cost and improve technology to align with the City of Dania Beach's objectives.

Avèro will ensure that the proposed Modernization Strategies are Specific, Measurable, Actionable, Realistic, and Timely (SMART). Each proposed strategy will be discussed and validated by the City of Dania Beach's project sponsors, to ensure strategic and cultural alignment. Avèro will subsequently finalize and deliver the final Strategic Plan Report to the City of Dania Beach.

Avèro will incorporate any feedback provided by the City of Dania Beach's project sponsorship team and will develop an Implementation Plan for each validated strategy within the Roadmap Strategic Plan. This plan will function as the cornerstone of the City of Dania Beach's efforts to improve the balance between demand for new technology and available resources, including structure, staffing, capital, and operating funds, as well as addressing questions of governance, security, leveraging cloud technologies, cyber-security, business continuity planning, and service offerings.



Avèro's team will conduct a final review session with the City of Dania Beach's project sponsorship team to validate the proposed Strategic Plan Report. As the City of Dania Beach deems necessary, we will modify the plan before presenting the finalized plan with an executive summary to the City of Dania Beach's executive leadership and other key stakeholders. Avèro will then conduct a formal presentation detailing all findings to critical stakeholders as needed.



Deliverable 5: Strategic Plan Final Report

Figure 4 provides an IT Strategic Action Plan including action steps, resources, timelines, and anticipated costs for each recommendation's successful implementation. The sample shown below will describe each line item included in the sample IT Strategic Action Plan. Please note that any prices provided are general estimates and should be clarified as the procurement process continues.

Figure 4 - IT Strategic Plan

Recommendation	Replace SAMPLE SYSTEM with a New Financial ERP System
Gaps Addressed	SAMPLE, the City's financial ERP system, has not been updated since 1995. The City's options are to convert to SAMPLE's "NextGen" system, stick with the current version of SAMPLE, or procure another solution.
Action Steps	- Assign Project Sponsor and Project Manager - Develop an inventory of business processes impacted by the ERP system - Perform workflow analysis to determine functional requirements - Develop Requirement Traceability Matrix for requirement definition - Search the market for available ERP systems - Configure appropriate workflows for Financial Management - Facilitate end-user training ("Train the Trainer") - Go-Live and Post Go-Live Support
Resources	- IT Staff - Department-level Project Champions - IT Steering Committee
Stakeholders	- IT Staff - All-City staff (especially Finance/HR/Public Works Utilities)
Prerequisites	None
Estimated Cost	\$XXX - \$XXX plus annual maintenance fees (~\$X,XXX)
Impact/Comments	The Enterprise Resource Planning (ERP) system will be used as a single repository for all information regarding business operations. The ERP system will provide seamless access to data to relevant users in real-time. The new ERP system will automate standard business processes such as accounts receivable, accounts payable, budgeting, etc., to improve efficiency and will integrate with other enterprise systems across departments (HR, Payroll, Inventory, Asset Management, etc.)

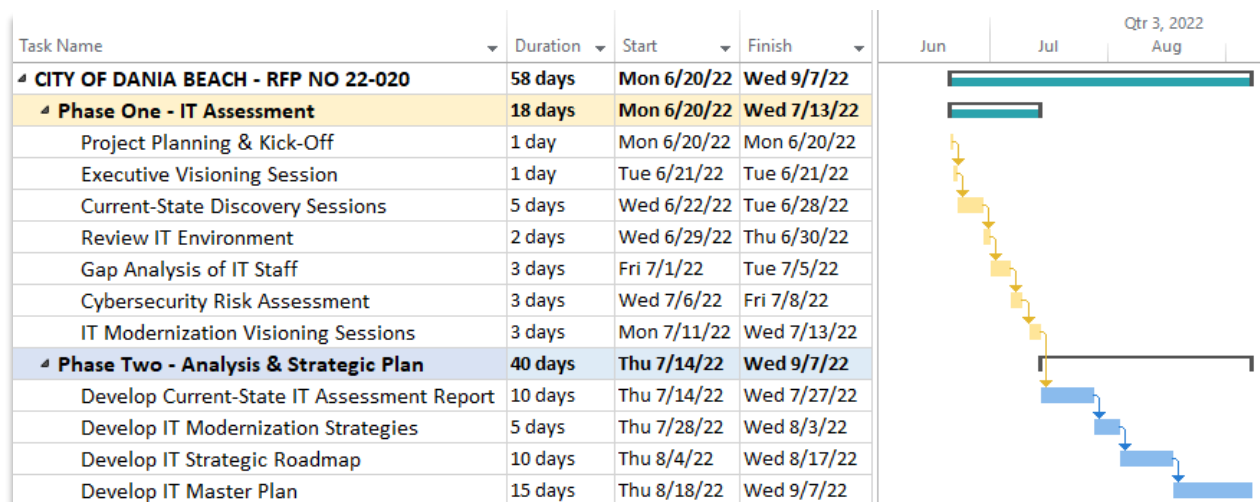


Work Plan

Based upon our experience of creating IT Master Plans with other government and public sector clients similar in scope to the City of Dania Beach, Avèro Advisors estimates a project timeline of **three (3) months** from notice to proceed.

The **Estimated Project Timeline** for this engagement, as shown below, illustrates the phased timeline with specific phases for all project activities.

Estimated Project Timeline



Avèro also understands the proposed schedule and level of effort may change based on the City's availability and further discussions with the project sponsor. Our team will work with Dania Beach to accommodate any suggestions related to the modification of the project schedule.



5.1.5 FEE PROPOSAL

Avèro Advisors has developed the following **Hourly Rate Schedule** for the Consulting Services for Information Technology Master Plan project for City of Dania Beach. Any task performed or anticipated outside the scope of this engagement will be billed separately at the rates listed in the Hourly Rate Schedule, upon prior written approval from City of Dania Beach and Avèro Advisors. We remain flexible in our approach and welcome any feedback for modifications that the City may deem necessary.

Hourly Rate Schedule

Project Team Role	Hourly Rate
Project Executive	\$250
Senior Manager	\$225
Project Manager	\$200
Business Analyst	\$175
Technical Consultant	\$175

Avèro proposes the fee structure below with an estimated amount of **\$49,951** as a Not-to-Exceed Amount for this project, which includes Labor, Travel & Miscellaneous Fees, and a 5% New Client Discount. All other expenses (beyond the Not-to-Exceed Amount stated) will require pre-approval from the City. Avèro shall identify other expenses for which reimbursement will be sought, including any fixed rates or charges applicable to any category of expenses. Additional services will be billed based on the **Hourly Rate Schedule** above for the complexity of future work. Actual project hours will be billed on a Time and Materials basis. Project invoices will be submitted on a monthly basis.

City of Dania Beach, FL Consulting Services Information Technology Master Plan	Senior Manager	Project Manager	Technical Consultant	Business Analyst	Hourly Rate Total Hours
	\$225	\$200	\$175	\$175	
	24	86	34	110	
	Hours	Hours	Hours	Hours	
PHASE ONE - IT ASSESSMENT	12	50	26	54	\$26,700
Project Planning Kick Off	4	4	4	4	\$3,100
Executive Visioning Session	2	2	0	2	\$1,200
Current-State Discovery	2	16	8	24	\$9,250
Review Existing IT Environment	0	4	4	4	\$2,200
Develop Gap Analysis of IT Staff	0	8	2	4	\$2,650
Conduct Cybersecurity Risk Assessment	4	8	8	8	\$5,300
Conduct IT Modernization Visioning Sessions	0	8	0	8	\$3,000
PHASE TWO - IT ANALYSIS & STRATEGIC PLAN	12	36	8	56	\$21,100
Develop Current-State IT Assessment Report	4	16	4	16	\$7,600
Develop IT Modernization Strategies	2	4	0	8	\$2,650
Develop IT Strategic Roadmap	2	8	0	8	\$3,450
Develop IT Strategic Plan Report	4	8	4	24	\$7,400
Total Fees					\$47,800
Travel Fees (10%)					\$4,780
New Client Discount (5%)					(\$2,629)
TOTAL PROJECT COST					\$ 49,951

The **Estimated Project Budget** below displays a breakdown of estimated costs and hours for each task pertaining to the current scope of the project and their associated costs, although the actual project cost may be less than the proposed Total Project Cost.



5.1.6 EXHIBITS

Please find the City's required forms completed and attached below:

- Exhibit "A" - References
- Exhibit "B" - Public Entity Crimes Form
- Exhibit "C" - Non-Collusion Affidavit
- Exhibit "D" - Qualification Statement
- Exhibit "E" - Questionnaire
- Exhibit "F" - Certification
- Exhibit "G" - Drug Free Workplace Certification
- Exhibit "H" - Acknowledgement of Addenda
- Exhibit "I" - Certification of Accuracy of Proposal
- Avèro Certificate of Insurance

EXHIBIT "A"

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST FIVE (5) 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 RFQ in the past five (5) years:

1. Name of Entity for which services were performed: Blount County Government (TN)
Brief Description of Scope of Services: IT Modernization Project, Business Process Mapping & Redesign, and Implementation Support Services
Amount of Contract Award: \$2.75 million
Status of Contract: Ongoing
Contact Name: Mr. Justin McClure, Assistant IT Director
Telephone Number: (865) 273-5730
2. Name of Entity for which services were performed: City of Maryville (TN)
Brief Description of Scope of Services: Business Process Mapping, System Selection, and Implementation Services for ERP Financial, HR, & Land Management System
Amount of Contract Award: \$1.5 million
Status of Contract: Ongoing
Contact Name: Mr. Greg McClain, City Manager
Telephone Number: (865) 273-3401
3. Name of Entity for which services were performed: City of Mequon (WI)
Brief Description of Scope of Services: IT Assessment & Strategic Plan
Amount of Contract Award: \$54,750
Status of Contract: Complete
Contact Name: Mr. Justin Schoenemann, Assistant City Administrator
Telephone Number: (262) 236-2942
4. Name of Entity for which services were performed: City of Piqua (OH)
Brief Description of Scope of Services: IT Assessment & Strategic Plan
Amount of Contract Award: \$50,000
Status of Contract: Ongoing
Contact Name: Mr. Paul Oberdorfer, City Manager
Telephone Number: (937) 778-2051
5. Name of Entity for which services were performed: Union County (NC)
Brief Description of Scope of Services: IT Infrastructure Evaluation and Staffing Analysis & Support Services
Amount of Contract Award: \$150,000
Status of Contract: Complete
Contact Name: Mr. Christopher Liersaph, Assistant Director of IT
Telephone Number: (704) 283-3635

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 Qualifications, City RFQ No. 22-020

2. This sworn statement is submitted by: Avèro Advisors
(**PRINT** Name of entity submitting sworn statement)

its business address is: 512 West Broadway Avenue
Maryville, TN 37801

Federal Identification Number
(FEIN) is: 81-3959556
(if applicable)

Social Security Number: N/A
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Robert Kornovich
(**PRINT** Name of individual signing this document)

and my relationship to the entity is: Chief Projects Officer
(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)

6/9/22

Date

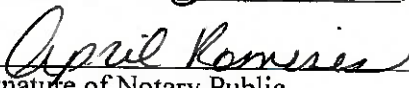
STATE OF Tennessee

COUNTY OF Blount KNOX

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 6/9/22 as CPO of Akero, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Akero 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 Drivers License as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of June, 2022.

Notary Seal


Signature of Notary Public

April Romines

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 Qualifications whatsoever.


Signature of Proposer

Robert Kornovich

PRINT Name of Proposer

Chief Projects Officer

Title

June 9, 2022

Date

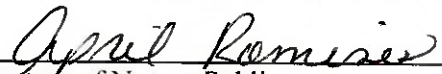
STATE OF Tennessee

COUNTY OF ~~Blount~~ KNOX

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 6/9/22 as CPO, of AVIRO, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of AVIRO 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 DRIVERS LICENSE as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of June, 2022.

Notary Seal


Signature of Notary Public

April Romines

Printed Name of Notary Public



EXHIBIT "D"

PROPOSER'S QUALIFICATION STATEMENT

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

Submitted By:	Robert Kornovich	Check One ☐ Corporation ☐ Partnership ☐ Individual ☒ Other LLC (describe)
Name:	Avèro Advisors	
Address:	512 West Broadway Avenue	
City, State, Zip	Maryville, TN 37801	
Telephone No.	(865) 415-3848	
Fax No.	N/A	
Email	av@averoadvisors.com	

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: Avèro, LLC

The address of the principal place of business is: 512 West Broadway Avenue
Maryville, TN 37801

1. If Proposer is a corporation, answer the following: N/A

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: N/A

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:

Avèro Advisors is an LLC. Abhijit Verekar is the President. The address is 512 West Broadway Avenue, Maryville, TN 37801.

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

5. How many years has your organization been in business under its present business name? _____

6 years

a) Under what other former names has your organization operated?

N/A

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

TN DBE Certification # 103118-04.

TN Certificate of Existence Verification # 044543831.

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:

No

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
Mr. Justin McClure, Assistant IT Director for Blount County, TN	341 Court Street, Maryville, TN 37804	(865) 273-5730
Mr. Greg McClain, City Manager for City of Maryville, TN	400 West Broadway Avenue, Maryville, TN 37801	(865) 273-3401
Mr. Justin Schoenemann, Assistant City Administrator	11333 North Cedarburg Road, Mequon, WI 53092	(262) 236-2942

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

Abhijit Verekar (Project Executive) is a certified Project Management Professional (PMP) with 15 years of experience serving the public sector as an IT advisory professional. Andrew Hayes (Senior Manager) is a certified PMP with 15 years of experience successfully leading change management and IT modernization projects in the public, private, and nonprofit market sectors. Tyler Gallant (Project Manager) has extensive experience working in the IT & Services industry. Mike Caffrey (Technical Consultant) has over 22 years of experience overseeing efficient, secure, and cost-friendly IT modernization projects for a variety of public and private sector organizations. Sarah Quesenberry (Business Analyst) has technical support experience, as well as experience modernizing computer upgrades and providing technology consulting services.

13. State the name and title of the individual who will have responsibility relating to the services:

Tyler Gallant (Project Manager)

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

N/A

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:

N/A

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

17. State the name of the Surety Company which will be providing the bond, and name and address of agent:

N/A

18. Bank References:

Bank	Address	Telephone
Pinnacle Financial Partners	837 West Lamar Alexander Parkway, Maryville, TN 37801	(865) 602-5200

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- 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)
- Net Fixed Assets
- Other Assets
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- 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: ¹

Pugh CPAs, QuickBooks, April 20, 2022

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-subsidiary).

N/A

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

Robert Kornovich

Print Name

Chief Projects Officer

Title

6/9/22

Date

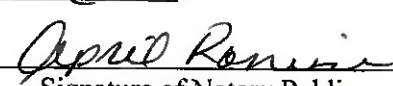
STATE OF Tennessee)

COUNTY OF ~~Blount~~ KNOX)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 6/9/22 as CPO, of Avero, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of Avero 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 DRIVERS License as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of June, 2022.

Notary Seal


Signature of Notary Public

April Romines

Printed Name of Notary Public



EXHIBIT “E”

QUESTIONNAIRE

Please print or type

Firm Name: Avèro Advisors

President or Other Principal of Proposer: Abhijit Verekar

Business Address: 512 West Broadway Avenue, Maryville, TN 37801

Telephone: (865) 415-3848

Fax: N/A

Email: av@averoadvisors.com

1. How many years has your organization been in business?

6 years

2. Have you ever failed to complete work awarded to you; if so, where and why?

No.

3. Have you personally reviewed the proposed work and do you have a complete plan for its performance?

Yes.

4. Will you sublet any part of this work? If so, list the portions or specialties of the work that you propose to subcontract. N/A

a) _____

b) _____

c) _____

d) _____

Licensed in: N/A
(County/State)

5. Include a subcontracting plan that identifies items such as a description of percentage of work to be subcontracted. N/A

Contractor's License # _____ Expiration Date: _____

Contractor must have proper licensing prior to submitting Proposal and must submit evidence of same.

Remainder of this page intentionally left blank

EXHIBIT "F"

CERTIFICATION

(THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL)

We (I), the undersigned, agree to furnish the item(s)/service(s) described in the RFQ. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We (I) agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☒

If "Other", Explain: LLC

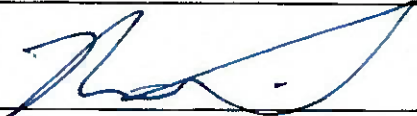
 _____ Authorized Signature	_____ Avero Advisors Company Name
_____ Robert Kornovich, Chief Projects Officer Typed/Printed Name	_____ 512 West Broadway Avenue Address
_____ (865) 415-3848 Telephone	_____ Maryville, TN 37801 City, State, ZIP
_____ N/A Fax	_____ 81-3959556 Federal Tax ID Number
_____ rkornovich@averoadvisors.com Email address for above person (if any)	

EXHIBIT "G"

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 _____ Robert Kornovich _____ the

Chief Projects Officer

(Title)

_____ (PRINT Name of Authorized Agent)

of

_____ Avéro Advisors

(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.

6/9/22

Date

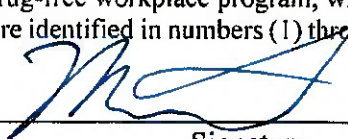

Signature

EXHIBIT "H"

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFQ. 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.

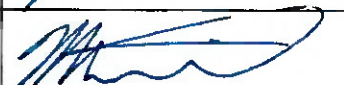
ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	5/26/2022	Robert Kornovich	Chief Projects Officer	
2	6/3/2022	Robert Kornovich	Chief Projects Officer	
3	6/6/2022	Robert Kornovich	Chief Projects Officer	
4	6/9/2022	Robert Kornovich	Chief Projects Officer	

EXHIBIT “I”

CERTIFICATION TO ACCURACY OF PROPOSAL

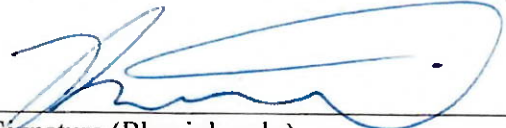
The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and 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 RFQ has taken place and that the Proposer is fully informed and understands the requirements of the RFQ 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 Chief Projects Officer of Avêro Advisors, 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 "I"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)



Signature (Blue ink only)

Robert Kornovich

Print Name

Chief Projects Officer

Title

6/9/22

Date

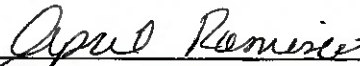
STATE OF Tennessee)

COUNTY OF ~~Blount~~ KNOX)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 6/9/22 as CPO, of AVERO, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of AVERO 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 DRIVERS LICENSE as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of June, 2022.

Notary Seal



Signature of Notary Public

April Romines

Printed Name of Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2022

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

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

PRODUCER **Miles Insurance Agency**
604 Crawford St
Maryville TN 37804

CONTACT
NAME:
PHONE (A/C, No, Ext): **865-233-4237** FAX (A/C, No): **865-233-4238**
E-MAIL ADDRESS: **Jessica.dmiles@farmersagency.com**

INSURED **Avero Advisors**
512 W. Broadway Ave
Maryville TN 37801

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Insurance	26522
INSURER B: Fire Insurance Exchange	21660
INSURER C: Hartford Insurance	30147
INSURER D:	
INSURER E:	
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	PPP 2550922	01/22/2022	01/22/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000
	☒ Primary & Non Contributory						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY	☒	☒	606729351	01/29/2022	01/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB	☒	☒	XL 2558881	01/22/2022	01/22/2023	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		☒	76WEAA1TR	04/03/2022	04/03/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	☒	☒	PPP 2550922	01/22/2022	01/22/2023	Each Claim \$ 2,000,000
							Annual Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Jessica Chandler

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Avero Advisors

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
AA Pinnacle (5832)	-11,244.38
Cap One Savings (0576)	75.69
Cap One Spark (5857)	0.00
Due To/From AI	11,946.42
First Tennessee Business Checking	442.36
Marcus Savings	112,610.04
Marcus Savings (3907)	45,157.46
Total Bank Accounts	\$158,987.59
Other Current Assets	
Investments - Pershing Brokerage	80,000.00
Uncategorized Asset	450.72
Undeposited Funds	0.00
Total Other Current Assets	\$80,450.72
Total Current Assets	\$239,438.31
Fixed Assets	
2018 Dodge Ram (6635)	52,700.00
Accumulated Depreciation	-70,800.00
Fixed Asset Computers	
Depreciation	-9,672.79
Original cost	9,672.79
Total Fixed Asset Computers	0.00
Fixed Asset Furniture	
Depreciation	-3,893.69
Original cost	3,893.69
Total Fixed Asset Furniture	0.00
Tesla (0718)	72,144.30
Total Fixed Assets	\$54,044.30
TOTAL ASSETS	\$293,482.61

Avero Advisors

Balance Sheet

As of December 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
AmEx Gold AV (72009)	-1,453.42
AmEx Platinum AV (41000)	-36,976.90
FH Credit Card	-51.58
Total Credit Cards	\$ -38,481.90
Other Current Liabilities	
Direct Deposit Payable	0.00
Due to Susan	0.00
Kabbage	0.00
Loan Payable - Abhijit Verekar	0.00
Payroll Liabilities	-52,414.69
Federal Taxes (941/944)	0.00
Federal Unemployment (940)	0.00
Garnishment Liability for Child support - 002012570 (WH)	1,004.29
Health Insurance Liabilities	21,686.48
Retirement Liabilities	-49,408.68
TN Quarterly Taxes	0.00
Total Payroll Liabilities	-79,132.60
Payroll Tax Deferral - SS	2,411.58
PPP Loan	0.00
Total Other Current Liabilities	\$ -76,721.02
Total Current Liabilities	\$ -115,202.92
Long-Term Liabilities	
Chase Auto (Truck)	0.00
EIDL Loan SBA	138,900.00
Pinnacle Loan - Dodge Ram	24,096.69
Pinnacle LOC	49,163.14
Tesla Loan	34,357.36
Total Long-Term Liabilities	\$246,517.19
Total Liabilities	\$131,314.27
Equity	
AI Distributions	260,511.23
Estimated Taxes	-29,137.00
Owner's Investment	640,354.09
Owner's Pay & Personal Expenses	-2,146,075.01
Retained Earnings	728,535.11

Avero Advisors

Balance Sheet

As of December 31, 2021

	TOTAL
Net Income	707,979.92
Total Equity	\$162,168.34
TOTAL LIABILITIES AND EQUITY	\$293,482.61

Avero Advisors

Profit and Loss

January - December 2021

	TOTAL
Income	
AI Sales	85,580.99
Discounts/Refunds Given	-36,063.38
Sales	2,094,873.07
Unapplied Cash Payment Income	0.00
Total Income	\$2,144,390.68
GROSS PROFIT	\$2,144,390.68
Expenses	
Advertising & Marketing	23,838.98
Charity	200.00
Total Advertising & Marketing	24,038.98
AI Expenses	-277,603.91
Bank Charges & Fees	1,508.90
Car & Truck	1,499.63
Charitable Contributions	6,178.43
Conferences & Education	200.00
Contractors	147,009.43
Employee Training	5,625.00
Insurance	18,189.43
Legal & Professional Services	12,718.28
Meals & Entertainment	20,003.09
Entertainment	49.07
Office Outings	2,022.84
Total Meals & Entertainment	22,075.00
Melio Credit card fee	42.10
Office Supplies & Software	122,173.26
Payroll Expenses	1,719.14
Bonuses	5,968.00
Employer Benefit Expenses	101,738.00
Payroll Fees	106,940.21
Taxes	130,739.35
Wages	1,137,150.75
Total Payroll Expenses	1,484,255.45
QuickBooks Payments Fees	838.89
Refund	-506.82
Reimbursable Expenses	2,842.47
Rent & Lease	50,610.07
Repairs & Maintenance	3,054.00
Shipping, Freight & Delivery	3,184.12
Subscriptions	18,546.81
Taxes & Licenses	32,580.61

Avero Advisors

Profit and Loss

January - December 2021

	TOTAL
Team Building	1,842.63
Telephone	9,741.20
Travel	66,922.10
Unapplied Cash Bill Payment Expense	500.00
Utilities	-48.40
Total Expenses	\$1,758,017.66
NET OPERATING INCOME	\$386,373.02
Other Income	
CC Rewards Income	200.00
Guaranteed Payments - AI	90,000.00
Interest Earned	7.76
PPP Forgiveness	191,237.50
Total Other Income	\$281,445.26
Other Expenses	
Gas And Fuel	650.97
Reconciliation Discrepancies	-40,812.61
Total Other Expenses	\$ -40,161.64
NET OTHER INCOME	\$321,606.90
NET INCOME	\$707,979.92



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

February 17, 2021

APRIL ROMINES
APRIL ROMINES
512 W BROADWAY AVENUE
MARYVILLE, TN 37801

Request Type: Certificate of Existence/Authorization
Request #: 0403461

Issuance Date: 02/17/2021
Copies Requested: 1

Document Receipt

Receipt #: 006077618 Filing Fee: \$20.00
Payment-Credit Card - State Payment Center - CC #: 3799330980 \$20.00

Regarding: Avero, LLC

Filing Type: Limited Liability Company - Domestic
Formation/Qualification Date: 09/21/2016
Status: Active
Duration Term: Perpetual
Business County: BLOUNT COUNTY

Control #: 867560
Date Formed: 09/23/2016
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

Avero, LLC

- * is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 044543831



Certificate Number: 103118-04
Industry: Consulting Services

The Governor's Office of Diversity Business Enterprise



for the State of Tennessee, having determined that

Avero, LLC DBA Avero Advisors

has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12, Chapter 3, Part 8, and the policies adopted thereunder hereby grants the designation of

Minority Owned Business

And is recognized as such until the expiration of registration and certification on

October 31, 2024

In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of General Services hereto affix our hand and the Great Seal of the State.

A handwritten signature in black ink, appearing to read "Jessica M. Starling".

Jessica M. Starling
Procurement Program Director, Governor's Office of Diversity Business Enterprise



RFQ 22-020 CONSULTING SERVICES FOR IT MASTER PLAN
Tabulation Sheet

	Firm Qualifications	Firm Background	Experience	Approach	Fee Proposal	Insurance	Litigation	EEO Statemen	Licenses	Exhibit A	Exhibit B	Exhibit C	Exhibit D	Exhibit E	Exhibit F	Exhibit G	Exhibit H	Exhibit I	Notes
AVERO ADVISORS	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
PLANTE & MORAN LLC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
SECURANCE LLC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1 reference not public sector
THE EVOLVERS GROUP L.P	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	EEO & litigation not in submission; received when givevn opportunity to remedy 1 reference not public sector

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”

Purchasing Requests ONLY

Dept:

Acct #:

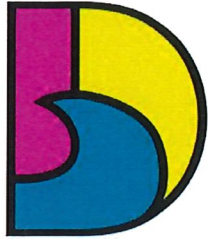
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

SR RZ022-22 (Second Reading), O-2022-024 SPG Port 95 2 LLC (Seagis) Rezoning (RZ-022-22), RZ022-22 Seagis Seagis Rezoning Site Plan, Location Map (Rezoning and Site Plan) Seagis, Public Outreach Info



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning & Zoning Manager
Claudia Viviana Batista, Planner

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
Date: 2022.08.15 14:33:41
-04'00'

SUBJECT: **RZ-022-22:** The applicant, Tracy Lautenschlager, on behalf of SPG Port 95 2 LLC, is requesting rezoning from Multi-Family (16 du/ac) Residential District (RM-1) to Industrial-Research-Office-Marine Airport Approach (IROM-AA) for property located at 3410 SW 26 Terrace. (SECOND READING)

Request

Rezone from Multi-Family (16 du/ac) Residential District (RM-1) to Industrial-Research-Office-Marine Airport Approach (IROM-AA).

Property Information

EXISTING ZONING:	Multi-Family (16du/ac) Residential District (RM-1)
PROPOSED ZONING:	Industrial-Research-Office-Marine Airport Approach IROM-AA
LAND USE DESIGNATION:	Industrial
SITE ACREAGE:	22,000 SF (0.22 acres)
EXISTING USE:	Vacant

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

On June 22, 2022, the Planning and Zoning Board unanimously recommended approval of this item. Second reading of this rezoning ordinance, together with the proposed Site Plan are scheduled to be reviewed by the City Commission at its for August 23, 2022, meeting.

The subject area is a parcel of approximately 0.22 acres and is located on the east side of SW 26 Terrace just north of SW 34 Court. In addition to the subject area, the applicant/owner owns abutting property to the east and north of the subject parcel that currently operate as industrial which provides warehouse and offices.

The subject area is proposed to be utilized as an expansion of the existing use described above. The property was previously owned by Broward County after the land was taken as a result of the airport expansion and later acquired by the applicant. The rezoning is requested to correct the zoning designation as residential (RM-1) to match the surrounding zoning (IROM-AA) and be compatible with the future land use designation.

Article 645 of the City's Land Development Code (LDC) states, requests for rezoning shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 645-40, which are identified below.

- (1) The request is consistent with the city's comprehensive plan; and
- (2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and
- (3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. The request furthers the city's adopted community redevelopment plan, if applicable; or
 - b. An error or ambiguity must be corrected; or
 - c. There exists changed or changing conditions which make approval of the request appropriate; or
 - d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
 - e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses and planned adjacent land uses.

The applicant has provided a criteria statement (attached) identifying how their request is consistent with the required criteria in which they make the following statements:

This rezoning application is requested to correct an ambiguity regarding the Development Parcel. As noted above, a portion of the Development Parcel has a residential zoning designation, but the entire Development Parcel has an industrial future land use designation. Neither a residential use nor an industrial use could be established on this portion of the Development Parcel as a result of this ambiguity.

The area of the Development Parcel substantially changed in response to the expansion and growth of Fort Lauderdale-Hollywood International Airport. As a result, the County acquired parcels in the area specifically to eliminate residential use, considered to be incompatible with the airport, and the area has redeveloped over time for industrial and business uses. The rezoning of the Development Parcel continues the implementation of this change.

In connection with the sale of the property by Broward County, a deed restriction was imposed on the property that prohibits residential use. Therefore, the RM-1 portion of the Development Parcel must be rezoned to permit reasonable use of the property.

Rezoning the Development Parcel to IROM-AA will be consistent with the one in line with the surrounding industrial use adjacent to the Development Parcel. Further, this request does not give a privilege not generally extended to similarly situated property in the area.

Community Development staff is in agreement with the applicant's zoning criteria statement and is supportive of the rezoning request. The current zoning is incompatible with the surrounding land use pattern, and the proposed rezoning makes sense with regard to the compatibility with the adopted future land use plan and the existing land use pattern. The proposed rezoning is consistent with the City's adopted Future Land Use Element, especially Policies 1.3, 1.4, 1.5 and 1.6, which encourage development of industrial land uses in this area.

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the rezoning will allow the opportunity for the development of the site.

Planning and Zoning Board Recommendation

On June 22, 2022, the Planning & Zoning Board voted unanimously to recommend approval of the rezoning.

City Commission Previous Action

This application was unanimously approved by the City Commission on July 12, 2022, upon first reading.

Recommendation

The rezoning from RM-1 to IROM-AA allows the proposed development of currently vacant land with a concurrent use in the vicinity. Therefore, staff recommends that this item be approved by the City Commission.

ORDINANCE NO. 2022-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT "B"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 645, "Rezoning" of the City Code of Ordinances (the "City Code"), Tracy Lautenschlager, Agent For The Property Owner SPG Port 95 2 LLC (the "Applicant"), has applied to the City of Dania Beach (the "City") for approval of a rezoning (Application RZ-022-22) for property located at 3410 SW 26 Terrace and legally described in Exhibit "A"; a copy of which is made a part of and incorporated into this Ordinance by this reference; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on June 22, 2022, and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the "Comprehensive Plan"), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28 “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code, the rezoning request (RZ-022-22) from RM-1 to the IROM-AA District, for the property located at 3410 SW 26 Terrace, in the City of Dania Beach, Florida, as legally described in Exhibit “A,” is approved.

Section 3. That the City’s zoning map is amended, as described in Exhibit “B”, which exhibit is attached and incorporated by reference into this Ordinance.

Section 4. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. That 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 6. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on July 12, 2022.

PASSED AND ADOPTED on second reading on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

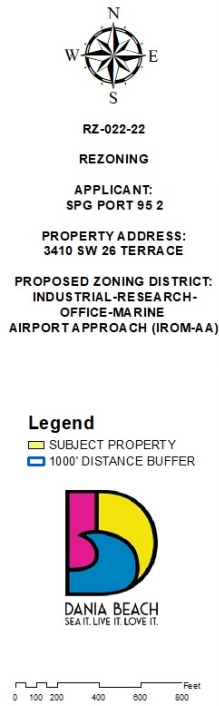
APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EXHIBIT “A”
LEGAL DESCRIPTION**

ALL THAT PORTION OF PARCEL A OF THE RAVENSWOOD 26TH AVE. FLL AIRPORT PLAT (PLAT 7), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 162, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THAT IS PRESENTLY ZONED RM -1, WHICH IS APPROXIMATELY THE NORTH 160' FEET OF SAID PARCEL.

EXHIBIT "B"



Tracy H. Lautenschlager
Tel 954.768.8270
Fax 954.765.0500
lautenschlagert@gtlaw.com

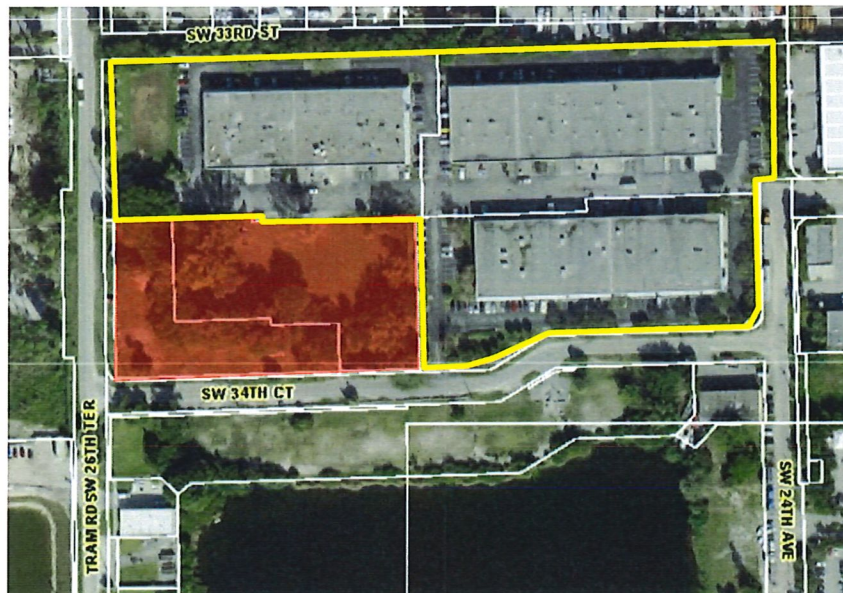
March 3, 2022

City of Dania Beach
Department of Community Development
Planning and Zoning Division
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Seagis - Port 95 Warehouse
Justification Statement for Rezoning

Dear Staff Members:

SPG @ Port 95 LLC is the owner of three existing industrial buildings located at 3400, 3402 and 3406 SW 26th Terrace, Dania Beach, Florida. A related entity, SPG Port 95 2 LLC, is the owner of an adjacent, undeveloped parcel, which are shown outlined in red in the aerial below. A portion of the vacant was previously owned by Broward County and was recently acquired.



SPG @ Port 95 LLC and SPG Port 95 2 LLC plan to expand the existing industrial

Greenberg Traurig, P.A. | Attorneys at Law

401 East Las Olas Boulevard | Suite 2000 | Ft. Lauderdale, Florida 33301 | T +1 954.765.0500 | F +1 954.765.1477

Albany. Amsterdam. Atlanta. Austin. Berlin*. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London.* Long Island. Los Angeles. Mexico City*. Miami. Milan*. Minneapolis. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Portland. Sacramento. Salt Lake City. San Francisco. Seoul*. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv*. Tokyo*. Warsaw*. Washington, D.C. West Palm Beach. Westchester County.

Operates as *Greenberg Traurig Germany, LLP. *A separate UK registered legal entity, *Greenberg Traurig, S.C.; *Greenberg Traurig Santa Maria; *Greenberg Traurig LLP Foreign Legal Consultant Office, *A branch of Greenberg Traurig, P.A., Florida, USA; *GT Tokyo Horitsu Jimusho and Greenberg Traurig Gaiokuhqumubegashi Jimusho, *Greenberg Traurig Nowolska-Zmoch Wysokinski sp.k.

development by constructing a new 51,527 square foot industrial building with accessory office on the vacant development parcel (the “Development Parcel”).

An approximately 22,000 square foot portion of the Development Parcel, as shown in the graphic below, is zoned RM-1. The RM-1 zoning district does not permit industrial development. Therefore, the Applicant is requesting a rezoning of the portion of the Development Parcel which is zoned RM-1 to be rezoned to IROM-AA to match the remainder of the property.



COMPLIANCE WITH STANDARDS FOR A REZONING

A rezoning application requires compliance with Section 645-40 of the City's Land Development Code. This request complies with Section 645-40 as follows:

(1) The request is consistent with the city's comprehensive plan.

Despite the residential zoning designation applicable to a portion of the Development Parcel, the entire Development Parcel has an Industrial Future Land Use Plan designation. As such, the residentially zoned portion of the Development Parcel is currently inconsistent with the City's comprehensive plan. Rezoning the Development Parcel to IROM-AA will be consistent with the Development Parcel's industrial zoning designation.

(2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission.

We are unaware of any redevelopment plans, corridor plans, neighborhood plans or master plans which apply to the Development Parcel.

(3) *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts.*

- a. The request furthers the city's adopted community redevelopment plan, if applicable; or
- b. An error or ambiguity must be corrected; or
- c. There exists changed or changing conditions which make approval of the request appropriate; or
- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses

This rezoning application is requested to correct an ambiguity regarding the Development Parcel. As noted above, a portion of the Development Parcel has a residential zoning designation, but the entire Development Parcel has an industrial future land use designation. Neither a residential use nor an industrial use could be established on this portion of the Development Parcel as a result of this ambiguity.

The area of the Development Parcel substantially changed in response to the expansion and growth of Fort Lauderdale-Hollywood International Airport. As a result, the County acquired parcels in the area specifically to eliminate residential use, considered to be incompatible with the airport, and the area has redeveloped over time for industrial and business uses. The rezoning of the Development Parcel continues the implementation of this change.

In connection with the sale of the property by Broward County, a deed restriction was imposed on the property that prohibits residential use. Therefore, the RM-1 portion of the Development Parcel must be rezoned to permit reasonable use of the property.

Rezoning the Development Parcel to IROM-AA will be consistent with the Development Parcel's Industrial land use designation, which is more in line with the surrounding industrial use adjacent to the Development Parcel. Further, this request does not give a privilege not generally extended to similarly situated property in the area.

Seagis - Port 95 Warehouse
March 3, 2022
Page 4

As demonstrated above, this rezoning for the Development Parcel is appropriate for the Property. If you have any questions or need anything further to process this request, please feel free to contact me.

Sincerely,

/s/ Tracy Lautenschlager
Tracy H. Lautenschlager

SURVEYOR'S NOTES:

- BEARINGS SHOWN ARE REFERENCED TO NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, WITH THE SOUTH R/W LINE OF SW 34TH COURT HAVING A MEASURED BEARING OF N88°19'11"E. ALL OTHER BEARINGS ARE RELATIVE THEREUNTO.
- ELEVATIONS SHOWN ARE REFERENCED TO F.D.O.T. PERMANENT REFERENCE NETWORK STATION "FLND", ELEV=26.70' (NAV08B).
- VERTICAL DATUM SHIFT: NAV029 = NAV08B + 1.60'; ±0.02' (PER NATIONAL GEODETIC SURVEY COORDINATE CONVERSION AND TRANSFORMATION TOOL)
- ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET), UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS SHOWN ARE AS CALCULATED, UNLESS NOTED OTHERWISE.
- ONLY ABOVE GROUND IMPROVEMENTS LOCATED BY THIS FIRM. SUBSURFACE INVESTIGATIONS WERE PERFORMED ON PARCEL ID'S 5042-20-12-0010, 5042-20-12-0020, 5042-20-12-0030, AND 5042-20-12-0040 ONLY, AND WERE PERFORMED BY OTHERS. NO UNDERGROUND UTILITY LOCATE WAS PERFORMED ON OTHER PARCELS. UNDERGROUND UTILITIES SHOWN HEREON WERE MAPPED AS THEY WERE FOUND MARKED IN THE FIELD.
- THERE IS NO OBSERVED PHYSICAL EVIDENCE OF LAND USE INDICATING A CEMETERY, WASTE DUMP, LANDFILL, RECENT EARTHWORK CONSTRUCTION OR BUILDING ADDITIONS ON PREMISES AT THE TIME OF FIELDWORK.
- NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WAS MADE AVAILABLE TO THIS FIRM, AND NO EVIDENCE OF RECENT STREET CONSTRUCTION WERE OBSERVED AT THE TIME OF FIELDWORK.
- NO TITLE SEARCH WAS PERFORMED BY THIS FIRM. SURVEY PERFORMED WITHOUT BENEFIT OF DEED.
- LEGAL DESCRIPTION PROVIDED BY CLIENT, AS SHOWN ON TITLE COMMITMENT, UNLESS OTHERWISE NOTED.
- SURVEY PREPARED RETRENDING THE FOLLOWING:
 - PLAT OF LAKEVIEW VILLAGE ADDITION (PB 47, PG 32) (P1)
 - PLAT OF LAKEVIEW VILLAGE (PB 40, PG 45)
 - MERRILL PLAT (PB 136, PG 46)
 - PLAT OF RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2) (PB 156, PG 18) (P3)
 - PLAT OF RAVENSWOOD 26TH AVE. FLL AIRPORT PLAT (PLAT 7) (PB 162, PG 9) (P2)
- PREVIOUS SURVEY, SURVEY DATA, AND LEGAL DESCRIPTIONS OF ADJACENT PROPERTIES BY THIS FIRM, DATED 09/03/2021.
- PREVIOUS SURVEY AND LEGAL DESCRIPTIONS OF ADJACENT PROPERTY BY MCLAUGHLIN ENGINEERING CO, DATED 06/10/1998, PROVIDED BY CLIENT.
- BROWARD COUNTY PROPERTY APPRAISER'S PARCEL DATA.
- BROWARD COUNTY COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE, ORDER NO. 9886214, DATED 10/05/2021 AT 11:00 PM.
- ACCURACY OF SURVEY CONTROL, VERIFIED BY REDUNDANT MEASUREMENTS EXCEEDS THAT OF COMMERCIAL/HIGH RISK LINEAR (1 FOOT IN 10,000 FEET), AS PER FLORIDA RULE 5J-17.051.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1:240 OR SMALLER.
- ALL RECORDING INFORMATION SHOWN HEREIN IS IN REFERENCE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PROPERTY APPEARS TO HAVE DIRECT ACCESS TO SW 26TH TERRACE AND SW 34TH COURT, SW 24TH AVE, SW 33RD STREET, AND SW 34TH STREET, AS SHOWN.
- THIS ALTA/NPS LAND TITLE SURVEY IS A BOUNDARY SURVEY AS DEFINED BY FLORIDA RULE 5J-17.
- THREE SURVEY WAS PERFORMED FOR PARCEL ID'S 5042-20-52-0010, 5042-20-52-0100, AND 5042-20-43-011 ONLY. TREE IDENTIFICATIONS ARE TO BEST OF FIELD SURVEYOR'S ABILITY AND SHOULD BE FIELD VERIFIED BY APPROPRIATE PROFESSIONALS WHERE NECESSARY.

LAND TABULATIONS:

(AS TO PARCEL ID 5042-20-12-0010, 5042-20-12-0020, 5042-20-12-0030, AND 5042-20-12-0040)

PROPERTY AREA: TOTAL AREA = 9.970 ACRES±
 PARCEL 0010 (PHASE 1) 2.877 ACRES±
 PARCEL 0020 (PHASE 2) 2.956 ACRES±
 PARCEL 0030 (PHASE 3) 2.537 ACRES±
 PARCEL 0040 (PHASE 4) 1.599 ACRES±

BUILDING AREAS:
 3400 (BUILDING A) 36806 SF
 3402 (BUILDING B) 49061 SF
 3406 (BUILDING C) 44984 SF

PARKING SPACES: 260 STANDARD, 5 DISABLED

LAND TABULATIONS:

(AS TO PARCEL ID 5042-20-52-0100)

PROPERTY AREA: 0.090 ACRES±
 BUILDING AREA: NONE OBSERVED
 PARKING SPACES: NONE OBSERVED

LAND TABULATIONS:

(AS TO PARCEL ID 5042-20-52-0100 AND 5042-20-43-011)

PROPERTY AREA: 2.261 ACRES±
 BUILDING AREA: NONE OBSERVED
 PARKING SPACES: NONE OBSERVED

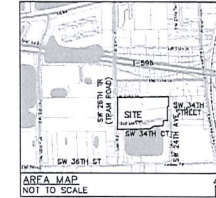
FEMA FLOOD ZONE DETERMINATION

FLOOD ZONES:

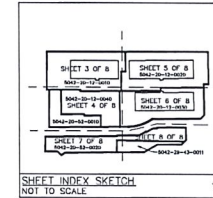
"X" (0.2% CHANCE)
 "A" (EL 5 FEET)
 "AH" (EL 6 FEET)
 "AH" (EL 4 FEET)
 PANEL # 12011C0558H
 EFFECTIVE 08/18/2014
 COMMUNITY # 120034 -- CITY OF DANIA BEACH

ZONING INFORMATION

(PER REPORT PREPARED BY KEY ZONING ASSESSMENTS, LLC DATED 10/27/2021)
 CITY OF DANIA BEACH DISTRICT: B0M-AL
 -FRONT SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
 -CORNER SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
 -SIDE SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
 -REAR SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
 -BUILDING HEIGHT LIMIT: B0M-AL: 8 STORIES OR 82' MAXIMUM
 -MAX FLOOR AREA RATIO: B0M-AL: 70% MAXIMUM
 -PARKING SPACES REQUIRED: NOT REQUIRED FOR VACANT PARCELS
 -WARDENHOUSE ONE SPACE PER 2,000 SF MINIMUM
 OFFICE ONE SPACE PER 300 SF MINIMUM



AREA MAP
NOT TO SCALE



SHEET INDEX SKETCH
NOT TO SCALE

ABBREVIATIONS LEGEND

POB = POINT OF BEGINNING
 IP = IRON PIPE
 IR4 = 1/2" IRON ROD (#4 REBAR)
 IR5 = 5/8" IRON ROD (#5 REBAR)
 CM = CONCRETE MONUMENT
 PM = PARKER-KALON NAIL
 MAG = MAGNETIC NAIL
 FND = FOUND
 O/S = OFFSET
 TYP = TYPICAL
 PERM = PERMANENT REFERENCE MONUMENT
 PCP = PERMANENT CONTROL POINT
 BM = BENCHMARK
 EL OR ELEV = ELEVATION
 FFE = FINISHED FLOOR ELEVATION
 SF = SQUARE FEET
 AC = ACRES
 FENCE = FENCE
 CLF = CHAIN LINK FENCE
 EDW = EDGE OF WATER
 UE = UTILITY EASEMENT
 ATT OR AT&T = ATLANTA TELEPHONE COMPANY
 FPL OR F&L = FLORIDA POWER AND LIGHT COMPANY
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 CBS = CONCRETE BLOCK CONSTRUCTION
 S/T = SEPTIC TANK
 D/F = DRAINFIELD
 CS = CLEANOUT
 PP = POWERPOLE
 O/H = OVERHEAD
 F/O = FIBER OPTIC
 FOC = FIBER OPTIC CABLE
 MH = MANHOLE
 CB = CATCH BASIN
 RCP = REINFORCED CONCRETE PIPE
 CMP = CORRUGATED METAL PIPE
 F/H OR HYD = FIRE HYDRANT
 WM = WATER METER
 EF = EDGE OF PAVEMENT
 BOC = BACK OF CURB
 R/W = RIGHT OF WAY
 R/R = RAILROAD
 C/L OR R = CENTERLINE
 P/L OR R = PROPERTY LINE
 (P) = PLAT DATA
 (L) = LEGAL DESCRIPTION DATA
 (M) = MEASURED DATA
 (C) = CALCULATED DATA
 (FDOT) = F.D.O.T. R/W MAP DATA
 (P3) = PB 156, PG 19 DATA
 (P2) = PB 162, PG 9 DATA
 (P1) = PB 47, PG 32 DATA
 SEC = SECTION
 TWP = TOWNSHIP
 R = RANGE
 L = LENGTH
 CHD = CHORD
 CBG = CHORD BEARING
 NR = NON-RADIAL
 PT = POINT OF TANGENCY
 PC = POINT OF CURVATURE
 PRC = POINT OF REVERSE CURVATURE
 PCC = POINT OF COMPOUND CURVATURE
 STA = STATION
 FB = FIELDBOOK
 PB = PLAT BOOK
 OR = OFFICIAL RECORDS BOOK
 PG = PAGE
 PSM = PROFESSIONAL SURVEYING AND MAPPING
 LB = PROFESSIONAL SURVEYING AND MAPPING BUSINESS

SYMBOLS LEGEND

CU = WOOD UTILITY POLE
 X = CONC UTILITY POLE
 * = LIGHT POLE
 \ = GUY WIRE ANCHOR
 * = FIRE HYDRANT
 W = WATER VALVE
 W = WATER METER
 W = WIRE PULL BOX
 W = SEWER VALVE
 W = SEWER MANHOLE
 W = DRAINAGE MANHOLE
 W = DISABLED PARKING
 W = TRAFFIC DIRECTION
 W = SPOT ELEVATION

TREE ABBREVIATIONS

ODN = DIAMETER AT
 CP = BREAST HEIGHT(INCHES)
 PALM = CARABAGE PALM
 PALM = ROYAL PALM
 BO = OTHER PALM
 BO = BLACK OLIVE
 OAK = OAK TREE
 BB = BOTTLE BRUSH
 TAB = TABEUBIA
 LICAL = LICAL PTYUS
 FIG = STRANGLER FIG
 FC = FICUS
 OL = CUMBO LIMBO
 PINE = PINE TREE
 MAGN = MAGNOLIA
 CYP = CYPRESS
 MAPLE = MAPLE TREE
 HOLLY = HOLLY TREE
 JACA = JACARANDA
 UNK = UNKNOWN TREE
 * = COMMON TREE TYPES (E.G., OAK)
 * = SPECIMEN TREE (E.G. TROPICAL HARDWOODS)
 * = NEEDLE BEARING TREE (E.G., PINE OR CYPRESS)
 * = CABBAGE PALM
 * = OTHER PALM

LINE TYPE LEGEND

— EL — EL — BURIED ELECTRIC
 — O/N — O/N — OVERHEAD WIRES
 — W — BURIED WATER
 — FOC — FOC — FIBER OPTIC CABLE
 — TELE — TELEPHONE
 — SAN — SAN — SANITARY SEWER
 — STW — STW — STORM SEWER
 — UNK — UNKNOWN UTILITY



NO.	DATE	BY	REVISION
1	12/24/2021	WrightPSM	ISSUED FOR PERMIT

BOUNDARY SURVEY

PROJECT: SEAGIS PROPERTY GROUP, LP

DATE: 12/24/2021

BY: WRIGHTPSM

FOR: SEAGIS PROPERTY GROUP, LP

PROJECT: SEAGIS PROPERTY GROUP, LP

DATE: 12/24/2021

BY: WRIGHTPSM

FOR: SEAGIS PROPERTY GROUP, LP

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WrightPSM JOB No. 21-0407

DATE: 12/24/2021

BY: WRIGHTPSM

FOR: SEAGIS PROPERTY GROUP, LP

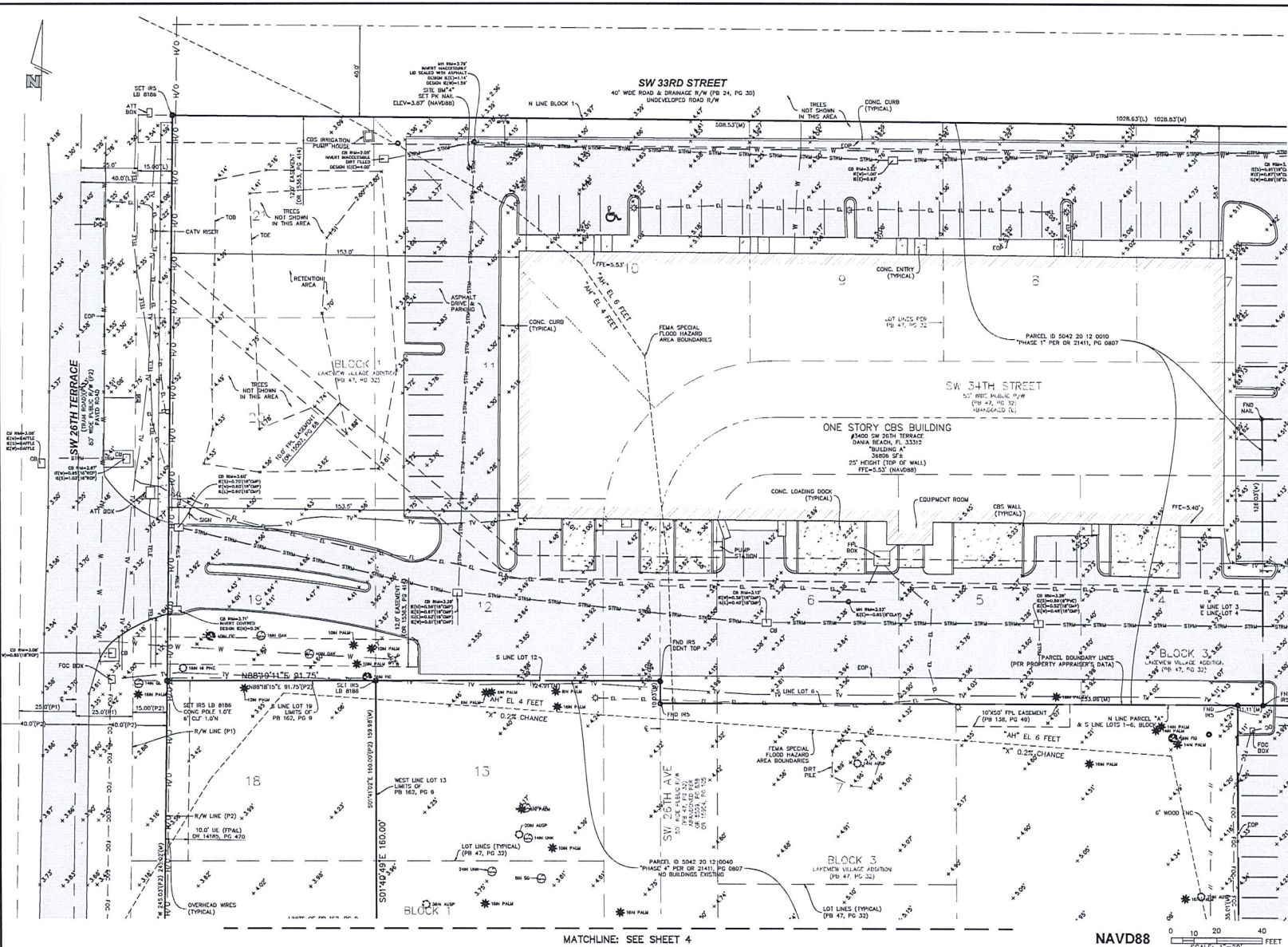
PROJECT: SEAGIS PROPERTY GROUP, LP

DATE: 12/24/2021

BY: WRIGHTPSM

FOR: SEAGIS PROPERTY GROUP, LP

2 OF 8



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OFFICE: 561.820.1234
FAX: 561.820.1234
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BOUNDARY SURVEY

PROJECT: SEAGIS PROPERTY GROUP, LP
PART 35
DANA BEACH, FL 33412

WrightPSM, LLC
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TITLE: WRIGHTPSM JOB No. 21-0407

SCALE: 1"=20'

DATE: 12/24/2021

REVISION: 0158-09-037

SHEET No. 3 OF 8

Rev. 1

MATCHLINE: SEE SHEET 4

NAVD88

SCALE: 1"=20' FEET



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BOUNDARY SURVEY

PROJECT: **SEAGIS PROPERTY GROUP, LP**
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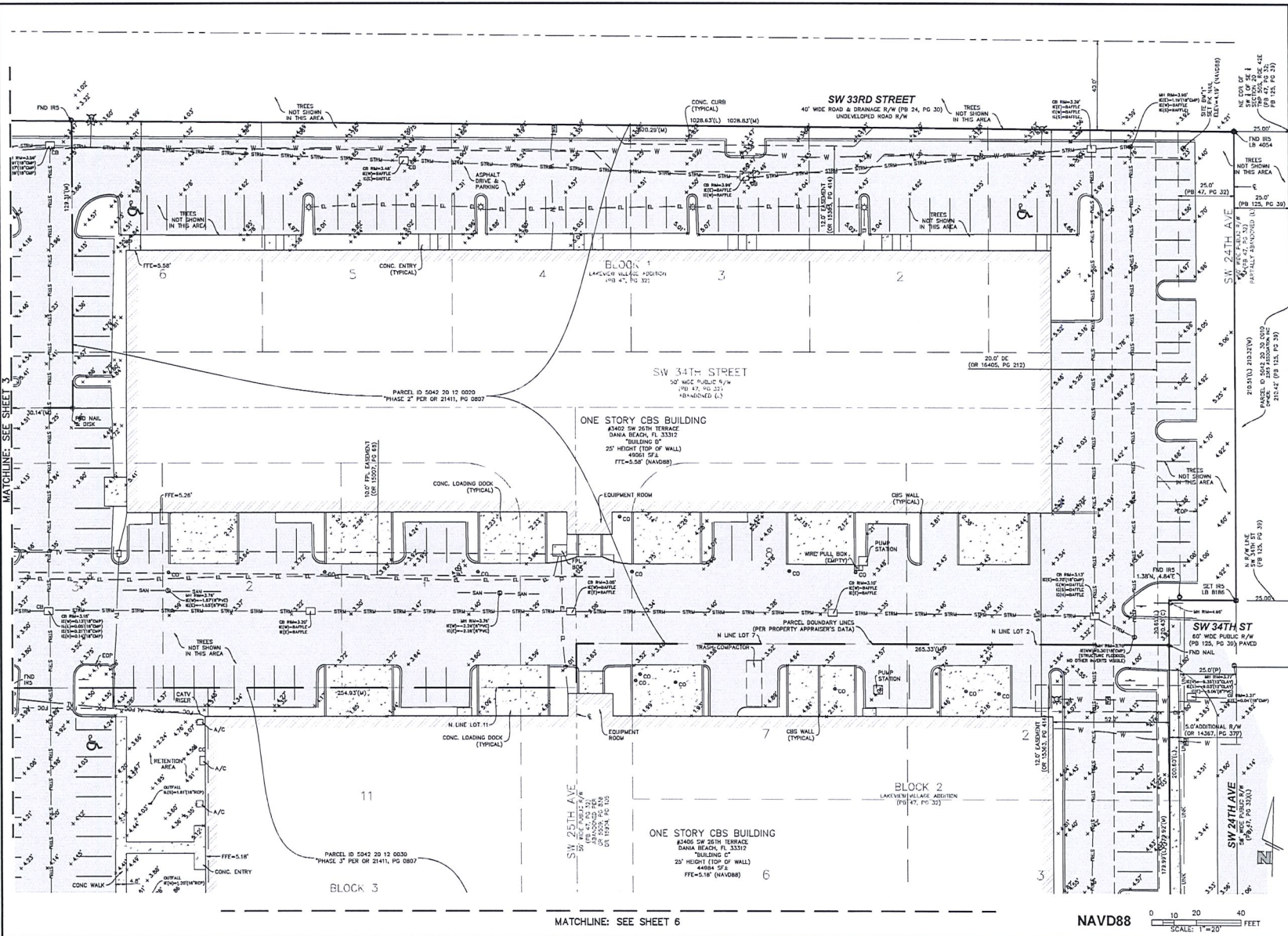
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WRIGHTPSM JOB No. 21-0407

DATE: 12/24/2021
DRAWN BY: 0186-99-037

SHEET No. **5 OF 8**



0 10 20 40 FEET
SCALE: 1"=20'

NAV88

MATCHLINE: SEE SHEET 6

MATCHLINE: SEE SHEET 3

PARCEL ID 5042 20 12 0030
PHASE 2' PER OR 21411, PG 0807

PARCEL ID 5042 20 12 0030
PHASE 3' PER OR 21411, PG 0807

ONE STORY CBS BUILDING
#2405 SW 26TH TERRACE
DANA BEACH, FL 33312
BUILDING OF
25' HEIGHT (TOP OF WALL)
45001 S.F.
FFE=5.58' (NAV088)

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BUILDING OF
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UNDEVELOPED ROAD R/W

SW 34TH STREET
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(PG 125, PG 303) PAVED

SW 25TH AVENUE
30' WIDE PUBLIC R/W
(PG 147, PG 32)

SW 24TH AVENUE
30' WIDE PUBLIC R/W
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CONC. CURB (TYPICAL)
1028.82(W)
1028.82(W)

CONC. ENTRY (TYPICAL)

CONC. LOADING DOCK (TYPICAL)

EQUIPMENT ROOM

WIND PULL BOX (EMPTY)

PUMP STATION

CRS WALL (TYPICAL)

TRASH COMPACTOR

N LINE LOT 7

N LINE LOT 11

N LINE LOT 2

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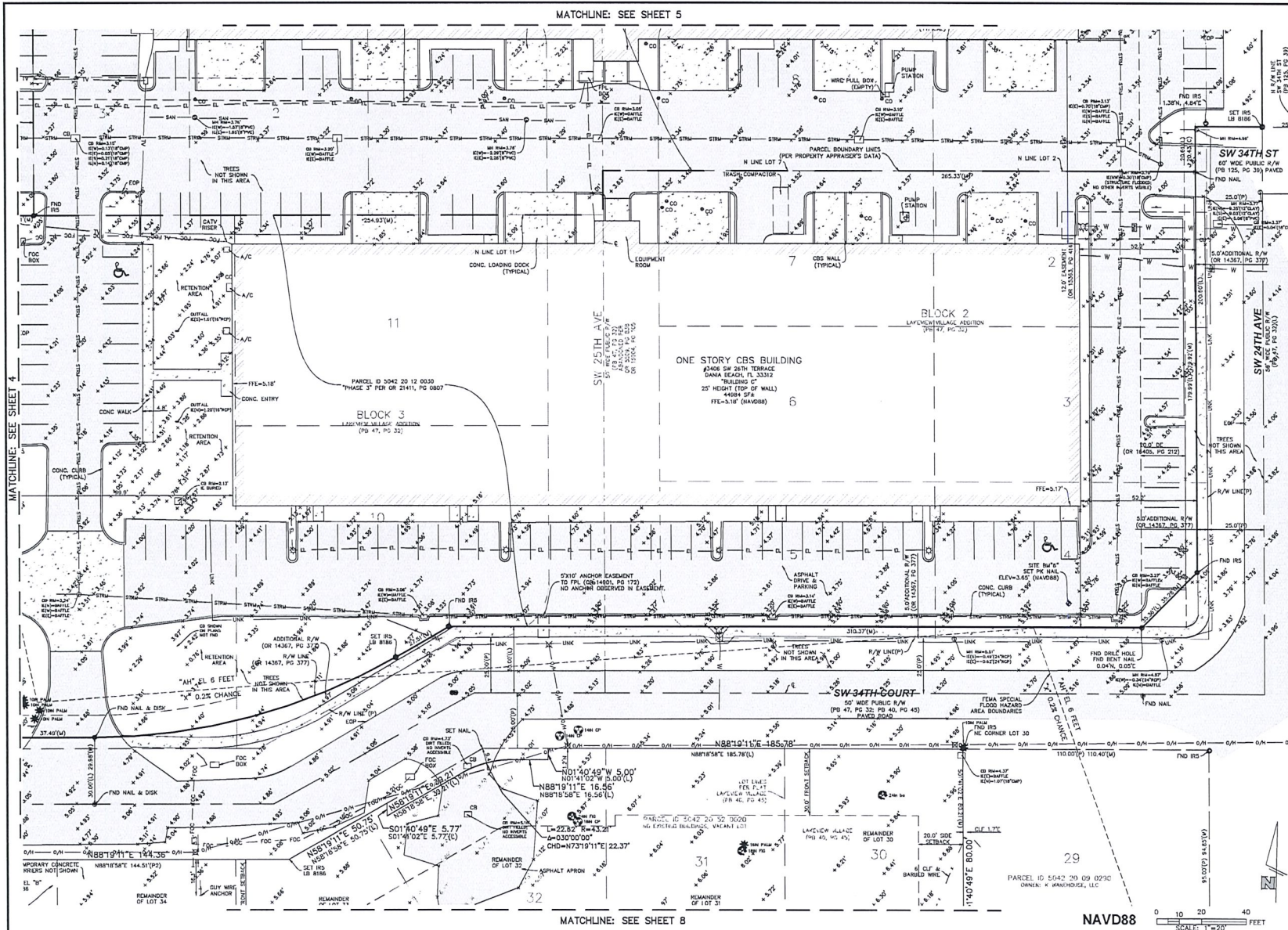
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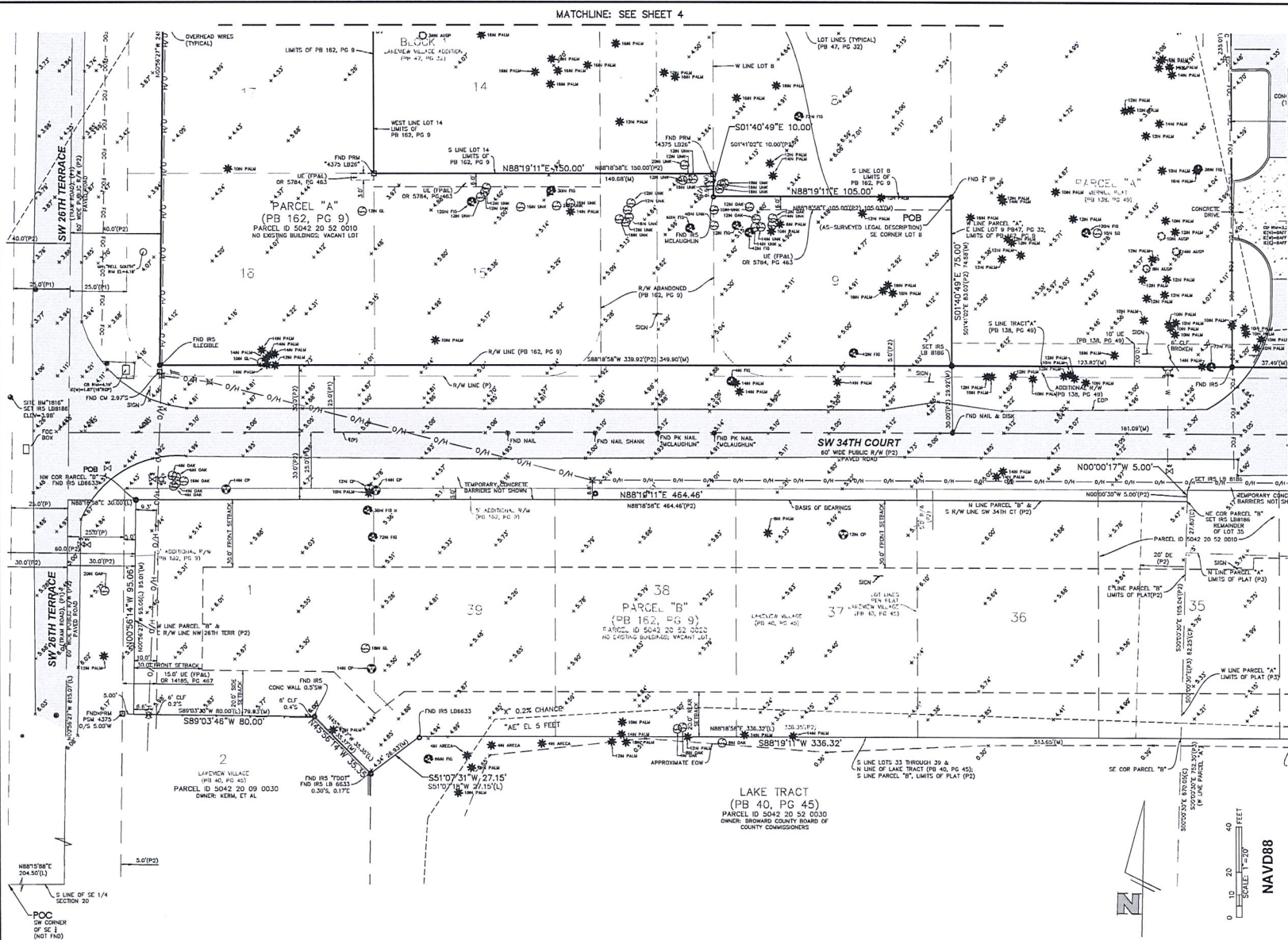
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DANA BEACH, FL 33312

BOUNDARY SURVEY

DATE: 12/24/2021
BY: 0196-99-037

SHEET NO: 6 OF 8





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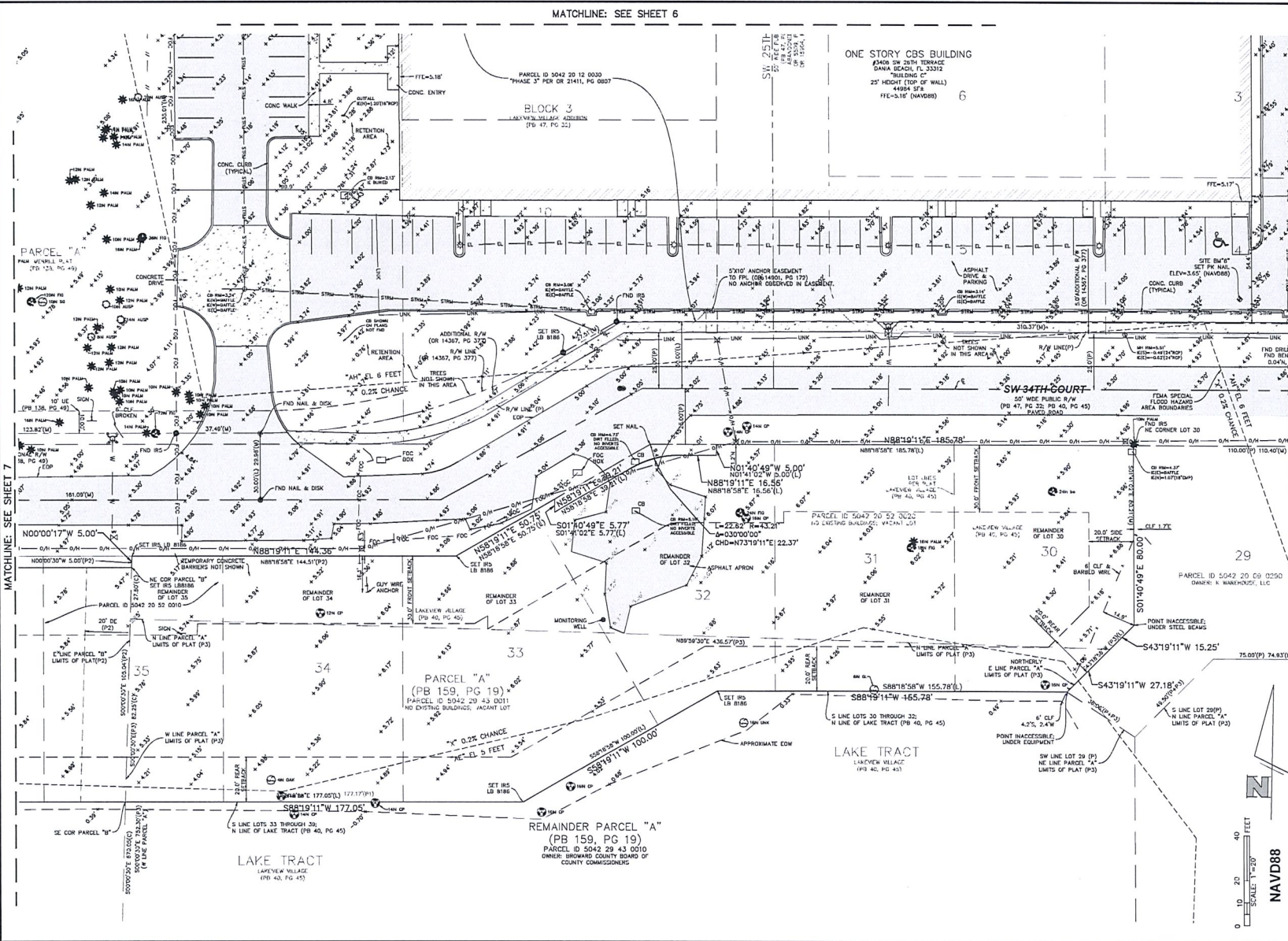
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DATE: 12/24/2021

PROJECT: SEAGIS PROPERTY GROUP, LP

DATE: 12/24/2021

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TITLE:
WRIGHTPSM JOB No. 21-0407
DATE: 12/24/2021
PROJECT No. 01586-99-037
SHEET No. 8 OF 8



RZ-022-22 REZONING
SP-023-22 SITE PLAN

APPLICANT:
SPG PORT 95 2

PROPERTY ADDRESS:
3410 SW 26 TERRACE

PROPOSED ZONING DISTRICT:
INDUSTRIAL-RESEARCH-
OFFICE-MARINE
AIRPORT APPROACH (IROM-AA)

PROPOSED COLD
STORAGE WAREHOUSE

Legend

-  SUBJECT PROPERTY
-  1000' DISTANCE BUFFER



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



April 13, 2022

RE: New Industrial Building proposed at Seagis @ Port 95 Industrial Park
City Applications SP-023-22 and RZ 022-22

To our Neighbors:

This is to let you know about a new industrial building project proposed in the Port 95 neighborhood near your property. SPG@Port 95 has recently acquired surplus land from Broward County adjacent to the existing Seagis @ Port 95 Industrial Park located at 3400, 3402 and 3406 S.W. 26th Terrace in Dania Beach, and has submitted applications to the City to develop a new industrial building at the northeast corner of S.W. 26th Terrace and S.W. 34th Court. The new building will be approximately 51,575 s.f. with similar operational characteristics and complimentary architecture as the existing Seagis @ Port 95 Industrial Park.

We have enclosed here a reduced copy of the site plan and proposed elevation. If you have any comments or questions, please feel free to contact me:

Bradlee Lord
Seagis Property Group LP
11340 Interchange Circle North
Miramar, FL 33025
BLord@seagisproperty.com
Mobile: (610) 952-6498
Fax: (754) 816-3105

Very truly yours,



Bradlee Lord
Vice President

Enclosures



April 13, 2022

RE: New Industrial Building proposed at Seagis @ Port 95 Industrial Park
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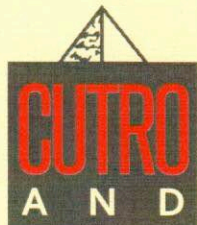
Very truly yours,



Bradlee Lord
Vice President

Enclosures





ASSOCIATES

CERTIFICATION LETTER

City of Dania Beach

Date: April 12, 2022

Address or

General Location: northeast corner of SW 26 Terrace and SW 34 Court

This letter certifies that the attached mailing list is a complete and accurate representation of the property adjacent to the subject property. This reflects the records on file in the Broward County Property Appraiser's Offices as of March 22, 2022.

The attached notification was mailed to the persons on the list on April 12, 2022.

Thank You,

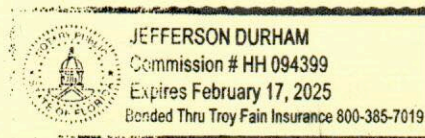
A blue ink signature of Christina Mathews, written in a cursive style.

Christina Mathews

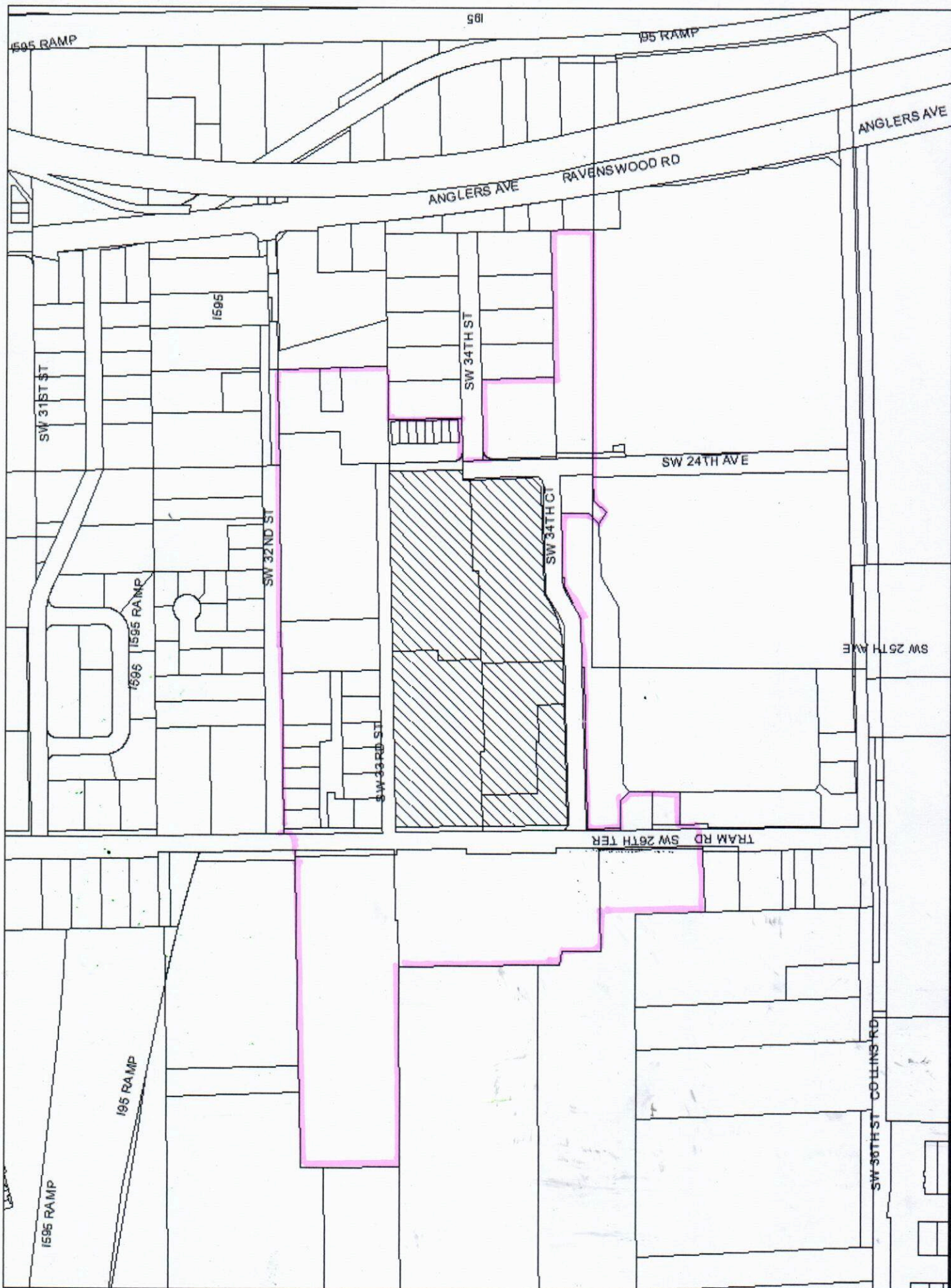
Sworn and subscribed before me this 12th day of April, 2022. She is personally known to me.

A blue ink signature of the notary, written in a cursive style.

Signature of Notary



1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com



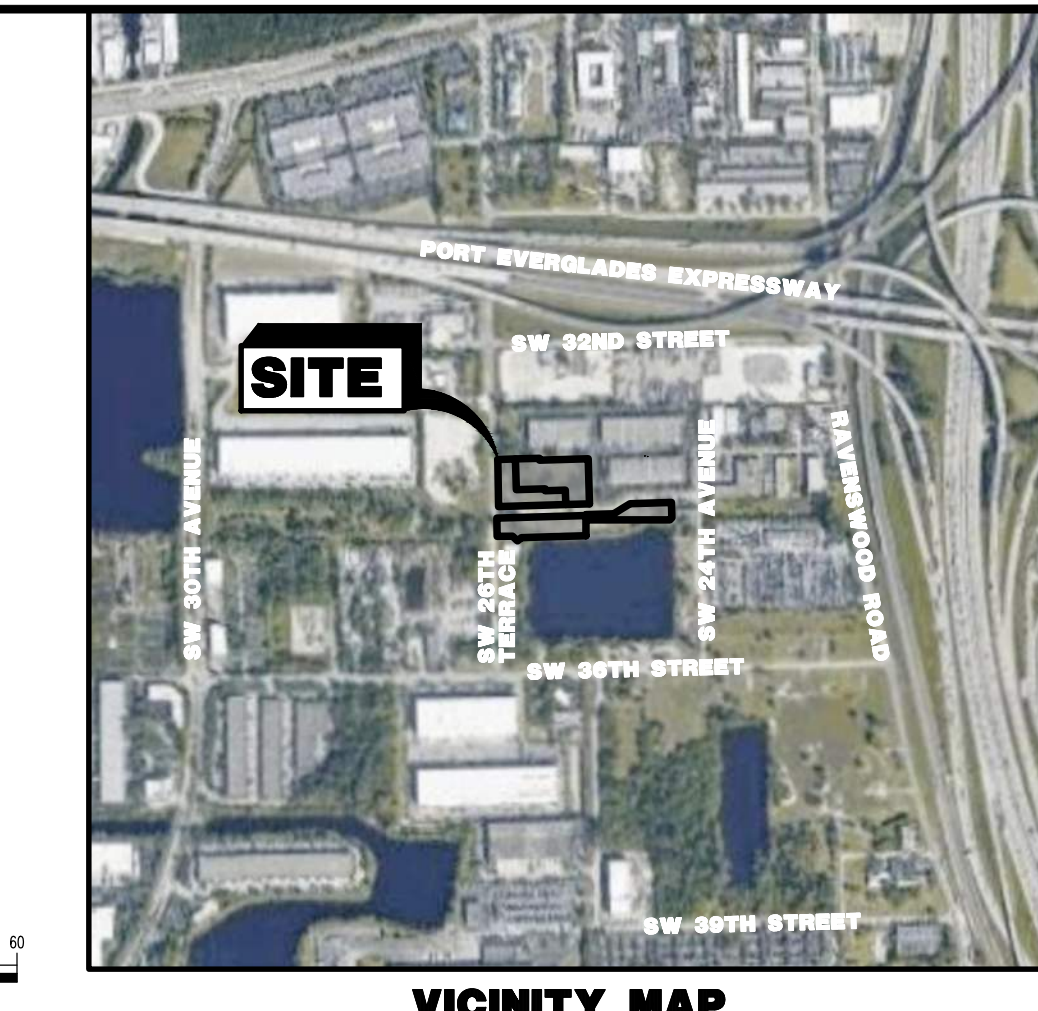
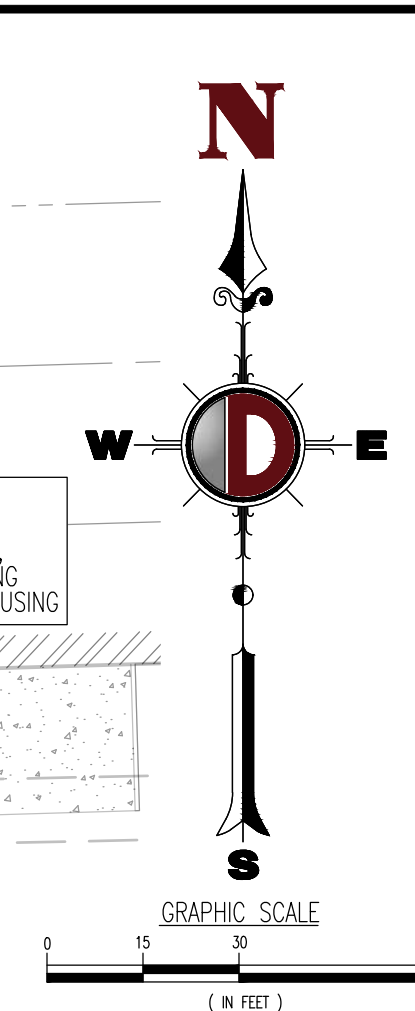
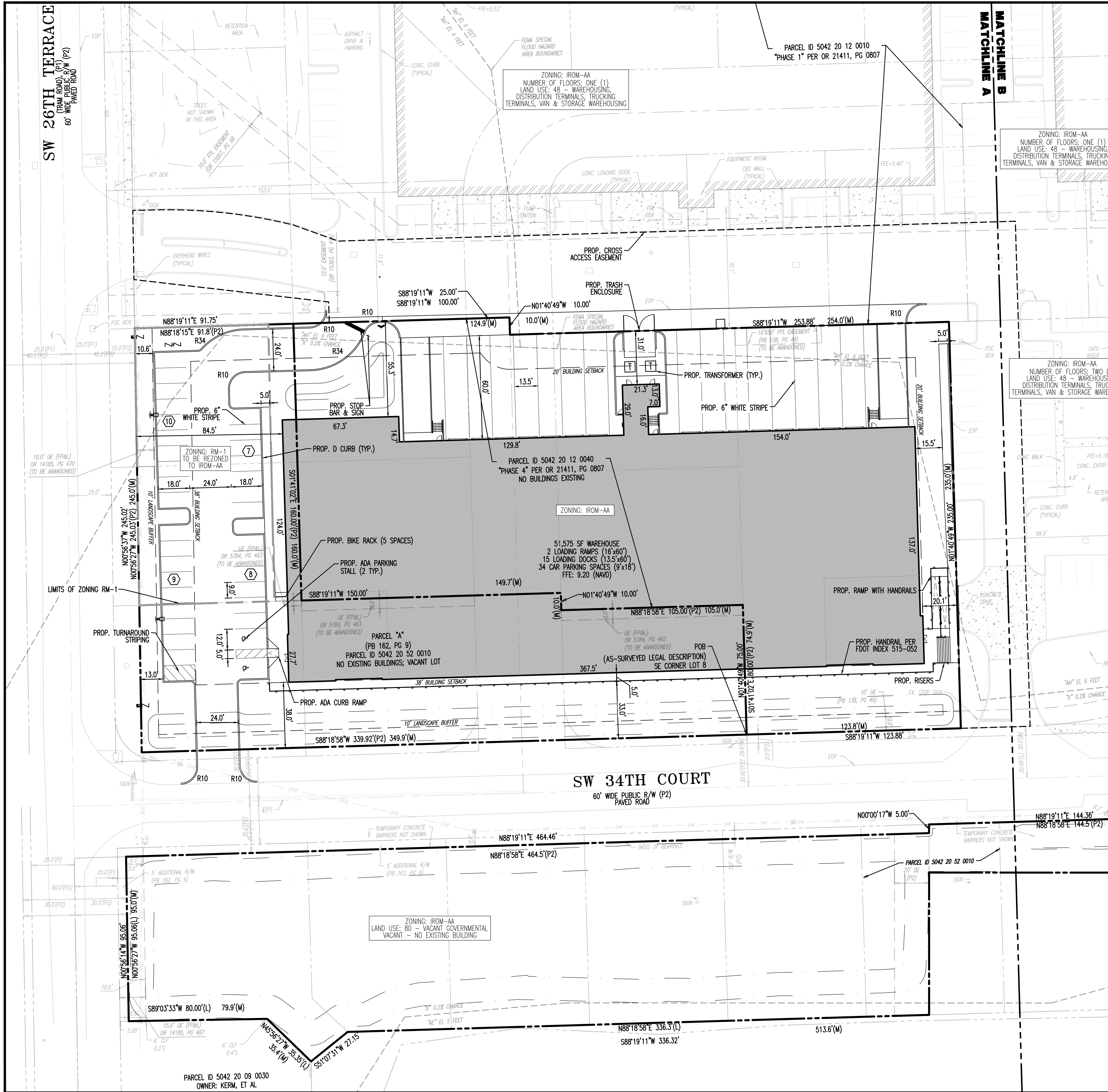
MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
www.browardappraiser.com

500 Feet

500 250 0

Port 95 Site Plan

folio	name	add	city	state	zip	zip 4	legal
504220000691	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	20-50-42W1/2 OF E1/2 OF SW1/4 OF SE1/4OF SE1/4,LESS S 20 FOR RD & ALSOS 200 OF NW1/4 OF SE1/4 OFSE1/4,LESS W 15 THEREOF & LESSS 35 OF E 20 OF W 35ALSO LESS PORTION LYING OUTSIDELIMITS OF CITY OF DANIA
504220020271	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		SEABOARD FARMS 18-22 BTRACT 12 W 278.35 LESS W 92 OFN 175,LESS N 25 FOR RD & LESSE 125 OF W 278.35 OF S 60 OFN 205
504220020272	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		SEABOARD FARMS 18-22 BTR 12 E 125 OF W 278.35 OFS 60 OF N 205
504220060180	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOTS 1 & 2 DESC AS COMM AT SE COR OF LOT 3,W 368,N 80 TOPOB,W 84.02,N 75,E 103,S 20,W 20S 55 TO POB
504220060181	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 125BLK 3
504220060182	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 185BLK 3
504220060183	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT LOT 2 DESC AS COMM SE COR OFLOT 3,W ALG S/L 368 FOR POB,CONTW 85.12,NLY 80,E 84.02,SLY 80 TOPOB BLK 3
504220060184	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 1 DESC AS BEG AT NECOR OF LOT 1,S 140,W 50,N 35,W 15,N 105,E 65 TO POB BLK 3
504220060185	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 245BLK 3
504220060186	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 LESS E 245 & LESSW 15 BLK 3
504220060187	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 294.4 TO POB,W 73.6,N 110,E 73.6,S 110 TO POBBLK 3
504220060188	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 220.8 TO POB,CONT W 73.6,N 110,E 73.6,S 110TO POB BLK 3
504220060189	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOTS 2 & 3 DESC AS COMMAT SE COR OF LOT 3,W 147.2 TOPOB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	FL	33316		TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	FL	33316		TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060191	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BTHAT PT OF LOTS 1,2 & 3 DESCAS COMM AT SE COR OF LOT 3,N 110TO POB,CONT N 29.42,W 199.98,N 35,W 250.92,S 22.82,E 103,S20,W 20,S 25,E 368 TO POB BLK 3
504220060192	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6TO POB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060193	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060200	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 4 BLK 3
504220060210	FLORIDA TRUCK TOWN INC	2708 NE 16 ST	FORT LAUDERDALE	FL	33304		TROPIC FARMS 24-30 BLOTS 5,6 & 7 BLK 3 TOG WITHSEABOARD FARMS 18-22 B TR 12W 92 OF N 175 LESS N 25 FOR RD
504220090030	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	FL	33332		LAKEVIEW VILLAGE 40-45 BLOT 2
504220090040	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	FL	33332		LAKEVIEW VILLAGE 40-45 BLOT 3 LESS W 15 FOR RD
504220090290	K WAREHOUSE LLC	2185 N ROCK ISLAND RD	MARGATE	FL	33063		LAKEVIEW VILLAGE 40-45 BLOT 29,LESS RD RW
504220300010	2365 ASSOCIATION INC% JOEL BAUM	9401 COLLINS AVE #405	SURFSIDE	FL	33154		KAHN ADDITION 125-39 BPARCEL A TOGETHER WITH PT OFE1/2 OF SW 24 AVE LYING N OF WLXYEXT OF N R/W/L OF SW 34 ST &LYING S OF ELY EXT OF N/L OFLOT 1 BLK 1,LAKEVIEW VILLAGE ADDTOGETHER WITH EXT AREA OF 25 FTRAD CUR AT SW COR OF PAR A,LESSPT DESC AS,COMM AT SE COR PAR A,N 203.61,W 5.25 TO POB,W 65.33
504220300011	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/L34.67,W 5.25 TO POB,CONT W 65.33S 24.39,E 65.33,N 24.39 TO POBAKA,UNIT 1
504220300020	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A 58.92,W 5.25 TO POB,CONT W 65.33,S 24.25,E 65.33,N 24.25 TO POBAKA,UNIT 2
504220300030	MARTON SERVICES INC	2365 SW 34 ST BAY 3	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OR PARCEL A,N ALG E/LPARCEL A FOR 82.98,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 3
504220300040	TSCTR LLC	5013 GARFIELD ST	HOLLYWOOD	FL	33021		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 107.04,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 4
504220300050	ANGALLIR LLC	201 NE 1 ST	DANIA BEACH	FL	33004		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A, N ALG E/LPARCEL A FOR 131.10,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 5
504220300060	H & R HYDRO-PULL INC	2365 SW 34 ST BAY 6	FORT LAUDERDALE	FL	33312	5012	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 155.16,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 6
504220300070	DINA N GOCKERELL REV TRGOCKERELL,DINA N TRSTEE	601 SW 8 TER	FORT LAUDERDALE	FL	33315		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 179.22,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 7
504220300080	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST BAY 1 & 2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 203.61,W 5.25 TOPOB,CONT W 65.33,S 24.39,E 65.33N 24.39 TO POBAKA,UNIT 8
504220500013	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	FL	33410		ISGETTE'S RUNWAY 158-18 BTHAT PART OF PAR A INCLUDEDWITHIN THE FOLLOWING DESC-BEG NECOR PAR H OF RUNWAY LAKES III156-44 B,S ALG E/L OF PAR A & H292.11,W 187.58,W 716.40,NLY284.18,ELY 903.96 TO POB TOGWITH PAR H RUNWAY LAKES III,LESSPARCEL 6 DESC IN OR 49381/1306
504220520080	MSG P12 LLC	16690 COLLINS AVE STE 1004	SUNNY ISLES BEACH	FL	33160		RAVENSWOOD 26TH AVE FLL AIRPORTPLAT (PLAT 7) 162-9 BPARCEL H TOG/W POR PARCEL ADJP AIRPORT WEST PLAT 178-69 BDESC AS:COMM SW COR OF SAID PARA,E 873.09 TO POB,CONT E 246.75,S 62.28,NWLY 255.03 TO POB TOG/WPOR OF SE1/4 OF SW1/4 OF SEC20-50-42 DESC AS BEG NW COR SAIDPAR H,SLY 280.95,W 40.03,NLY
504220530010	CONNER,NATHAN W & MARIA T	5761 SW 17 ST	PLANTATION	FL	33317	5905	UNI. FAB. PLAT162-48 BPARCEL A
504220580010	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	FL	33410		DJP AIRPORT WEST PLAT 178-69 BPOR OF PAR A AND A POR OF PAR AISGETTE'S RUNWAY 158-18 B DESCAS-BEGIN NE COR PAR A,S 199.57,SW 199.03,SW 274.97,NE 286.35,SE125 SW 192.35,SW 105.92,NW110.23,NW 39.75,NW 464.54,NE133.90,NW 7.44,NE 187.77,SE 7.11,NE 15 TO POB & TOGETHER WITHPARCEL I OF RAVENSWOOD 26TH AVE



SITE PLAN NOTES

1. ALL CURBING IS TYPE 'D' UNLESS OTHERWISE STATED.
2. TYPE 'D' CURB SHALL BE CONSTRUCTED PER FDOT INDEX 300.
3. ALL DIMENSIONS SHOWN, OTHER THAN LANDSCAPE DIMENSIONS, ARE TO FACE OF CURB FOR TYPE 'D' CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED. LANDSCAPE DIMENSIONS ARE SHOWN TO BACK OF CURB.
4. ALL CURB RAMP AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO FDOT 2016-2017 DESIGN STANDARDS INDEX 304.
5. ALL STOP BARS, DIRECTIONAL ARROWS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED.
6. REFER TO LANDSCAPE PLANS FOR PLANTING AND DETAILS.
7. ALL RADI ARE 3' UNLESS OTHERWISE NOTED ON PLANS.

SITE PLAN LEGEND

- PROPOSED YELLOW 8" WIDE 45' 4" O.C. PER MUTCD 3B.24.05
- PROPOSED 5' ACCESS AISLE WHITE PAINTED STRIPING

GENERAL SITE INFORMATION				
PARCEL NO. (A):	504220520010			
PARCEL NO. (B):	504220520020			
PARCEL NO. (C):	504220120040			
OWNER (A, B, C):	SPG PORT 95 2 LLC			
APPLICANT:	SPG PORT 95 2 LLC			
EXISTING ZONING:	FROM-AA : INDUSTRIAL- RESEARCH- OFFICE- MARINE AIRPORT APPROACH & RM-1: RESIDENTIAL			
ZONING OF ADJACENT PROPERTIES:	FROM-AA : INDUSTRIAL- RESEARCH- OFFICE- MARINE AIRPORT APPROACH			
CURRENT LAND USE:	40 - VACANT INDUSTRIAL			
FUTURE LAND USE:	INDUSTRIAL			
PROPOSED USE:	WAREHOUSE			
BUILDING HEIGHT:	38 FEET CLEAR HEIGHT (1 STORY)			
FLOOD ZONE:	X			
FLOOR AREA RATIO (FAR):	0.27			
DEVELOPMENT DATA				
LOT COVERAGE	PRE-DEVELOPMENT(SF)	POST-DEVELOPMENT (SF)	POST-DEVELOPMENT (AC)	PERCENTAGE (%)
PROJECT SITE AREA:	189,586	189,586	4.35	100.00%
BUILDING GFA (WITHOUT OFFICE):	0	41,260	0.95	21.77%
OFFICE GFA:	0	10,315	0.24	5.44%
IMPERVIOUS AREA (WITHOUT BLDG.):	0	35,004	0.80	18.48%
PERVIOUS (OPEN SPACE):	189,586	24,656	0.57	13.01%
VEHICULAR USE AREA:	0	22,480	0.52	11.86%
STORMWATER MANAGEMENT AREA:	0	78,351	1.80	41.33%
TOTAL PERVIOUS:	189,586	103,007	2.36	54.33%
TOTAL IMPERVIOUS:	0	86,579	1.99	45.67%
BUILDING SETBACKS				
FRONT(S)		REQUIRED	PROVIDED	
SIDE (E)		38.00'	38.00'	
SIDE (W)		20.00'	20.00'	
REAR (N)		38.00'	80.00'	
		20.00'	31.00'	
BUFFER STRIPS				
FRONT(S)		REQUIRED	PROVIDED	
SIDE (E)		10.00'	33.00'	
SIDE (W)		N/A	N/A	
REAR (N)		10.00'	10.60'	
		N/A	N/A	
ADDITIONAL DEVELOPMENT CRITERIA				
MIN LOT AREA (SF)		REQUIRED	PROVIDED	
MIN LOT WIDTH		N/A	N/A	
MIN LOT DEPTH		N/A	2473.50'	
		N/A	4233.00'	
PARKING				
PARKING RATIO	TYPE	REQUIRED	PROVIDED	
1 PER 2,000 SF OF GFA	STANDARD	26	32	
	ADA	1	2	
	TOTAL	27	34	
BICYCLE SPACES: 10% OF REQUIRED AUTOMOBILE SPACES				
		3	5	

SEE SITE PLAN B FOR
LEGAL DESCRIPTION

811
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EXCAVATORS, DESIGNERS, OR ANY PERSON
PREPARING TO EXCAVATE THE GROUND'S
SURFACE ANYWHERE IN ANY STATE

**DYNAMIC
ENGINEERING**
•ENGINEERING •EARTH
•SURVEY •TRAFFIC

BY	
REV.	
DATE	
COMMENTS	

THIS PLAN SET IS FOR PERMITTING PURPOSES
ONLY AND MAY NOT BE USED FOR CONSTRUCTION

PROJECT: **SPG PORT 95 2, LLC**
SEGIS • PORT 95 - BUILDING D
3410 SW 34th COURT
DANIA BEACH, FLORIDA 33312

DESIGNED BY: JCP
CHECKED BY: AP
DRAWN BY: SEM

**DYNAMIC
ENGINEERING**
LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING & ZONING
100 NE 5th Avenue, Suite B2
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Fort Myers • 1-813-988-0000
Hialeah • 1-305-583-0000
Hollywood • 1-305-988-0000
Fort Pierce • 1-888-875-9229
Delray Beach, Florida • 1-561-921-8570

Florida Certificate of Authorization No. 32535
www.dynamicce.com

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE:

TITLE:
SITE PLAN A

SCALE: (H) AS SHOWN
(N) NOTED
PROJECT No: 0196-99-037
DATE: 03/03/2022

SHEET No: **C1.00**
Rev. #: 1



RENDERING

SPG PORT 95 2 LLC
3410 SW 36TH TERRACE,
DANIA BEACH, FL 33312

This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

WARE MALCOMB

MIA21-0072
01/25/22

SHEET
8

FOLIO	OWNER NAME	STREET ADDRESS	CITY	ZIP	LEGAL DESCRIPTION
504220000691	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	33301	20-50-42W1/2 OF E1/2 OF SW1/4 OF SE1/4OF SE1/4,LESS S 20 FOR RD & ALSOS 200 OF NW1/4 OF SE1/4 OFSE1/4,LESS W 15 THEREOF & LESSS 35 OF E 20 OF W 35ALSO LESS PORTION LYING OUTSIDELIMITS OF CITY OF DANIA
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504220060186	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 LESS E 245 & LESSW 15 BLK 3
504220060187	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 294.4 TO POB,W 73.6,N 110,E 73.6,S 110 TO POBBLK 3
504220060188	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 220.8 TO POB,CONT W 73.6,N 110,E 73.6,S 110TO POB BLK 3
504220060189	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOTS 2 & 3 DESC AS,COMMAT SE COR OF LOT 3,W 147.2 TOPOB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	33316	TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	33316	TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060191	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BTHAT PT OF LOTS 1,2 & 3 DESCAS COMM AT SE COR OF LOT 3,N 110TO POB,CONT N 29.42,W 199.98,N 35,W 250.92,S 22.82,E 103,S20,W 20,S 25,E 368 TO POB BLK 3
504220060192	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6TO POB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060193	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060200	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 4 BLK 3
504220060210	FLORIDA TRUCK TOWN INC	2708 NE 16 ST	FORT LAUDERDALE	33304	TROPIC FARMS 24-30 BLOTS 5,6 & 7 BLK 3 TOG WITHSEABOARD FARMS 18-22 B TR 12W 92 OF N 175 LESS N 25 FOR RD
504220090030	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	33332	LAKEVIEW VILLAGE 40-45 BLOT 2
504220090040	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	33332	LAKEVIEW VILLAGE 40-45 BLOT 3 LESS W 15 FOR RD
504220090290	K WAREHOUSE LLC	2185 N ROCK ISLAND RD	MARGATE	33063	LAKEVIEW VILLAGE 40-45 BLOT 29,LESS RD R/W
504220300010	2365 ASSOCIATION INC% JOEL BAUM	9401 COLLINS AVE #405	SURFSIDE	33154	KAHN ADDITION 125-39 BPARCEL A TOGETHER WITH PT OFE1/2 OF SW 24 AVE LYING N OF WLYEXT OF N R/W/L OF SW 34 ST &LYING S OF ELY EXT OF N/L OFLOT 1 BLK 1,LAKEVIEW VILLAGE ADDTOGETHER WITH EXT AREA OF 25 FTRAD CUR AT SW COR OF PAR A,LESSPT DESC AS,COMM AT SE COR PAR A,N 203.61,W 5.25 TO POB,W 65.33,
504220300011	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/L34.67,W 5.25 TO POB,CONT W 65.33S 24.39,E 65.33,N 24.39 TO POBAKA:UNIT 1
504220300020	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A 58.92,W 5.25 TO POB,CONT W 65.33,S 24.25,E 65.33,N 24.25 TO POBAKA:UNIT 2

504220300030	MARTON SERVICES INC	2365 SW 34 ST BAY 3	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OR PARCEL A,N ALG E/LPARCEL A FOR 82.98,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 3
504220300040	TSCTR LLC	5013 GARFIELD ST	HOLLYWOOD	33021	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 107.04,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 4
504220300050	ANGALLIR LLC	201 NE 1 ST	DANIA BEACH	33004	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A, N ALG E/LPARCEL A FOR 131.10,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 5
504220300060	H & R HYDRO-PULL INC	2365 SW 34 ST BAY 6	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 155.16,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 6
504220300070	DINA N GOCKERELL REV TRGOCKERELL,DINA N TRSTEE	601 SW 8 TER	FORT LAUDERDALE	33315	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 179.22,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 7
504220300080	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST BAY 1 & 2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 203.61,W 5.25 TOPOB,CONT W 65.33,S 24.39,E 65.33N 24.39 TO POBAKA:UNIT 8
504220500013	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	33410	ISGETTE'S RUNWAY 158-18 BTHAT PART OF PAR A INCLUDEDWITHIN THE FOLLOWING DESC:BEG NECOR PAR H OF RUNWAY LAKES III156-44 B,S ALG E/L OF PAR A & H292.11,W 187.58,W 716.40,NLY284.18,ELY 903.96 TO POB TOGWITH PAR H RUNWAY LAKES III,LESSPARCEL 6 DESC IN OR 49381/1306
504220520080	MSG P12 LLC	16690 COLLINS AVE STE 1004	SUNNY ISLES BEACH	33160	RAVENSWOOD 26TH AVE FLL AIRPORTPLAT (PLAT 7) 162-9 BPARCEL H TOG/W POR PARCEL ADJP AIRPORT WEST PLAT 178-69 BDESC AS:COMM SW COR OF SAID PARA,E 873.09 TO POB,CONT E 246.75,S 62.28,NWLY 255.03 TO POB TOG/WPOR OF SE1/4 OF SW1/4 OF SEC20-50-42 DESC AS BEG NW COR SAIDPAR H,SLY 280.95.W 40.03,NLY
504220530010	CONNER,NATHAN W & MARIA T	5761 SW 17 ST	PLANTATION	33317	UNI. FAB. PLAT162-48 BPARCEL A
504220580010	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	33410	DJP AIRPORT WEST PLAT 178-69 BPOR OF PAR A AND A POR OF PAR AISGETTE'S RUNWAY 158-18 B DESCAS:BEGIN NE COR PAR A,S 199.57,SW 199.03,SW 274.97,NE 286.35,SE125,SW 192.35,SW 105.92,NW110.23,NW 39.75,NW 464.54,NE133.90,NW 7.44,NE 187.77,SE 7.11,NE 15 TO POB & TOGETHER WITHPARCEL I OF RAVENSWOOD 26TH AVE

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN FOR AN INDUSTRIAL WAREHOUSE (SP-023-22), SUBMITTED BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2, LLC, FOR PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS

Purchasing Requests ONLY

Dept:

Acct #:

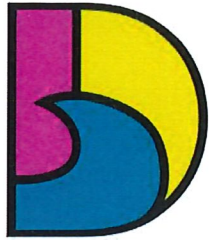
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

SP-023-22 Seagis Site Plan, R-2022- SPG Port 95 2, LLC (Seagis) Site Plan (SP-023-22), Site Plan and Backup, Location Map (Rezoning and Site Plan) Seagis



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning & Zoning Manager

Digitally signed by
Candido Sosa-Cruz
Date: 2022.08.16
11:27:31 -04'00'

SUBJECT: **SP-023-22:** The applicant, Tracy Lautenschlager, on behalf of SPG Port 95 2 LLC, is requesting Site Plan approval for the expansion of existing industrial development to add a new building for the property generally located on the northeast side of SW 26 Terrace, between SW 34 Court and SW 33 Street.

Request

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 51,575 square foot industrial building, including 10,315 sq. ft. of office space and 41,260 sq. ft. of warehouse space.

Property Information

CURRENT ZONING:	Industrial-Research-Office-Marine Airport Approach IROM-AA and Residential Multifamily RM-1
PROPOSED ZONING:	Industrial-Research-Office-Marine Airport Approach IROM-AA
LAND USE DESIGNATION:	Industrial
SITE ACREAGE:	189,586 SF (4.35 acres)
EXISTING USE:	Vacant

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

This site plan application is being reviewed in conjunction with second reading of the companion rezoning ordinance. The rezoning was recommended for approval by the Planning and Zoning Board on June 22, 2022, and was approved on first reading by the Commission on July 12, 2022.

The subject property is a parcel of approximately 4.35 acres located on the east side of SW 26 Terrace just north of SW 34 Court. It is part of a larger complex of existing warehouses on adjoining properties. This property was previously owned by Broward County after the land was taken as a result of the airport expansion, and later was acquired by the applicant.

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 51,575 square foot industrial building. This includes 10,315 sq. ft. of office space and 41,260 sq. ft. of warehouse space. The proposed warehouse is similar to the existing warehouses on nearby properties. Thirty-three (33) parking spaces are provided, exceeding the code requirement by seven spaces. The landscape plan provides a landscaped buffer around the property.

The applicant sent a letter to the owners of neighboring properties in April of this year, letting people know in advance of the upcoming development proposal. They included copies of the site plan and building elevations, and invited neighbors to contact them with any questions or concerns. No objections to the proposed development have been received by the Department.

Development Review Committee (DRC)

The site plan was reviewed by the DRC on March 24, 2022, and again on May 26, 2022; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

CONDITIONS OF APPROVAL:

1. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
2. All pavement markings shall be alkylid-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
3. Detail and complete engineering plans will be required prior to Building and R/W permit approval. (Engineering)
4. Show also all existing and proposed utilities on the landscaping plans for potential conflicts.
5. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
6. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
7. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management

District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)

8. Provide Maintenance of Traffic (MOT) Plan by a licensed General Constrictor/Professional Engineer in the State of Florida, if applicable (Engineering)
9. PUBLIC ART PROGRAM: Per O-2019-025, pay In-Lieu Public Art Fee: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000. (Planning & Zoning)
10. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning)
11. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. (Planning & Zoning)

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the Site Plan will enable this site to be redeveloped, expanding the City tax roll. The project will also pay impact fees for Public Art (determined at permitting based on value of construction, up to \$250,000).

Recommendation

Approve the resolution approving the Site Plan, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2022-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN FOR AN INDUSTRIAL WAREHOUSE (SP-023-22), SUBMITTED BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2, LLC, FOR PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, “Land Development Code” (the “LDC”), Part 6, entitled “Development Review Procedures and Requirements,” Article 635, entitled “Site Plans” of the City Code of Ordinances (the “City Code”) provides that Site Plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Tracy Lautenschlager, Agent for the Property Owner, SPG Port 95 2, LLC, (the “Applicant”) has requested a Site Plan Approval (SP-023-22) for an industrial warehouse on the property legal described in Exhibit “A”, and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-023-22) is consistent with the City’s Land Development Code and the Future Land Use Element of the City’s Comprehensive Plan; and

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 part of and incorporated into this Resolution by this reference.

Section 2. That pursuant to Chapter 28 “Land Development Regulations,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plans,” the following Site Plan (SP-023-22), attached as Exhibit “B,” which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

1. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
2. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
3. Detail and complete engineering plans will be required prior to Building and R/W permit approval. (Engineering)
4. Show also all existing and proposed utilities on the landscaping plans for potential conflicts.
5. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
6. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
7. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
8. Provide Maintenance of Traffic (MOT) Plan by a licensed General Constrictor/Professional Engineer in the State of Florida, if applicable (Engineering)
9. PUBLIC ART PROGRAM: Per O-2019-025, pay In-Lieu Public Art Fee: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000. (Planning & Zoning)
10. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning)
11. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of way & 25% for local roads and

must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. (Planning & Zoning)

Section 4. That pursuant to Section 635-100 “Expiration of Site Plans” of the Land Development Code, Site Plan (SP-023-22) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan within eighteen (18) months from the date of this Resolution.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

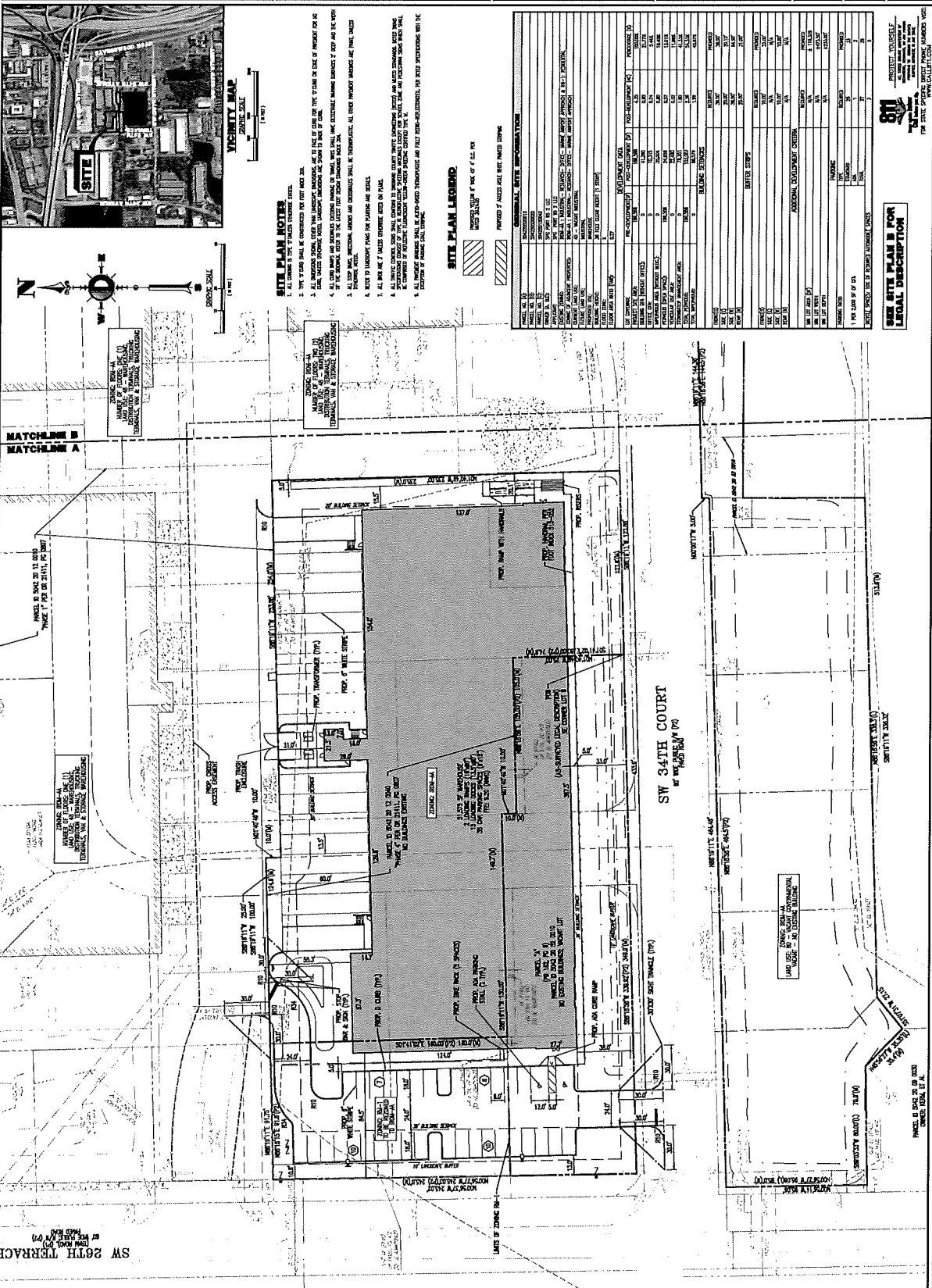
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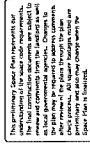
ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND A PORTION OF LOTS 19, 20 AND 21, BLOCK 1, AND ALL OF LOTS 6, 7, AND 8, BLOCK 2, AND A PORTION OF LOTS 1, 2, 3, 4 AND 5, BLOCK 2, AND ALL OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 3 AND A PORTION OF LOTS 10 AND 11, BLOCK 3 - LAKEVIEW VILLAGE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SOUTHWEST 34TH STREET AND SOUTHWEST 24TH, 25TH AND 26TH AVENUES LYING ADJACENT TO SAID BLOCKS AND NOW VACATED, AND ALSO TOGETHER WITH A PORTION OF PARCEL "A" - MERRILL PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT “B”

**SITE PLAN
(SP-023-22)**

	PROJECT: SP6 PORT 95 2, LLC 5415 SW 14th COURT DANA BEACH, FLORIDA 33412		DRAWING NO. 2112 PROJECT NO. 2112 DATE: 04/17/2022 BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	SHEET NO. 1 TOTAL SHEETS: 1
	DATE: 04/17/2022 BY: [Signature] CHECKED BY: [Signature]	PROJECT NO. 2112 DATE: 04/17/2022 BY: [Signature] CHECKED BY: [Signature]		





WARE MALCOMB

PROJECT: SPG PORT 95 2, LLC		SALES @ PORT 95 - BUILDING 0		3410 SW 34TH COURT DAVIA BEACH, FLORIDA 33412	
DATE IN	DATE IN	DATE IN	DATE IN	DATE IN	DATE IN
SPG	SPG	SPG	SPG	SPG	SPG
—	—	—	—	—	—

THIS AND ALL THE OTHERS ARE THE PROPERTY OF THE COMPANY AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

ANGEL PINERO

ANGEL PINERO Lugo, 1967

PR. REGIONAL E. UNID. 1967

DATE

PAVING, GRADING & DRAINAGE PLAN A	SOUTH AS BY	DATE 03/02/2012	3
	PROJECT NO 0186-09-037	SHEET NO 	



REPORT, 1950-51, 1952-53, 1953-54, 1954-55, 1955-56, 1956-57, 1957-58, 1958-59, 1959-60, 1960-61, 1961-62, 1962-63, 1963-64, 1964-65, 1965-66, 1966-67, 1967-68, 1968-69, 1969-70, 1970-71, 1971-72, 1972-73, 1973-74, 1974-75, 1975-76, 1976-77, 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, 2031-32, 2032-33, 2033-34, 2034-35, 2035-36, 2036-37, 2037-38, 2038-39, 2039-40, 2040-41, 2041-42, 2042-43, 2043-44, 2044-45, 2045-46, 2046-47, 2047-48, 2048-49, 2049-50, 2050-51, 2051-52, 2052-53, 2053-54, 2054-55, 2055-56, 2056-57, 2057-58, 2058-59, 2059-60, 2060-61, 2061-62, 2062-63, 2063-64, 2064-65, 2065-66, 2066-67, 2067-68, 2068-69, 2069-70, 2070-71, 2071-72, 2072-73, 2073-74, 2074-75, 2075-76, 2076-77, 2077-78, 2078-79, 2079-80, 2080-81, 2081-82, 2082-83, 2083-84, 2084-85, 2085-86, 2086-87, 2087-88, 2088-89, 2089-90, 2090-91, 2091-92, 2092-93, 2093-94, 2094-95, 2095-96, 2096-97, 2097-98, 2098-99, 2099-00, 2100-01, 2101-02, 2102-03, 2103-04, 2104-05, 2105-06, 2106-07, 2107-08, 2108-09, 2109-10, 2110-11, 2111-12, 2112-13, 2113-14, 2114-15, 2115-16, 2116-17, 2117-18, 2118-19, 2119-20, 2120-21, 2121-22, 2122-23, 2123-24, 2124-25, 2125-26, 2126-27, 2127-28, 2128-29, 2129-30, 2130-31, 2131-32, 2132-33, 2133-34, 2134-35, 2135-36, 2136-37, 2137-38, 2138-39, 2139-40, 2140-41, 2141-42, 2142-43, 2143-44, 2144-45, 2145-46, 2146-47, 2147-48, 2148-49, 2149-50, 2150-51, 2151-52, 2152-53, 2153-54, 2154-55, 2155-56, 2156-57, 2157-58, 2158-59, 2159-60, 2160-61, 2161-62, 2162-63, 2163-64, 2164-65, 2165-66, 2166-67, 2167-68, 2168-69, 2169-70, 2170-71, 2171-72, 2172-73, 2173-74, 2174-75, 2175-76, 2176-77, 2177-78, 2178-79, 2179-80, 2180-81, 2181-82, 2182-83, 2183-84, 2184-85, 2185-86, 2186-87, 2187-88, 2188-89, 2189-90, 2190-91, 2191-92, 2192-93, 2193-94, 2194-95, 2195-96, 2196-97, 2197-98, 2198-99, 2199-00, 2200-01, 2201-02, 2202-03, 2203-04, 2204-05, 2205-06, 2206-07, 2207-08, 2208-09, 2209-10, 2210-11, 2211-12, 2212-13, 2213-14, 2214-15, 2215-16, 2216-17, 2217-18, 2218-19, 2219-20, 2220-21, 2221-22, 2222-23, 2223-24, 2224-25, 2225-26, 2226-27, 2227-28, 2228-29, 2229-30, 2230-31, 2231-32, 2232-33, 2233-34, 2234-35, 2235-36, 2236-37, 2237-38, 2238-39, 2239-40, 2240-41, 2241-42, 2242-43, 2243-44, 2244-45, 2245-46, 2246-47, 2247-48, 2248-49, 2249-50, 2250-51, 2251-52, 2252-53, 2253-54, 2254-55, 2255-56, 2256-57, 2257-58, 2258-59, 2259-60, 2260-61, 2261-62, 2262-63, 2263-64, 2264-65, 2265-66, 2266-67, 2267-68, 2268-69, 2269-70, 2270-71, 2271-72, 2272-73, 2273-74, 2274-75, 2275-76, 2276-77, 2277-78, 2278-79, 2279-80, 2280-81, 2281-82, 2282-83, 2283-84, 2284-85, 2285-86, 2286-87, 2287-88, 2288-89, 2289-90, 2290-91, 2291-92, 2292-93, 2293-94, 2294-95, 2295-96, 2296-97, 2297-98, 2298-99, 2299-00, 2300-01, 2301-02, 2302-03, 2303-04, 2304-05, 2305-06, 2306-07, 2307-08, 2308-09, 2309-10, 2310-11, 2311-12, 2312-13, 2313-14, 2314-15, 2315-16, 2316-17, 2317-18, 2318-19, 2319-20, 2320-21, 2321-22, 2322-23, 2323-24, 2324-25, 2325-26, 2326-27, 2327-28, 2328-29, 2329-30, 2330-31, 2331-32, 2332-33, 2333-34, 2334-35, 2335-36, 2336-37, 2337-38, 2338-39, 2339-40, 2340-41, 2341-42, 2342-43, 2343-44, 2344-45, 2345-46, 2346-47, 2347-48, 2348-49, 2349-50, 2350-51, 2351-52, 2352-53, 2353-54, 2354-55, 2355-56, 2356-57, 2357-58, 2358-59, 2359-60, 2360-61, 2361-62, 2362-63, 2363-64, 2364-65, 2365-66, 2366-67, 2367-68, 2368-69, 2369-70, 2370-71, 2371-72, 2372-73, 2373-74, 2374-75, 2375-76, 2376-77, 2377-78, 2378-79, 2379-80, 2380-81, 2381-82, 2382-83, 2383-84, 2384-85, 2385-86, 2386-87, 2387-88, 2388-89, 2389-90, 2390-91, 2391-92, 2392-93, 2393-94, 2394-95, 2395-96, 2396-97, 2397-98, 2398-99, 2399-00, 2400-01, 2401-02, 2402-03, 2403-04, 2404-05, 2405-

[illegible][illegible]

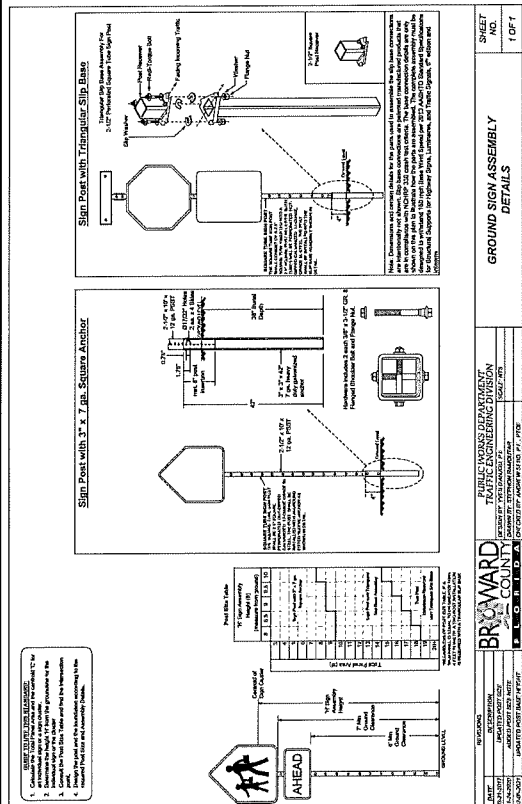
RECEIVED - ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 07-27 BY 60322 UCBAW

[illegible]

VICINITY MAP
GRAPHIC SCALE

PROPOSED 5' ACCESS ABLE W/INT. FINISHED FLOORING

[illegible][illegible][illegible]



DETAIL "A"

FOR SUN ASSEMBLIES WITH MAXIMUM 8'x5 SQUARE FOOT PANEL AREA.

Panel

Beam

Detail A shows a cross-section of a panel connected to a beam. The panel has a width of 8'-0" and a height of 5'-0". The beam has a depth of 8"-0". The connection is made using a single row of bolts. Dimensions shown are 8'-0" for the panel width, 5'-0" for the panel height, and 8"-0" for the beam depth.

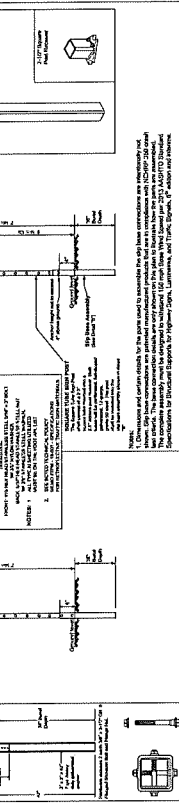
DETAIL "B"

FOR SUN ASSEMBLIES WITH GREATER THAN 8'x5 SQUARE FOOT PANEL AREA WITH SUPPLEMENTAL SONG.

Panel

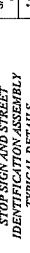
Beam

Detail B shows a cross-section of a panel connected to a beam. The panel has a width of 8'-0" and a height of 5'-0". The beam has a depth of 8"-0". The connection is made using a double row of bolts. Dimensions shown are 8'-0" for the panel width, 5'-0" for the panel height, and 8"-0" for the beam depth.

[illegible][illegible][illegible]

DATE	COMMENTS	TIME	NAME
1/10	11:00 COMMENTS	12/12/12	1
1/10	11:00 COMMENTS	12/12/12	2
1/10	11:00 COMMENTS	12/12/12	3
1/10	11:00 COMMENTS	12/12/12	4
1/10	11:00 COMMENTS	12/12/12	5
1/10	11:00 COMMENTS	12/12/12	6
1/10	11:00 COMMENTS	12/12/12	7
1/10	11:00 COMMENTS	12/12/12	8
1/10	11:00 COMMENTS	12/12/12	9
1/10	11:00 COMMENTS	12/12/12	10
1/10	11:00 COMMENTS	12/12/12	11
1/10	11:00 COMMENTS	12/12/12	12

Diagram showing the ground sign assembly details. It includes a cross-section view of the sign post and base, a side view of the sign post, and a top view of the sign post showing the mounting holes. The diagram is labeled with dimensions and part numbers.

SHEET NO. _____ 1 OF 1	STOP SIGN AND STREET IDENTIFICATION ASSEMBLY TYPICAL DETAILS
	

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CONSULTING ARBORIST, INC.

Arboriculture Tree Report

3410 SW 34th Ct Dania Beach

Name: Dynamic Engineering
Attn: Jacqueline Parkinson
100 Ne 5th Avenue, Suite B2
Delray Beach, FL 33483

Date: June 15, 2022
Phone: (561) 921-8570 Ext. 6103

Email: jparkinson@dynamiccec.com,

Prepared by: John Sutton
International Society of Arboriculture Certified Arborist

Certification of Performance

I, John Sutton, certify to the best of my knowledge, and abilities.

That I have personally inspected the tree(s) and or the property referred to in this report.

That it is my professional opinion, that the following report is true, and the conclusions and results stated are correct based on the information received about the property evaluated and the evaluation methods followed.

That the reported analyses, opinions, and conclusions are only limited by the reported assumptions, methods and limiting conditions and my personal, unbiased professional analyses, opinions, and conclusions.

That Sutton Consulting Arborist, Inc. acts as an independent tree, and landscape consultant. This firm has no prospective or current interest in the property evaluated or interest/bias with respect to the parties involved.

That this Report, or parts of this Report, have not been revealed to any party other than the Client named and will not be revealed to any other party unless authorized to do so by Client named or by due process of law or by legally required public testimony by this firm of these results.

This report is written in good faith and all rights are reserved by Sutton Consulting Arborist, Inc. It is for use by the client named only.

_____*John Sutton*_____

John Sutton/Sutton Consulting Arborist
ISA Certified Arborist #SO-0326A

P.O. Box 541237, Lake Worth, FL., 33454 (561) 493-3310
<http://suttonconsultingarborist.com> Email: JSutton868@aol.com

Arboriculture consulting work for your property: 3410 SW 34th Ct, Dania Beach

I have evaluated two specific trees/palms (see attached survey) located on the referenced property. The purpose of my visit is to evaluate the trees for health and provide values as per City of Dania Beach, FL. code. Please see excel spreadsheet below, pictures and survey for individual unit's details and location. Trees are tagged with corresponding numbers.

Tree #	Plant Common Name	Scientific name	DBH inch	Condition /factor	Canopy Sq. Ft.	Location	Amount	Notes
105	Strangler fig	<i>Ficus aurea</i>	120	40/0	51 x 38	0.5	\$0.00	Decay in trunk and scaffolds, lg dead scaffold
184	Gumbo limbo	<i>Bursera simaruba</i>	18	30/0	32 x 14	0.5	\$0.00	Major decay in main leader, co-canopy, non-symmetrical canopy

<i>Quercus virginiana</i> / Live Oak	2" tree cost, $135 + 165 + 125 = 425 / 3 = 141.66 \times 2.7 = 382.48 / 2 = 191.24$ per in
---	--



Tree #105







Tree #184



Please feel free to contact me should you have any questions.

In Support

John Sutton

John Sutton/Sutton Consulting Arborist

ISA Certified Arborist #SO-0326A

TRAQ Qualified

Sutton Consulting Arborist is staffed by professional Arborists, Horticulturists, and Landscape Inspectors. We utilize associates with expertise in their fields to provide the most accurate, efficient and useful information available to clients. We stand behind our work and can additionally answer any questions or fulfill needs for additional information or services.

Jasmine Penuela

From: Jacqueline Parkinson
Sent: Thursday, May 26, 2022 1:29 PM
To: Angel Pinero
Subject: FW: Seagis Port 95 @ Building D Fire Comments

Categories: Filed by Newforma

Jacqueline Parkinson

Senior Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

From: Zipoli, DAVID <DAVID_ZIPOLI@sheriff.org>
Sent: Thursday, May 26, 2022 1:25 PM
To: Jacqueline Parkinson <jparkinson@dynamiccec.com>
Subject: RE: Seagis Port 95 @ Building D Fire Comments

Good Afternoon Mr. Parkinson,

After further review of your plan with my plan reviewer, we will approve the existing turning radius.

It was not clear that your entrance was also the existing entrance for the other three buildings until I went on Google Earth to show him your property.

With that said I will call CAP and have them reassign it to me and I will approve it.

I apologize for any inconvenience.

Respectfully submitted,

David Zipoli

David Zipoli

Lieutenant Fire Prevention

Fire Inspector

Fire Investigator

Fire Plans Reviewer

Broward Sheriff Fire Rescue & Emergency Services Dept.

Fire Prevention Bureau--Dania Beach District

103 W Dania Beach Blvd.

Dania Beach, FL 33004

Tel: 954-342-4262

Fax: 954-342-4265

david_zipoli@sheriff.org

www.sheriff.org



The largest dual accredited public safety agency in America.

Please note that Florida has a broad public records law, and that all correspondence sent to me via email may be subject to disclosure.

-----Original Appointment-----

From: Jacqueline Parkinson [mailto:jparkinson@dynamiccec.com]

Sent: Thursday, May 26, 2022 12:12 PM

To: Angel Pinero; Zipoli, DAVID

Subject: Seagis Port 95 @ Building D Fire Comments

When: Thursday, May 26, 2022 3:00 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Vai Teams

[EXTERNAL EMAIL WARNING] This email originated outside Broward Sheriff's Office Email System. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report suspicious email to SECNOC@sheriff.org.

You're invited to join a Microsoft Teams meeting

Title: Seagis Port 95 @ Building D Fire Comments

Time: Thursday, May 26, 2022 3:00:00 PM Eastern Daylight Time

Join on your computer or mobile app

[Click here to join the meeting](#)

Dynamic Engineering News

-
- Dynamic is hiring! Qualified candidates seeking a position with one of our growing companies should submit their resumes to hr@dynamiccec.com . Please see our website for more details.
 - Dynamic Engineering to attend ICSC Las Vegas on May 22-24, 2022.
 - Dynamic Engineering has been placed on NJBIZ's Best Places to Work in 2021 for the 10th year in a row!
-

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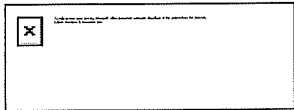
Jasmine Penuela

From: Heidi Henderson <HHenderson@cgasolutions.com>
Sent: Wednesday, June 1, 2022 2:04 PM
To: Angel Pinero; Jasmine Penuela
Cc: Jacqueline Parkinson
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Yes, that is pretty close.

Thank you so much.

Heidi Belle Henderson, P.E.
Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamicicec.com>
Sent: Wednesday, June 1, 2022 2:00 PM
To: Heidi Henderson <HHenderson@cgasolutions.com>; Jasmine Penuela <jpenuela@dynamicicec.com>
Cc: Jacqueline Parkinson <jparkinson@dynamicicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good afternoon Heidi,

The letter lists "approximately 925 lbs", while the plan calculations are 928.32lbs. We believe this is very well in line with the plans. Please let us know if you disagree.

Regards,

Ángel Piñero, PE (FL, MD)
Principal
Dynamic Engineering Consultants, PC
Licensed Professional Engineers throughout the United States
[LinkedIn Profile](#)

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483
C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgasolutions.com>
Sent: Wednesday, June 1, 2022 1:11 PM
To: Jasmine Penuela <jpenuela@dynamicicec.com>
Cc: Angel Pinero <apinero@dynamicicec.com>; Jacqueline Parkinson <jparkinson@dynamicicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi, this looks good. Please confirm the quantity in the letter is consistent with the quantity on the plan.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jasmine Penuela <jpenuela@dynamiccec.com>

Sent: Wednesday, June 1, 2022 1:07 PM

To: Heidi Henderson <HHenderson@cgsolutions.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Afternoon Heidi,

I hope you had a wonderful weekend! I am kindly following up on the below. May you please confirm that the attached letter from Waste Management meets the comment that was issued?

Respectfully,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6105

From: Jasmine Penuela <>

Sent: Friday, May 27, 2022 6:05 PM

To: 'Heidi Henderson' <HHenderson@cgsolutions.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Evening Heidi,

I hope you had a great week! Please find attached the revised and signed letter from Waste Management.

We are looking forward to your confirmation that the comment has been met.

Should you have any questions, please feel free to contact myself or my team Cc'd.

Have a wonderful weekend,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6105

From: Heidi Henderson <HHenderson@cgsolutions.com>

Sent: Tuesday, May 24, 2022 10:45 AM

To: Jasmine Penuela <jpenuela@dynamiccec.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

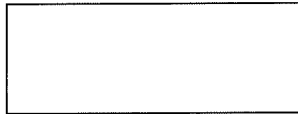
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

That looks OK.. but it is in Word. Please have them add the estimated quantity the matches your plan and have them sign the letter.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jasmine Penuela <jpenuela@dynamiccec.com>

Sent: Tuesday, May 24, 2022 10:43 AM

To: Heidi Henderson <HHenderson@cgsolutions.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Morning Heidi,

I hope you had a great weekend! I am kindly following up on the comment issued regarding the letter from Waste Management. Please see attached for the capacity letter and correspondence with Waste Management.

May you please confirm that this fulfills the comment?

Should you have any questions, please feel free to contact us.

Kind Regards,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6105

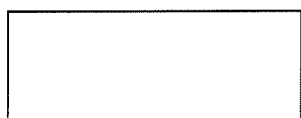
From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Wednesday, May 18, 2022 2:36 PM
To: Jasmine Penuela <jpenuela@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi, it does not specify if they have the capacity to support the project. You can email her or ask for an updated letter confirming that and that will suffice.

Thank you so much!

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jasmine Penuela <jpenuela@dynamicec.com>
Sent: Wednesday, May 18, 2022 2:27 PM
To: Heidi Henderson <HHenderson@cgsolutions.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Afternoon Heidi,

I hope you are having a great week so far! Please see the attached email correspondence received from Waste Management stating they are able to service the area. Would this fulfill the comment that was issued?

Kind Regards,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483
PH: (561) 921-8570 Ext. 6105

From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Tuesday, May 17, 2022 12:44 PM
To: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi Angel,

I am not sure about a contact person. Please call their main line.

I added the following comment:

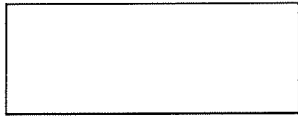
1. Please indicate a new 5-foot sidewalk in the ROW adjacent to the property line along SW 26th Terrace.

Per our conversation, I may not be on the call, but please let me know if you need anything further to assist you in your review.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamicec.com>

Sent: Friday, May 13, 2022 11:34 AM

To: Heidi Henderson <HHenderson@cgasolutions.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>

Cc: Jasmine Penuela <jpenuela@dynamicec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Thanks, does the City have a contact person?

Regards,

Ángel Piñero, PE (FL, MD)

Principal

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

[LinkedIn Profile](#)

Please note I will be out of office during 5/18-5/20.

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgasolutions.com>

Sent: Friday, May 13, 2022 8:31 AM

To: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>

Cc: Jasmine Penuela <jpenuela@dynamicec.com>

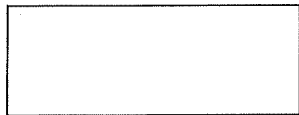
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi, yes, Waste Management.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamicec.com>

Sent: Thursday, May 12, 2022 5:55 PM

To: Heidi Henderson <HHenderson@cgsolutions.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>

Cc: Jasmine Penuela <jpenuela@dynamicec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Thank you Heidi.

Did you by any chance receive a reply on the contact for waste management?

Regards,

Ángel Piñero, PE (FL, MD)

Principal

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

[LinkedIn Profile](#)

Please note I will be out of office during 5/18-5/20.

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgsolutions.com>

Sent: Thursday, May 12, 2022 2:50 PM

To: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>

Cc: Jasmine Penuela <jpenuela@dynamicec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Pending comments as of now.

TIER 1 COMMENTS:

1. Please provide a response letter for following Tier 1 comments. Please give specific responses to the open issues, not generic responses such as "see plan" or "corrected".
2. Please demonstrate the berm / swale elevation of 4.51 / 4.60 on the plan. Please update the sections as necessary, specifically A, B, and C.
3. The BC Water and Wastewater letter indicates that you need a water and sewer capacity letter from the City of Hollywood since they will treat the water and sewer. Please provide the letter(s) from the City of Hollywood.
4. Please provide the letter from the waste management company confirming that they have the capacity to service the project.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamiccec.com>

Sent: Thursday, May 12, 2022 2:35 PM

To: Heidi Henderson <HHenderson@cgasolutions.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Cc: Jasmine Penuela <jpenuela@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good afternoon Heidi,

We don't have a capacity letter / request for service letter from the garbage company right now, we did not think we needed to provide this as we did not see a comment asking for this letter. The only comment that could be related was comment #4 and when discussed was to show the refuse truck being able to pickup trash from the enclosure.

Please see attached the letter from City of Hollywood.

We are attempting to get on schedule for the next hearing, this is why we tried to vet out all the comments with reviewers individually before submitting, we would gladly reach out to the garbage company and ask for this letter, I don't expect this to be an issue since they already serve the three adjacent buildings. Does the City have a contact to reach out to for new developments?

I tried calling you to see how the review is going in general, but I believe we managed to address all the comments we had discussed prior to resubmittal. If anything else comes up please don't hesitate to reach out, if there is anything we can do on our end to be able to satisfy all Tier 1 comments and move on to hearing based on this resubmittal please let us know.

We look forward to a favorable review and recommendation for hearing. Thank you.

Regards,

Ángel Piñero, PE (FL, MD)

Principal

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

[LinkedIn Profile](#)

Please note I will be out of office during 5/18-5/20.

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Thursday, May 12, 2022 1:44 PM
To: Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi Jacqueline,

Do you have a capacity letter / request for service letter from the garbage company?

Do you have the water and sewer capacity letters from the City of Hollywood, per the BC WWW letter?

Thank you so much.

Heidi Belle Henderson, P.E.
Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jacqueline Parkinson <jparkinson@dynamicec.com>
Sent: Tuesday, May 10, 2022 11:34 AM
To: Heidi Henderson <HHenderson@cgsolutions.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Heidi,

Please see attached for comment response letter.

Kind Regards,

Jacqueline Parkinson

Senior Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

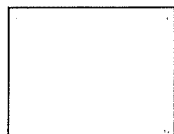
From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Tuesday, May 10, 2022 11:18 AM
To: Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hello, I received your resubmittal but not the response letter. Please send this.

Thank you.

Heidi Belle Henderson, P.E.

Project Manager | Engineering Department (Broward)



Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



From: Jacqueline Parkinson <jparkinson@dynamicec.com>

Sent: Friday, April 29, 2022 11:17 AM

To: Heidi Henderson <HHenderson@cgasolutions.com>

Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Heidi,

Please see attached.

Kind Regards,

Jacqueline Parkinson

Senior Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

From: Heidi Henderson <HHenderson@cgasolutions.com>

Sent: Friday, April 29, 2022 11:10 AM

To: Jacqueline Parkinson <jparkinson@dynamicec.com>

Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>

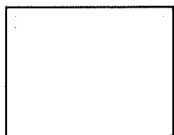
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Please attached a plan. TY

Thank you.

Heidi Belle Henderson, P.E.

Project Manager | Engineering Department (Broward)



Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



From: Jacqueline Parkinson <jparkinson@dynamicec.com>

Sent: Friday, April 29, 2022 11:05 AM

To: Heidi Henderson <HHenderson@cgasolutions.com>

Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Morning,

I wanted to follow up on the below.

Kind Regards,

Jacqueline Parkinson

Senior Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

From: Jacqueline Parkinson <>

Sent: Thursday, April 28, 2022 11:16 AM

To: Heidi Henderson <HHenderson@cgasolutions.com>

Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>

Subject: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Heidi,

Thank you very much for taking the time to discuss some of the comments for the above project. During our call we confirmed that open cut would be a permissible method for the **storm drain** pipe across SW34th ct. If you could please confirm by responding to this email, that would be greatly appreciated.

Kind Regards,

Jacqueline Parkinson

Senior Design Engineer



Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

Additional office locations:

New Jersey (Belmar) - 825 8th Avenue | Belmar, NJ 07719 | PH: (732) 974-0198 | Fax: (732) 974-3521

New Jersey (Chester) - 245 Main Street | Suite 110 | Chester, NJ 07930 | PH: (908) 879-9229 | Fax: (908) 879-0222

New Jersey (Lake Como) - 1904 Main Street | Lake Como, NJ 07719 | PH: (732) 974-0198 | Fax: (732) 974-3521

New Jersey (Newark) - 50 Park Place | Mezzanine Level | Newark, NJ 07102 | PH: (973) 755-7200

New Jersey (Toms River) - 40 Main Street | 3rd Floor | Toms River, NJ 08753 | PH: (732) 678-0000

Pennsylvania (Lehigh Valley) - 95 Highland Ave | Suite 170 | Bethlehem, PA 18017 | PH: (610) 598-4400

Pennsylvania (Newtown) - 826 Newtown Yardley Road | Suite 201 | Newtown, PA 18940 | PH: (267) 685-0276 | Fax: (267) 685-0361

Pennsylvania (Philadelphia) - 1515 Market Street | Suite 1920 | Philadelphia, PA 19102 | PH: (215) 253-4888

Texas (Austin) - 901 Mopac Expressway South | Barton Oaks Plaza One | Suite 300 | Austin, Texas 78746 | PH: (512) 646-2646

Texas (Dallas) - 714 S. Greenville Avenue | Suite 100 | Allen, TX 75002 | PH: (972) 534-2100

Texas (Houston) - 6925 Portwest Drive | Suite 100 | Houston, TX 77024 | PH: (281) 789-6400

Please visit our websites:



Connect with us:



Dynamic Engineering News

- Dynamic is hiring! Qualified candidates seeking a position with one of our growing companies should submit their resumes to hr@dynamiccec.com . Please see our website for more details.
 - Dynamic Engineering to attend ICSC Las Vegas on May 22-24, 2022.
 - Dynamic Engineering has been placed on NJBIZ's Best Places to Work in 2021 for the 10th year in a row!
-

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June 22nd, 2022

City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

Attn: Development Review Committee

**RE: Seagis Port 95 Building D
3400 SW 34th Court
Dania Beach, FL 33312
Parcel ID: 504220520020, 504229430011 &
504220520010
Broward County
DECPC #0196-99-037
Reference Number: RZ-022-22SP-023-22**

To Whom It May Concern,

On behalf of our client, SPG Port 95 2 LLC, please find our responses to Landscaping, Fire, and Engineering comments in regard to your comment letter dated May 20, 2022. The responses have been provided in bold for your reference.

LANDSCAPING COMMENTS:

1. Staff will be verifying the submitted tree survey/disposition plan and will advise of any revisions needed.

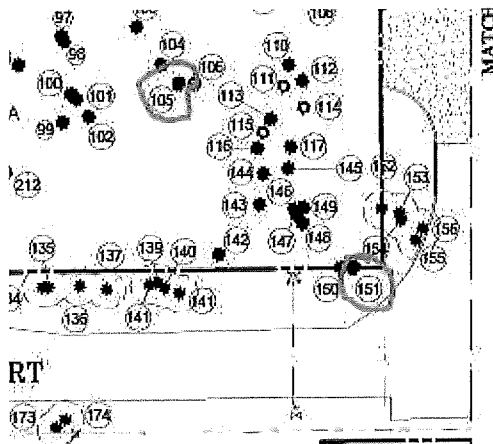
Updated Comment: Requested revisions related to the provided tree disposition table are included below.

- The entire table needs to include condition ratings (Good/Fair/Poor/Dead) for all trees.
- Tree canopy spread measurements are required so staff can verify canopy estimates.
- Tree 184 appears to be large enough to require a specimen tree appraisal.
- Tree 180 is identified as a specimen, however the City's Community Development Director has identified black olive trees as nuisance/invasive trees which do not qualify for specimen appraisal. Mitigate black olives at 25% in accordance with other Category 1 invasive trees.

Response: The landscape plan sheet LP-2 was revised to include mitigation table additions of condition ratings and canopy spread. An arborist report was submitted that includes evaluation for trees 184 and 105. Results show two trees in poor condition. We agreed to identify tree 105 as fair and amended the tree list plus

5 more Ficus trees were changed to specimen status. 180 was removed from the specimen list. Fee in lieu calculations were updated for invasive, non-invasive and specimen tree categories.

1) UPDATED. The tree survey verification has been completed and the markups are attached for incorporation. The City is requiring that specimen strangler fig trees # 151 and 105 be evaluated for retention or relocation on-site.



Per Section 825-90 of Dania's Land Development Code:

Sec. 825-90. - Tree relocation.

A) *[Relocation plan.]* Before the city issues a tree removal license that allows the replacement of any tree, the applicant must demonstrate that relocation is not a viable alternative. Relocation shall occur either within the site or off site with the concurrence of the city, where the site is public property, or with the concurrence of the property owner, where the site is private property. The site shall be in reasonable proximity to the original site and have physiographic conditions similar to the original site. If any tree is to be located either onsite or offsite, a relocation plan shall be submitted. Relocation plans, as required by this section, must first be reviewed and approved prior to granting the tree removal license. Before a license is issued for tree relocation, performance bonds may be required to be posted.

(B) *Methods for relocation.* The following guidelines shall be utilized to ensure successful transplanting of trees designated for transplanting:

(1) Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree.

(2) Trees should be transplanted at an appropriate time based on climate and species requirements. Transplantations should be avoided during periods where irrigation is restricted to the extent that it may have a negative impact on tree survival. The city may approve an extension of the tree removal license in this situation.

(3) Adequate spaces for root and crown development shall be provided.

(4) Trees shall be root and canopy pruned according to ANSI A-300 standards a minimum of thirty (30) days prior to transplanting.

(5) During and following transplanting, the root ball and trunk shall be protected. The root ball must be kept moist at all times.

(6) Transplanted trees shall be braced for at least one (1) year.

(7) Transplanted trees shall not be fertilized at planting time, but shall be watered sufficiently until the tree growth is re-established.

(8) All crown pruning shall be done in accordance with the American National Standards Institute (ANSI A-300) as amended.

Response: The landscape plan sheet LP-1 thru LP-3 were revised to include preservation and protection for tree #151. No trees will be relocated. A note was added the plan requiring restoration pruning of existing trees and palms per ANSI A-300 standards.

2. The project appears to consider all proposed landscaping trees for tree removal mitigation, but only trees proposed in excess of the minimum landscaping requirements can be considered for onsite mitigation. Revise or clarify the mitigation plan accordingly.

Updated Comment: The revisions capture most of the mitigation requirements, but fail to include the requirements of Section 825-100(A)(5) which requires an additional 50% canopy mitigation for all new or amended developments. In addition, the landscape calculations summary should be revised so that the difference between total "provided" trees and total "required" trees is equivalent to the number of excess trees being considered for mitigation credit. Update all mitigation related calculations to address these items.

Response: The landscape plan sheets LP-1 and LP-2 were revised to include new calculations for 150% canopy mitigation for non-invasive trees and palms. The landscape calculations on sheet LP-3 were revised to include identification of mitigation trees as well as a separate tree schedule to make clear that mitigation trees are counted separately from code required trees.

3. Trees proposed on the south and east sides of the structure are labeled VUA but there is no VUA within the property limits on these two sides of the structure. Please reclassify as Perimeter Buffer (Sec. 275-120) or Non-VUA (Sec. 275-140) as applicable and update the design and landscape requirements table accordingly to meet the specific requirements. A hedgerow is required along both the southern and eastern boundaries. (TIER 1).

Updated Comment: Thank you for the revised design, however the landscape calculations/requirements summary needs to separate the VUA buffer (275-90) from the Perimeter Buffer (275-120) in areas not adjacent to VUAs.

Response: The landscape plan sheet LP-3, east side of the building, was revised to separate and identify VUA Buffer and East Perimeter Buffer with individual tree calculations. A hedge is shown along the east side and south sides of the property. Trees along the south side of the property are labeled as south buffer

trees. Tree labels and calculations are included for the two eastern buffer strips, and the landscape calculations table was revised to update the east buffer descriptions.

4. Section 275-140 in the landscape requirements table reflects total project landscaping proposed. Please revise to reflect only Non-VUA area landscaping that is directly applicable to this requirement.

Updated Comment: The INT designations are clear and represent the correct trees, but the landscape data table indicates 56 trees are provided, when a count of all trees labeled INT exceeds 56 trees. Please identify the total number of INT trees provided.

Response: The landscape plan sheet LP-3 was revised to include to include better identification of tree categories with updated tree ID tags, and landscape calculations now clearly identifying mitigation trees, VUA trees, interior trees, and buffer trees with quantities.

FIRE COMMENTS:

TIER 1 COMMENTS:

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Fire Department Access Information as follows:
 - All turning radii (demonstrated) NFPA 1.18.2.3.5.1
 - Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside [1:18.2.3.5.3] [AHJ] Sheet C1.08- 34 CT side
 - When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length.
 - Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.5.1.1]

Response: See attached for the email correspondence from David Zipoli, who redacted the comments issued above.

ENGINEERING COMMENTS:

TIER 1 COMMENTS:

1. Please provide a response letter for following Tier 1 comments. Please give specific responses to the open issues, not generic responses such as "see plan" or "corrected".

Response: A written response to the comments is provided via this comment response letter.

2. Please demonstrate the berm / swale elevation of 4.51 / 4.60 on the plan. Please update the sections as necessary, specifically A, B, and C.

Response: The Site Berm is set at 4.60, above the 25- year – 3-day peak stage results. Section A-A now provides a swale, with a bottom elevation of 4.55 below the minimum berm elevation, adjacent to the eastern sidewalk with handrails for ADA edge protection. Additionally, Section A-A now shows the sidewalk grading into the site rather than grading out to prevent flow off-site. Section B-B now provides the elevations that match sheet C3.00. Section C-C now shows the addition of the sidewalk within the ROW. Section C-C provides a 6" curb before the landscape area to alleviate impervious sheet flow off-site. See revised Sheet C3.00 Paving, Grading & Drainage Plan and Sheets C3.03 and C3.04 Cross Sections.

3. The BC Water and Wastewater letter indicates that you need a water and sewer capacity letter from the City of Hollywood since they will treat the water and sewer. Please provide the letter(s) from the City of Hollywood.

Response: The utility availability letter from the City of Hollywood is now provided with this resubmittal.

4. Please provide the letter from the waste management company confirming that they have the capacity to service the project.

Response: The availability letter from Waste Management is now provided with this resubmittal. Additionally, see attached email correspondence with Heidi Henderson, Engineering Plans Reviewer, who stated the received letter from Waste Management fulfills the comment issued. Additionally, a revised letter from Waste Management has been received since email correspondence with Heidi to match demand exactly shown on plans, and is attached to this letter.

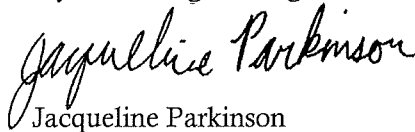
5. Please indicate a new 5-foot sidewalk in the ROW adjacent to the property line along SW 26th Terrace.

Response: See revised Plan Sheet C1.00 Site Plan A and C3.00 Paving, Grading & Drainage Plan for the addition of the sidewalk along SW 26th Terrace within the ROW.

Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

Dynamic Engineering Consultants, PC



Jacqueline Parkinson
Senior Design Engineer

Jasmine Penuela

From: Jacqueline Parkinson
Sent: Thursday, May 26, 2022 1:29 PM
To: Angel Pinero
Subject: FW: Seagis Port 95 @ Building D Fire Comments

Categories: Filed by Newforma

Jacqueline Parkinson

Senior Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

From: Zipoli, DAVID <DAVID_ZIPOLI@sheriff.org>
Sent: Thursday, May 26, 2022 1:25 PM
To: Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 @ Building D Fire Comments

Good Afternoon Mr. Parkinson,

After further review of your plan with my plan reviewer, we will approve the existing turning radius.

It was not clear that your entrance was also the existing entrance for the other three buildings until I went on Google Earth to show him your property.

With that said I will call CAP and have them reassign it to me and I will approve it.

I apologize for any inconvenience.

Respectfully submitted,

David Zipoli

David Zipoli

Lieutenant Fire Prevention

Fire Inspector

Fire Investigator

Fire Plans Reviewer

Broward Sheriff Fire Rescue & Emergency Services Dept.

Fire Prevention Bureau--Dania Beach District

103 W Dania Beach Blvd.

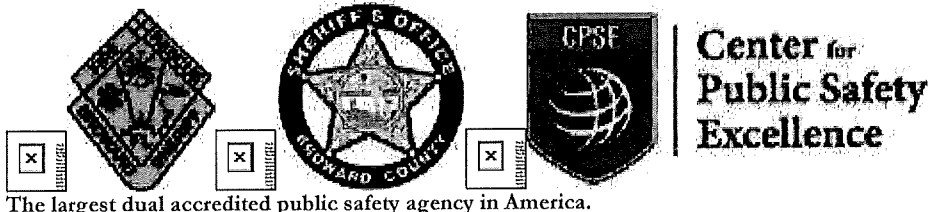
Dania Beach, FL 33004

Tel: 954-342-4262

Fax: 954-342-4265

david_zipoli@sheriff.org

www.sheriff.org



The largest dual accredited public safety agency in America.

Please note that Florida has a broad public records law, and that all correspondence sent to me via email may be subject to disclosure.

-----Original Appointment-----

From: Jacqueline Parkinson [mailto:jparkinson@dynamiccec.com]

Sent: Thursday, May 26, 2022 12:12 PM

To: Angel Pinero; Zipoli, DAVID

Subject: Seagis Port 95 @ Building D Fire Comments

When: Thursday, May 26, 2022 3:00 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Vai Teams

[EXTERNAL EMAIL WARNING] This email originated outside Broward Sheriff's Office Email System. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report suspicious email to SECNOC@sheriff.org.

You're invited to join a Microsoft Teams meeting

Title: Seagis Port 95 @ Building D Fire Comments

Time: Thursday, May 26, 2022 3:00:00 PM Eastern Daylight Time

Join on your computer or mobile app

[Click here to join the meeting](#)

Dynamic Engineering News

-
- Dynamic is hiring! Qualified candidates seeking a position with one of our growing companies should submit their resumes to hr@dynamiccec.com . Please see our website for more details.
 - Dynamic Engineering to attend ICSC Las Vegas on May 22-24, 2022.
 - Dynamic Engineering has been placed on NJBIZ's Best Places to Work in 2021 for the 10th year in a row!
-

Disclaimer

This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of this email text or attachments. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus free. The sender does not accept liability for any errors or omissions. Any drawings, sketches, images, or data are to be understood as copyright protected.

May 2, 2022

Jasmine Penuela
jpenuela@dynamicec.com
100 NE 5th Avenue, Suite B2
Delray Beach, Florida 33483
Via email: jpenuela@dynamicec.com

**Re: Water and Sewer Availability for
3410 SW 34th Ct Dania Beach, FL 33312
Folio ID #s: 504220520010 & 504220120040**

Dear Miss. Jasmine Penuela,

This is in response to your request regarding the water and sewer service conveyance and capacity for the subject project. This property is currently serviced by Broward County Water and Wastewater Services. This is to affirm the City of Hollywood Water Treatment Plant and Southern Regional Wastewater Treatment Plant (SRWWTP) serving the above referenced site has sufficient supply and treatment capacity reserved to satisfy the proposed demands of said site to maintain concurrence. Note this is based on the current demands and capacity which are subject to change due to additional permitted development.

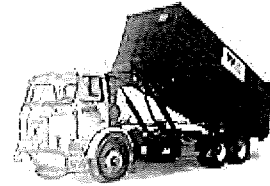
Should you need additional information, please do not hesitate to contact me at 954-921-3302 or via email at averea-feria@hollywoodfl.org. Thank you.

Sincerely,



Alicia Vereia-Feria, CFM
Floodplain Development Review Administrator
City of Hollywood, Florida
Department of Public Utilities
Engineering & Construction Services
2600 Hollywood Blvd, Room 308
Hollywood, FL 33022

Cc: Giselle Hipolito



May 27, 2022

Seagis Port 95 at Building D
C/O Dynamic Engineering
3410 SW 34th Ct
Dania Beach, FL 33312

To Whom It May Concern:

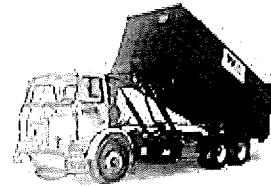
After reviewing, the site plan for Seagis, Waste Management will have no problem providing service at this location. Based on the square footage of the facility which is 51,500 and translates into approximately 925 lbs. per day between office and warehouse space. Our recommendation for service is to provide 1-8yd front load container for MSW serviced 6X per week. Additionally, we recommend for recycling 1-4yd yard front load container serviced 1/2 times per week for cardboard/single stream recycling.

If you have any questions, I can be reached at (954)-439-4214.

Very truly yours,

Lee Chayet

Lee Chayet
Senior Account Manager
954-439-4214 cell
lchayet@wm.com



July 22, 2022

Seagis Port 95 at Building D
C/O Dynamic Engineering
3410 SW 34th Ct
Dania Beach, FL 33312

To Whom It May Concern:

After reviewing, the site plan for Seagis, Waste Management will have no problem providing service at this location. Based on the square footage of the facility which is 51,500 and translates into approximately 928.32 lbs. per day between office and warehouse space. Our recommendation for service is to provide 1-8yd front load container for MSW serviced 6X per week. Additionally, we recommend for recycling 1-4yd yard front load container serviced 1/2 times per week for cardboard/single stream recycling.

If you have any questions, I can be reached at (954)-439-4214.

Very truly yours,

Lee Chayet

Lee Chayet
Senior Account Manager
954-439-4214 cell
lchayet@wm.com

Jasmine Penuela

From: Heidi Henderson <HHenderson@cgasolutions.com>
Sent: Wednesday, June 1, 2022 2:04 PM
To: Angel Pinero; Jasmine Penuela
Cc: Jacqueline Parkinson
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Yes, that is pretty close.

Thank you so much.

Heidi Belle Henderson, P.E.
Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamicec.com>
Sent: Wednesday, June 1, 2022 2:00 PM
To: Heidi Henderson <HHenderson@cgasolutions.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Cc: Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good afternoon Heidi,

The letter lists "approximately 925 lbs", while the plan calculations are 928.32lbs. We believe this is very well in line with the plans. Please let us know if you disagree.

Regards,

Ángel Piñero, PE (FL, MD)
Principal
Dynamic Engineering Consultants, PC
Licensed Professional Engineers throughout the United States
[LinkedIn Profile](#)

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483
C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgasolutions.com>
Sent: Wednesday, June 1, 2022 1:11 PM
To: Jasmine Penuela <jpenuela@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi, this looks good. Please confirm the quantity in the letter is consistent with the quantity on the plan.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jasmine Penuela <jpenuela@dynamiccec.com>

Sent: Wednesday, June 1, 2022 1:07 PM

To: Heidi Henderson <HHenderson@cgsolutions.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Afternoon Heidi,

I hope you had a wonderful weekend! I am kindly following up on the below. May you please confirm that the attached letter from Waste Management meets the comment that was issued?

Respectfully,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6105

From: Jasmine Penuela <>

Sent: Friday, May 27, 2022 6:05 PM

To: 'Heidi Henderson' <HHenderson@cgsolutions.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Evening Heidi,

I hope you had a great week! Please find attached the revised and signed letter from Waste Management.

We are looking forward to your confirmation that the comment has been met.

Should you have any questions, please feel free to contact myself or my team Cc'd.

Have a wonderful weekend,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6105

From: Heidi Henderson <HHenderson@cgasolutions.com>

Sent: Tuesday, May 24, 2022 10:45 AM

To: Jasmine Penuela <jpenuela@dynamiccec.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

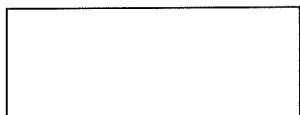
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

That looks OK.. but it is in Word. Please have them add the estimated quantity the matches your plan and have them sign the letter.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jasmine Penuela <jpenuela@dynamiccec.com>

Sent: Tuesday, May 24, 2022 10:43 AM

To: Heidi Henderson <HHenderson@cgasolutions.com>

Cc: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Morning Heidi,

I hope you had a great weekend! I am kindly following up on the comment issued regarding the letter from Waste Management. Please see attached for the capacity letter and correspondence with Waste Management.

May you please confirm that this fulfills the comment?

Should you have any questions, please feel free to contact us.

Kind Regards,

Jasmine Penuela

Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

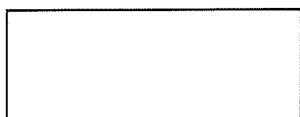
PH: (561) 921-8570 Ext. 6105

From: Heidi Henderson <HHenderson@cgasolutions.com>
Sent: Wednesday, May 18, 2022 2:36 PM
To: Jasmine Penuela <jpenuela@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi, it does not specify if they have the capacity to support the project. You can email her or ask for an updated letter confirming that and that will suffice.

Thank you so much!

Heidi Belle Henderson, P.E.
Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jasmine Penuela <jpenuela@dynamicec.com>
Sent: Wednesday, May 18, 2022 2:27 PM
To: Heidi Henderson <HHenderson@cgasolutions.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good Afternoon Heidi,

I hope you are having a great week so far! Please see the attached email correspondence received from Waste Management stating they are able to service the area. Would this fulfill the comment that was issued?

Kind Regards,

Jasmine Penuela
Design Engineer
Dynamic Engineering Consultants, PC
Licensed Professional Engineers throughout the United States

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483
PH: (561) 921-8570 Ext. 6105

From: Heidi Henderson <HHenderson@cgasolutions.com>
Sent: Tuesday, May 17, 2022 12:44 PM
To: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi Angel,

I am not sure about a contact person. Please call their main line.

I added the following comment:

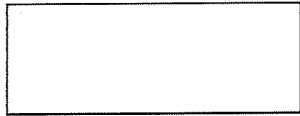
1. Please indicate a new 5-foot sidewalk in the ROW adjacent to the property line along SW 26th Terrace.

Per our conversation, I may not be on the call, but please let me know if you need anything further to assist you in your review.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamiccec.com>

Sent: Friday, May 13, 2022 11:34 AM

To: Heidi Henderson <HHenderson@cgasolutions.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Cc: Jasmine Penuela <jpenuela@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Thanks, does the City have a contact person?

Regards,

Ángel Piñero, PE (FL, MD)

Principal

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

[LinkedIn Profile](#)

Please note I will be out of office during 5/18-5/20.

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgasolutions.com>

Sent: Friday, May 13, 2022 8:31 AM

To: Angel Pinero <apinero@dynamiccec.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Cc: Jasmine Penuela <jpenuela@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hi, yes, Waste Management.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamicec.com>
Sent: Thursday, May 12, 2022 5:55 PM
To: Heidi Henderson <HHenderson@cgsolutions.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Thank you Heidi.

Did you by any chance receive a reply on the contact for waste management?

Regards,

Ángel Piñero, PE (FL, MD)

Principal

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

[LinkedIn Profile](#)

Please note I will be out of office during 5/18-5/20.

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483
C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Thursday, May 12, 2022 2:50 PM
To: Angel Pinero <apinero@dynamicec.com>; Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Pending comments as of now.

TIER 1 COMMENTS:

1. Please provide a response letter for following Tier 1 comments. Please give specific responses to the open issues, not generic responses such as "see plan" or "corrected".
2. Please demonstrate the berm / swale elevation of 4.51 / 4.60 on the plan. Please update the sections as necessary, specifically A, B, and C.
3. The BC Water and Wastewater letter indicates that you need a water and sewer capacity letter from the City of Hollywood since they will treat the water and sewer. Please provide the letter(s) from the City of Hollywood.
4. Please provide the letter from the waste management company confirming that they have the capacity to service the project.

Thank you so much.

Heidi Belle Henderson, P.E.

Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company

1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Angel Pinero <apinero@dynamiccec.com>

Sent: Thursday, May 12, 2022 2:35 PM

To: Heidi Henderson <HHenderson@cgsolutions.com>; Jacqueline Parkinson <jparkinson@dynamiccec.com>

Cc: Jasmine Penuela <jpenuela@dynamiccec.com>

Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Good afternoon Heidi,

We don't have a capacity letter / request for service letter from the garbage company right now, we did not think we needed to provide this as we did not see a comment asking for this letter. The only comment that could be related was comment #4 and when discussed was to show the refuse truck being able to pickup trash from the enclosure.

Please see attached the letter from City of Hollywood.

We are attempting to get on schedule for the next hearing, this is why we tried to vet out all the comments with reviewers individually before submitting, we would gladly reach out to the garbage company and ask for this letter, I don't expect this to be an issue since they already serve the three adjacent buildings. Does the City have a contact to reach out to for new developments?

I tried calling you to see how the review is going in general, but I believe we managed to address all the comments we had discussed prior to resubmittal. If anything else comes up please don't hesitate to reach out, if there is anything we can do on our end to be able to satisfy all Tier 1 comments and move on to hearing based on this resubmittal please let us know.

We look forward to a favorable review and recommendation for hearing. Thank you.

Regards,

Ángel Piñero, PE (FL, MD)

Principal

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

[LinkedIn Profile](#)

Please note I will be out of office during 5/18-5/20.

100 NE 5th Avenue | Suite B2 | Delray Beach, Florida 33483

C: (787) 460-3469

From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Thursday, May 12, 2022 1:44 PM
To: Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

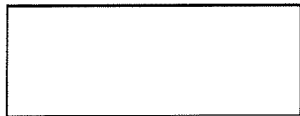
Hi Jacqueline,

Do you have a capacity letter / request for service letter from the garbage company?

Do you have the water and sewer capacity letters from the City of Hollywood, per the BC WWW letter?

Thank you so much.

Heidi Belle Henderson, P.E.
Project Manager



Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6484 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Jacqueline Parkinson <jparkinson@dynamicec.com>
Sent: Tuesday, May 10, 2022 11:34 AM
To: Heidi Henderson <HHenderson@cgsolutions.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Heidi,

Please see attached for comment response letter.

Kind Regards,

Jacqueline Parkinson

Senior Design Engineer

Dynamic Engineering Consultants, PC

Licensed Professional Engineers throughout the United States

100 NE 5th Avenue, Suite B2 | Delray Beach, Florida 33483

PH: (561) 921-8570 Ext. 6103

From: Heidi Henderson <HHenderson@cgsolutions.com>
Sent: Tuesday, May 10, 2022 11:18 AM
To: Jacqueline Parkinson <jparkinson@dynamicec.com>
Cc: Angel Pinero <apinero@dynamicec.com>; Jasmine Penuela <jpenuela@dynamicec.com>
Subject: RE: Seagis Port 95 Building D- Dania Beach - RZ-022-22SP-023-22

Hello, I received your resubmittal but not the response letter. Please send this.

Thank you.

April 13, 2022

RE: New Industrial Building proposed at Seagis @ Port 95 Industrial Park
City Applications SP-023-22 and RZ 022-22

To our Neighbors:

This is to let you know about a new industrial building project proposed in the Port 95 neighborhood near your property. SPG@Port 95 has recently acquired surplus land from Broward County adjacent to the existing Seagis @ Port 95 Industrial Park located at 3400, 3402 and 3406 S.W. 26th Terrace in Dania Beach, and has submitted applications to the City to develop a new industrial building at the northeast corner of S.W. 26th Terrace and S.W. 34th Court. The new building will be approximately 51,575 s.f. with similar operational characteristics and complimentary architecture as the existing Seagis @ Port 95 Industrial Park.

We have enclosed here a reduced copy of the site plan and proposed elevation. If you have any comments or questions, please feel free to contact me:

Bradlee Lord
Seagis Property Group LP
11340 Interchange Circle North
Miramar, FL 33025
BLord@seagisproperty.com
Mobile: (610) 952-6498
Fax: (754) 816-3105

Very truly yours,



Bradlee Lord
Vice President

Enclosures

SEAGIS
Property Group LP

11340 Interchange Circle North | Miramar, FL 33025 | 610.952.6498 | www.seagisproperty.com

April 13, 2022

RE: New Industrial Building proposed at Seagis @ Port 95 Industrial Park
City Applications SP-023-22 and RZ 022-22

To our Neighbors:

This is to let you know about a new industrial building project proposed in the Port 95 neighborhood near your property. SPG@Port 95 has recently acquired surplus land from Broward County adjacent to the existing Seagis @ Port 95 Industrial Park located at 3400, 3402 and 3406 S.W. 26th Terrace in Dania Beach, and has submitted applications to the City to develop a new industrial building at the northeast corner of S.W. 26th Terrace and S.W. 34th Court. The new building will be approximately 51,575 s.f. with similar operational characteristics and complimentary architecture as the existing Seagis @ Port 95 Industrial Park.

We have enclosed here a reduced copy of the site plan and proposed elevation. If you have any comments or questions, please feel free to contact me:

Bradlee Lord
Seagis Property Group LP
11340 Interchange Circle North
Miramar, FL 33025
BLord@seagisproperty.com
Mobile: (610) 952-6498
Fax: (754) 816-3105

Very truly yours,

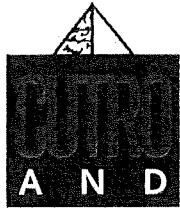


Bradlee Lord
Vice President

Enclosures

SEAGIS
Property Group LP

11340 Interchange Circle North | Miramar, FL 33025 | 610.952.6498 | www.seagisproperty.com



ASSOCIATES

CERTIFICATION LETTER

City of Dania Beach

Date: April 12, 2022

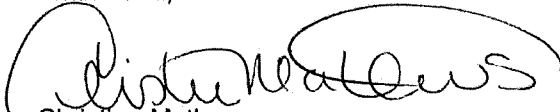
Address or

General Location: northeast corner of SW 26 Terrace and SW 34 Court

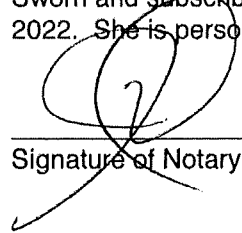
This letter certifies that the attached mailing list is a complete and accurate representation of the property adjacent to the subject property. This reflects the records on file in the Broward County Property Appraiser's Offices as of March 22, 2022.

The attached notification was mailed to the persons on the list on April 12, 2022.

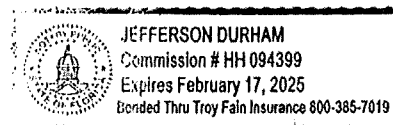
Thank You,


Christina Mathews

Sworn and subscribed before me this 12th day of April, 2022. She is personally known to me.



Signature of Notary



1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com



Port 95 Site Plan

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

500 250 0 500 Feet

folio	name	add	city	state	zip	zip 4	legal
504220000691	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	20-50-42W1/2 OF E1/2 OF SW1/4 OF SE1/4 OF SE1/4, LESS S 20 FOR RD & ALSO S 200 OF NW1/4 OF SE1/4 OF SE1/4, LESS W 15 THEREOF & LESS S 35 OF E 20 OF W 35 ALSO LESS PORTION LYING OUTSIDE LIMITS OF CITY OF DANIA
504220020271	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		SEABOARD FARMS 18-22 BTRACT 12 W 278.35 LESS W 92 OF N 175, LESS N 25 FOR RD & LESSE 125 OF W 278.35 OF S 60 OF N 205
504220020272	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		SEABOARD FARMS 18-22 BTR 12 E 125 OF W 278.35 OF S 60 OF N 205
504220060180	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOTS 1 & 2 DESC AS COMM AT SE COR OF LOT 3, W 368, N 80 TO POB, W 84.02, N 75, E 103, S 20, W 205 55 TO POB
504220060181	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 125 BLK 3
504220060182	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 185 BLK 3
504220060183	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT LOT 2 DESC AS COMM SE COR OF LOT 3, W ALG S/L 368 FOR POB, CONT W 85.12, NLY 80, E 84.02, SLY 80 TO POB BLK 3
504220060184	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 1 DESC AS BEG AT NE COR OF LOT 1, S 140, W 50 N 35, W 15, N 105, E 65 TO POB BLK 3
504220060185	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 245 BLK 3
504220060186	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 LESS E 245 & LESS W 15 BLK 3
504220060187	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SE COR OF LOT 3, W 294.4 TO POB, W 73.6, N 110, E 73.6, S 110 TO POB BLK 3
504220060188	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SE COR OF LOT 3, W 220.8 TO POB, CONT W 73.6, N 110, E 73.6, S 110 TO POB BLK 3
504220060189	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOTS 2 & 3 DESC AS COMM AT SE COR OF LOT 3, W 147.2 TO POB, CONT W 73.6, N 110, E 73.6, S 110 TO POB BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	FL	33316		TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	FL	33316		TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060191	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BTHAT PT OF LOTS 1, 2 & 3 DESC AS COMM AT SE COR OF LOT 3, N 110 TO POB, CONT N 28.42, W 199.98, N 35, W 250.92, S 22.82, E 103, S 20, W 20, S 25, E 368 TO POB BLK 3
504220060192	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3, W 73.6 TO POB, CONT W 73.6, N 110, E 73.6, S 110 TO POB BLK 3
504220060193	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3, W 73.6, N 110, E 73.6, S 110 TO POB BLK 3
504220060200	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 4 BLK 3
504220060210	FLORIDA TRUCK TOWN INC	2708 NE 16 ST	FORT LAUDERDALE	FL	33304		TROPIC FARMS 24-30 BLOTS 5, 6 & 7 BLK 3 TOG WITH SEABOARD FARMS 18-22 B TR 12 W 92 OF N 175 LESS N 25 FOR RD
504220090030	KERM ROBERT KEMP TRKEMP, KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	FL	33332		LAKEVIEW VILLAGE 40-45 BLOT 2
504220090040	KERM ROBERT KEMP TRKEMP, KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	FL	33332		LAKEVIEW VILLAGE 40-45 BLOT 3 LESS W 15 FOR RD
5042200900290	K WAREHOUSE LLC	2185 N ROCK ISLAND RD	MARGATE	FL	33063		LAKEVIEW VILLAGE 40-45 BLOT 29, LESS RD RAW
504220300010	2365 ASSOCIATION INC% JOEL BAUM	9401 COLLINS AVE #405	SURFSIDE	FL	33154		KAHN ADDITION 125-39 BPARCEL A TOGETHER WITH PT OF E1/2 OF SW 24 AVE LYING N OF WLYEXT OF N RW/L OF SW 34 ST & LYING S OF ELY EXT OF NL OF LOT 1 BLK 1, LAKEVIEW VILLAGE ADD TOGETHER WITH EXT AREA OF 25 FT RAD CUR AT SW COR OF PAR A, LESS PT DESC AS COMM AT SE COR PAR A N 203.61, W 5.25 TO POB W 65.33
504220300011	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A 58.92, W 5.25 TO POB, CONT W 65.33, S 24.39, E 65.33, N 24.39 TO POB AKA UNIT 1
504220300020	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A 58.92, W 5.25 TO POB, CONT W 65.33, S 24.25, E 65.33, N 24.25 TO POB AKA UNIT 2
504220300030	MARTON SERVICES INC	2365 SW 34 ST BAY 3	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OR PARCEL A, N ALG E/L PARCEL A FOR 82.98, W 5.25 TO POB, CONT W 65.33, S 24.06, E 65.33, N 24.06 TO POB AKA UNIT 3
504220300040	TSCTR LLC	5013 GARFIELD ST	HOLLYWOOD	FL	33021		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A FOR 107.04, W 5.25 TO POB, CONT W 65.33, S 24.06, E 65.33, N 24.06 TO POB AKA UNIT 4
504220300050	ANGALUR LLC	201 NE 1 ST	DANIA BEACH	FL	33004		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A FOR 131.10, W 5.25 TO POB, CONT W 65.33, S 24.06, E 65.33, N 24.06 TO POB AKA UNIT 5
504220300060	H & R HYDRO-PULL INC	2365 SW 34 ST BAY 6	FORT LAUDERDALE	FL	33312	5012	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A FOR 155.18, W 5.25 TO POB, CONT W 65.33, S 24.06, E 65.33, N 24.06 TO POB AKA UNIT 6
504220300070	DINA N GOCKERELL REV TRGOCKERELL, DINA N TRSTEE	601 SW 8 TER	FORT LAUDERDALE	FL	33315		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A FOR 179.22, W 5.25 TO POB, CONT W 65.33, S 24.06, E 65.33, N 24.06 TO POB AKA UNIT 7
504220300080	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST BAY 1 & 2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A FOR 203.61, W 5.25 TO POB, CONT W 65.33, S 24.39, E 65.33, N 24.39 TO POB AKA UNIT 8
504220500013	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	FL	33410		ISGETTE'S RUNWAY 158-18 BTHAT PART OF PAR A INCLUDED WITHIN THE FOLLOWING DESC: BEG NE COR PAR H OF RUNWAY LAKES III 156-44 9 S ALG EL. OF PAR A & H292.11, W 187.58, W 716.40, NLY 284.18, ELY 903.96 TO POB TOG WITH PAR H RUNWAY LAKES III, LESS PARCEL 6 DESC IN OR 49381/1306
5042205020080	MSG P12 LLC	16690 COLLINS AVE STE 1004	SUNNY ISLES BEACH	FL	33160		RAVENSWOOD 26TH AVE FLL AIRPORT PLAT (PLAT 7) 162-9 BPARCEL H TOG W POR PARCEL ADJP AIRPORT WEST PLAT 178-69 BDESC AS COMM SW COR OF SAID PAR A, E 873.09 TO POB, CONT E 246.75, S 62.28, NWLY 255.03 TO POB TOG W POR OF SE1/4 OF SW1/4 OF SEC20-50-42 DESC AS BEG NW COR SAID PAR H, SLY 280.95, W 40.03, NLY
5042205030010	CONNER, NATHAN W & MARIA T	5761 SW 17 ST	PLANTATION	FL	33317	5905	UNI. FAB. PLAT 162-48 BPARCEL A
5042205800010	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	FL	33410		DJP AIRPORT WEST PLAT 178-69 BPOR OF PAR A AND A POR OF PAR A ISGETTE'S RUNWAY 158-18 B DESCAS BEG NE COR PAR A, S 199.57, SW 199.03, SW 274.97, NE 286.35, SE 125, SW 192.35, SW 105.92, NW 110.23, NW 39.75, NW 464.54, NE 133.90, NW 7.44, NE 187.77, SE 7.11, NE 15 TO POB & TOGETHER WITH PARCEL I OF RAVENSWOOD 26TH AVE

FOLIO	OWNER NAME	STREET ADDRESS	CITY	ZIP	LEGAL DESCRIPTION
504220000691	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	33301	20-50-42W1/2 OF E1/2 OF SW1/4 OF SE1/4OF SE1/4, LESS S 20 FOR RD & ALSOS 200 OF NW1/4 OF SE1/4 OFSE1/4, LESS W 15 THEREOF & LESSS 35 OF E 20 OF W 35ALSO LESS PORTION LYING OUTSIDELIMITS OF CITY OF DANIA
504220020271	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	SEABOARD FARMS 18-22 BTRACT 12 W 278.35 LESS W 92 OFN 175, LESS N 25 FOR RD & LESSE 125 OF W 278.35 OF S 60 OFN 205
504220020272	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	SEABOARD FARMS 18-22 BTR 12 E 125 OF W 278.35 OFS 60 OF N 205
504220060180	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOTS 1 & 2 DESC AS COMM ATSE COR OF LOT 3, W 368, N 80 TOPOB, W 84.02, N 75 E 103, S 20 W 205 S5 TO POB
504220060181	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 125BLK 3
504220060182	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 185BLK 3
504220060183	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT LOT 2 DESC AS COMM SE COR OFLOT 3, W ALG S/L 368 FOR POB, CONTW 85.12, NLY 80 E 84.02, SLY 80 TOPOB BLK 3
504220060184	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 1 DESC AS BEG AT NECOR OF LOT 1, S 140, W 50, N 35, W 15, N 105, E 65 TO POB BLK 3
504220060185	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 245BLK 3
504220060186	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 LESS E 245 & LESSW 15 BLK 3
504220060187	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3, W 294.4 TO POB, W 73.6 N 110 E 73.6, S 110 TO POBBLK 3
504220060188	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3, W 220.8 TO POB, CONT W 73.6 N 110 E 73.6, S 110 TO POB BLK 3
504220060189	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOTS 2 & 3 DESC AS COMMAT SE COR OF LOT 3, W 147.2 TOPOB, CONT W 73.6 N 110 E 73.6, S 110 TO POB BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	33316	TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	33316	TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060191	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BTHAT PT OF LOTS 1,2 & 3 DESCAS COMM AT SE COR OF LOT 3, N 110TO POB, CONT N 29.42, W 199.98, N 35, W 250.92, S 22.82, E 103.520, W 20, S 25 E 388 TO POB BLK 3
504220060192	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3, W 73.6 TO POB, CONT W 73.6, N 110 E 73.6, S 110 TO POB BLK 3
504220060193	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3, W 73.6, N 110, E 73.6, S 110 TO POB BLK 3
504220060200	FLORIDA TRUCK TOWN INC KERM ROBERT KEMP TRKEMP, KERM ROBERT TRSTEE ETAL	2708 NE 16 ST	FORT LAUDERDALE	33304	TROPIC FARMS 24-30 BLOTS 5,6 & 7 BLK 3 TOG WITHSEABOARD FARMS 18-22 B TR 12W 92 OF N 175 LESS N 25 FOR RD
504220060210	KERM ROBERT KEMP TRKEMP, KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	33332	LAKEVIEW VILLAGE 40-45 BLOT 2
504220090040	KERM ROBERT KEMP TRKEMP, KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	33332	LAKEVIEW VILLAGE 40-45 BLOT 3 LESS W 15 FOR RD
504220090290	K WAREHOUSE LLC	2185 N ROCK ISLAND RD	MARGATE	33063	LAKEVIEW VILLAGE 40-45 BLOT 29, LESS RD RW
504220300010	2365 ASSOCIATION INC% JOEL BAUM	9401 COLLINS AVE #405	SURFSIDE	33154	KAHN ADDITION 125-39 BPARCEL A TOGETHER WITH PT OFE1/2 OF SW 24 AVE LYING N OF WLYEXT OF N RAWL OF SW 34 ST & LYING S OF ELY EXT OF N/L OFLOT 1 BLK 1, LAKEVIEW VILLAGE ADTOGETHER WITH EXT AREA OF 25 FTTRAD CUR AT SW COR OF PAR A, LESSPT DESC AS COMM AT SE COR PAR A N 203.61, W 5.25 TO POB, W 65.33.
504220300011	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L 34.67, W 5.25 TO POB, CONT W 65.33, S 24.39, E 65.33, N 24.39 TO POBACA-UNIT 1
504220300020	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS COMMAT SE COR OF PARCEL A, N ALG E/L PARCEL A 58.92, W 5.25 TO POB, CONT W 65.33, S 24.25, E 65.33, N 24.25 TO POBACA-UNIT 2

504220300030	MARTON SERVICES INC	2365 SW 34 ST BAY 3	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LP,PARCEL A FOR 82.98,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 3
504220300040	TSCTR LLC	5013 GARFIELD ST	HOLLYWOOD	33021	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LP,PARCEL A FOR 107.04,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 4
504220300050	ANGALLIR LLC	201 NE 1 ST	DANIA BEACH	33004	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A, N ALG E/LP,PARCEL A FOR 131.10,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 5
504220300060	H & R HYDRO-PULL INC	2365 SW 34 ST BAY 6	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LP,PARCEL A FOR 155.16,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 6
504220300070	DINA N GOCKERELL REV TRGOCKERELL,DINA N TRSTEE	601 SW 8 TER	FORT LAUDERDALE	33315	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LP,PARCEL A FOR 179.22,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 7
504220300080	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST BAY 1 & 2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LP,PARCEL A FOR 203.61,W 5.25 TOPOB,CONT W 65.33,S 24.39,E 65.33N 24.39 TO POBAKA:UNIT 8
504220500013	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	33410	ISGETTE'S RUNWAY 158-18 B THAT PART OF PAR A INCLUDED WITHIN THE FOLLOWING DESC:BEG NECOR PAR H OF RUNWAY LAKES III158-44 B S ALG E/L OF PAR A & H292.11,W 187.58,W 716.40,NLY284.18 ELY 903.96 TO POB TOGWMTH PAR H RUNWAY LAKES III,LESS PARCEL 6 DESC IN OR 49381/1306
5042205020080	MSG P12 LLC	16890 COLLINS AVE STE 1004	SUNNY ISLES BEACH	33160	RAVENSWOOD 26TH AVE ELL AIRPORT PLAT (PLAT 7) 162-8 B PARCEL H TOG/W POR PARCEL ADUP AIRPORT WEST PLAT 178-69 BDESC AS,COMM SW COR OF SAID PAR A,E 873.09 TO POB,CONT E 246.75,S 62.28,NWLY 255.03 TO POB TOGWMTH PAR H SW1/4 OF SEC20-50-42 DESC AS BEG NW COR SAID PAR H SLY 280.95,W 40.03,NLY
5042205030010	CONNER,NATHAN W & MARIA T	5761 SW 17 ST	PLANTATION	33317	UNIL FAB, PLAT 162-48 B PARCEL A
5042205080010	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	33410	DUP AIRPORT WEST PLAT 178-69 BPOR OF PAR A AND A POR OF PAR AISGETTE'S RUNWAY 158-18 B DESCAS:BEGIN NE COR PAR A,S 199.57,SW 199.03,SW 274.97,NE 286.35,SE 125.5W 192.35,SW 705.92,NW 110.23,NW 39.75,NW 464.54,NE 133.90,NW 7.44,NE 187.77,SE 7.11,NE 15 TO POB & TOGETHER WITH PARCEL I OF RAVENSWOOD 26TH AVE



RZ-022-22 REZONING
SP-023-22 SITE PLAN

APPLICANT:
SPG PORT 95 2

PROPERTY ADDRESS:
3410 SW 26 TERRACE

PROPOSED ZONING DISTRICT:
INDUSTRIAL-RESEARCH-
OFFICE-MARINE
AIRPORT APPROACH (IROM-AA)

PROPOSED COLD
STORAGE WAREHOUSE

Legend

-  SUBJECT PROPERTY
-  1000' DISTANCE BUFFER



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING ARTICLE X, ENTITLED "SMOKING RESTRICTIONS IN PUBLIC PARKS" OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES ("OFFENSES; MISCELLANEOUS"), AND CREATING SECTION 17-30, ENTITLED, "SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY'S BOUNDARIES"

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - smoking ban enactment (second reading), O-2022-025 Creating Sec. 17-30 Smoking and Vaping Restrictions in Public Parks, Beach and Within 25 Feet of Public Entrance or Exit of a Business SECO



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2022.08.10 14:24:12 -04'00'

SUBJECT: **SECOND READING** - City Regulation Relating to Smoking or Vaping
in Public Parks, Beach or Within 25 Feet of a Store Front

The Request

To approve a City regulation relating to smoking or vaping in public parks, beach, or within 25 feet of a store front.

Background

Several years ago, the Florida Legislature enacted section 386.209, entitled "Regulation of smoking preempted to state," which preempted all local regulations relating to smoking. Last year, the City adopted an ordinance striking the City's smoking policy from the Code and "reserving" section 17-30 of the Code, as the City was preempted and the language was unenforceable.

In 2022, the Florida Legislature enacted House Bill 105, an amendment to Florida Statutes 386.201, "The Florida Clean Air Act," which amendment **no longer preempts the regulation of smoking by local government**, and which was signed into law by the Governor on June 24, 2022. Therefore, consistent with the parameters of Florida Statutes 386.201, the City desires to preclude smoking or vaping in City Parks and its Beach.

Further, the City desires to restrict smoking or vaping within 25 feet of a public entrance or exit of a business located within the boundaries its jurisdiction. The City is now proposing to amend section 17-30, now entitled "Smoking and Vaping Prohibited in Public Parks, Beach and within 25 feet of a public entrance or exit of a business located within the City's boundaries. As such, it would be unlawful for any person to smoke any tobacco product or vape within the City's beach, or parks, excepting smoking in a person's vehicle, in a parking lot of the beach or park. The City also defines vaping as "the use of vapor-generating electronic devices for breathing in or inhaling tobacco products."

Recommendation

That the ordinance be approved and adopted at second reading.

Budgetary Impact

No budgetary impact anticipated.

EAB:la

Attachment: Ordinance

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage
Eric Brown, Director of Parks and Recreation Department
Cassi Waren, Assistant Director of Parks and Recreation Department

ORDINANCE NO. 2022-025
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ARTICLE X, ENTITLED “SMOKING RESTRICTIONS IN PUBLIC PARKS” OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES (“OFFENSES; MISCELLANEOUS”), AND CREATING SECTION 17-30, ENTITLED, “SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY’S BOUNDARIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several years ago the Florida Legislature enacted section 386.209, entitled “Regulation of smoking preempted to state,” which preempted all local regulations relating to smoking; and

WHEREAS, in 2022, the Florida Legislature enacted House Bill 105, an amendment to Florida Statutes 386.201, “The Florida Clean Air Act,” which amendment no longer preempts the regulation of smoking from local government, and which was signed into law by the Governor on June 24, 2022; and

WHEREAS, consistent with the parameters of Florida Statutes 386.201, the City desires to preclude smoking or vaping in City Parks and Beach; and

WHEREAS, additionally, the City desires to restrict smoking or vaping within 25 feet of a public entrance or exit of a business located within the boundaries its jurisdiction; and

WHEREAS, the Florida Legislature provides a couple of preemption exceptions to enforcement: the City cannot further regulate the smoking of unfiltered cigars, and certain entrances and exits to specific businesses; and

WHEREAS, the City desires to protect the health, safety and welfare of its residents and seeks to amend its Code to prohibit smoking and vaping in City parks, and the City beach;

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

Section 1. That Article X, entitled, “Smoking Restrictions in Public Parks” of Chapter 17, entitled “Offenses; Miscellaneous”, is amended to create Section 17-30, entitled “Smoking and Vaping Prohibited in Public Parks, Beach and within 25 feet of a public entrance

or exit of a business located within the City’s boundaries,” of the City Code of Ordinances is amended as follows:

ARTICLE X. SMOKING AND VAPING RESTRICTIONS—~~RESERVED~~

Sec. 17-30. ~~Reserved.~~ Smoking and Vaping Prohibited in Public Parks, Beach and within 25 feet of a public entrance or exit of a business located within the City’s boundaries.

- (a) It is unlawful for any person to smoke any tobacco product, except unfiltered cigars, or vape within any park and recreational areas, including but not limited to: upon or within fifty (50) feet of any playing field, court, rink, team seating area, dugout, bleacher, spectator area, playground, concession stand, recreation building or restroom.
- (b) It is unlawful for any person to smoke any tobacco product or vape within the City’s Beach or Oceanfront Park.
- (c) The prohibition of this Section shall not apply to any person smoking or vaping within a motor vehicle that is within a City park, whether or not located in a parking lot.
- (d) Vaping is defined as the use of vapor-generating electronic devices for breathing in or inhaling tobacco products.
- (e) It is unlawful to smoke or vape within 25 feet of a public entrance or exit of a business located within the City’s jurisdictional boundaries except: (i) Stand-alone bars; (ii) Retail tobacco shops; (iii) Vapor-generating electronic device retailers; or (iv) Any other business that derives no more than 10 percent of its gross revenue from food sales consumed on premises.
- (f) The City may not enforce these regulations against the smoking of unfiltered cigars.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of passage and adoption.

PASSED on first reading on July 12, 2022.

PASSED AND ADOPTED on second reading on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION

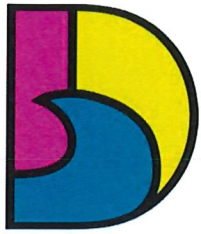
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

TX-057-22 Code fees 2nd Reading, O-2022-026 Amending Sec. 2-58 to Create Schedule of Code Enforcement Fines-Civil Penalties (TX-057-22) , Code Violation fee application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **TX-057-22:** The applicant, City of Dania Beach, is requesting a text amendment to establish code violation fees to be identified in the City's Code of Ordinances (FIRST READING).

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, c=FL, email=Candido.Sosa-Cruz@danibeach.com

Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community
Development, email=corinne.lajoie@danibeach.com, c=US
Date: 2022.07.19 16:05:46 -0400

Request

TEXT AMENDMENT

To establish code violation fees in the City's Code of Ordinances

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

BACKGROUND

On April 12, 2022, the City Commission approved a text amendment to impose a fine relating to bulk trash violations. At this time staff is proposing a comprehensive Code Enforcement Citation Program that includes a Violation Fee Schedule to be identified in the City's Code of Ordinances.

TEXT AMENDMENT

The proposed violation fees vary – from \$100, \$200, or \$250 – for first violations and increasing up to \$500 for repeat violations. Florida State Statue, Chapter 162.09 limits first time violation fees to no more than \$250.

In the table below each type of violation is identified by chapter with its associated fee level.

	Level I \$100	Level II \$200	Level III \$250
CHAPTER 2.5 - ADULT ENTERTAINMENT			X
Chapter 3 – ADVERTISING	X		
Chapter 4 - ALCOHOLIC BEVERAGES			X
Chapter 5 - ANIMALS AND FOWL		X	
Chapter 6 - BEACHES, PARKS, WATERWAYS AND RECREATION	X		

Chapter 8 – BUILDINGS		X	
Chapter 10 - COIN-OPERATED DEVICES		X	
Chapter 11 - FIRE PROTECTION AND PREVENTION			X
Chapter 12 - FLOOD DAMAGE PREVENTION		X	
Chapter 13 - HEALTH AND SANITATION (bulk trash)			X
Chapter 14 - JUNKED AND ABANDONED VEHICLES		X	
Chapter 15 - BUSINESS TAX		X	
Chapter 16 - VACATION RENTALS			X
Chapter 17 - OFFENSES—MISCELLANEOUS (noise)*			X
Chapter 21 - SALES AND AUCTIONS *		X	
Chapter 22 - STREETS AND SIDEWALKS *		X	
Chapter 28 - LAND DEVELOPMENT CODE		X	

The irreparable violation fee could be \$500 – \$5,000 based on determination of the Special Master. The list of irreparable violations identified in the proposed text amendment are listed below.

- Section 4-20 Hours of entertainment
- Section 5-11 Permitting animal to commit a nuisance
- Section 5-18 Lighting requirements for marine turtle protection
- Section 13-29 Mosquito breeding places prohibited
- Section 13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)
- Section 13-69 Bulk trash pickup
- Section 16-2 Vacation Rental
- Section 17-81 Unreasonably loud noise prohibited
- Section 17-84 Construction activity
- Section 826-100 Enforcement of the removal of healthy specimen tree

The proposed fees are consistent with the fees that have been historically applied to these types of violations.

On July 12, 2022, the City Commission approved this item on first reading.

Budgetary Impact

No change is anticipated, as these fees are consistent with the fees that have been historically collected.

Recommendation

Approve the ordinance on second and final reading.

ORDINANCE NO. 2022-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department (the “Department”) staff has evaluated existing code violation fines/penalties in order to establish a formal fine/civil penalty schedule for City Commission approval; and

WHEREAS, through its analysis, the Department has determined that industry best practices call for a formal fine/civil penalty schedule to be identified; and

WHEREAS, the establishment of such fine/civil penalty schedule will ensure that fines/penalties are assessed in a consistent and fair process; and

WHEREAS, the proposed fine/civil penalty schedule is reasonable and is attached as Exhibit “A” and is incorporated into this Ordinance by this reference and the City Commission deems it to be in the best interest of the City to adopt and codify a fine schedule,

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by this reference.

Section 2. That Chapter 2, entitled “Administration”, Article III, entitled “Supplemental Code Enforcement Procedures; Code Enforcement Citation Program”, at Section 2-58, which Section is currently reserved, is amended as follows:

* * *

**CHAPTER 2,
ADMINISTRATION**

* * *

**ARTICLE III- SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE
ENFORCEMENT CITATION PROGRAM**

* * *

Section 2-58 ~~RESERVED~~. Schedule Of Code Enforcement Fines/Civil Penalties

(a) All fines/civil penalties shall be consistent with the requirements of Florida Statutes, Section 162.21, entitled “Enforcement of county or municipal codes or ordinances; penalties” and Section 166.22, entitled “Designation of enforcement methods and penalties for violation of municipal ordinances.”

(b) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs if the City is required to remedy the dangerous, hazardous or necessary of repair situation, as provided in this Code.

(c) However, if the Special Magistrate finds the violation to be irreparable or irreversible in nature, he/she may impose a fine of \$500.00, per day the violation exists, and up to, but not exceeding, \$5,000 per violation, per day.

(d) In determining the amount of the fine, if any, the Special Magistrate shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(e) A Special Magistrate may also reduce a fine imposed pursuant to this section, upon taking into consideration the factors in subsection (d) and the testimony presented at the hearing.

(f) A certified copy of an order imposing a fine/civil penalty, or a fine/civil penalty, plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine/civil penalty imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine/civil penalty imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After three (3) months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution.

The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

- (g) The Code fine/civil penalty schedule is broken down into four (4) categories:
Level 1 - \$100.00 for first violation
Level 2 - \$200.00 for first violation
Level 3 - \$250.00 for first violation
Level 4 - \$500.00 for repeat violations, which applies to all
Level 5 - \$500.00 - \$5,000 for irreparable violations, as determined by special
master as identified in Section 2-81 and Section 826-10.

- (h) In the table below each type of violation is identified with its associated level.

- (i) Irreparable violations include, but are not limited to any of the following sections:

	<u>Level I</u> <u>\$100</u>	<u>Level II</u> <u>\$200</u>	<u>Level III</u> <u>\$250</u>
<u>CHAPTER 2.5 - ADULT ENTERTAINMENT</u> <u>CODE *</u>	-	-	<u>X</u>
<u>Chapter 3 – ADVERTISING*</u>	<u>X</u>	-	-
<u>Chapter 4 - ALCOHOLIC BEVERAGES*</u>	-	-	<u>X</u>
<u>Chapter 5 - ANIMALS AND FOWL*</u>	-	<u>X</u>	-
<u>Chapter 6 - BEACHES, PARKS, WATERWAYS</u> <u>AND RECREATION *</u>	<u>X</u>	-	-
<u>Chapter 8 – BUILDINGS*</u>		<u>X</u>	-
<u>Chapter 10 - COIN-OPERATED DEVICES *</u>	-	<u>X</u>	-
<u>Chapter 11 - FIRE PROTECTION AND</u> <u>PREVENTION*</u>	-	-	<u>X</u>
<u>Chapter 12 - FLOOD DAMAGE PREVENTION</u> <u>*</u>	-	<u>X</u>	-
<u>Chapter 13 - HEALTH AND SANITATION</u> <u>(bulk trash)*</u>	-	-	<u>X</u>
<u>Chapter 14 - JUNKED AND ABANDONED</u> <u>VEHICLES *</u>	-	<u>X</u>	-
<u>Chapter 15 - BUSINESS TAX</u>	-	<u>X</u>	-
<u>Chapter 16 - VACATION RENTALS*</u>	-	-	<u>X</u>
<u>Chapter 17 - OFFENSES—MISCELLANEOUS</u> <u>(noise)*</u>	-		<u>X</u>
<u>Chapter 21 - SALES AND AUCTIONS *</u>	-	<u>X</u>	-
<u>Chapter 22 - STREETS AND SIDEWALKS *</u>	-	<u>X</u>	-
<u>Chapter 28 - LAND DEVELOPMENT CODE *</u>	-	<u>X</u>	

- (1) Section 4-20 Hours of entertainment
- (2) Section 5-11 Permitting animal to commit a nuisance
- (3) Section 5-18 Lighting requirements for marine turtle protection
- (4) Section 13-29 Mosquito breeding places prohibited
- (5) Section 13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)
- (6) Section 13-69 Bulk trash pickup
- (7) Section 16-2 Vacation Rental
- (8) Section 17-81 Unreasonably loud noise prohibited
- (9) Section 17-84 Construction activity
- (10) Section 826-100 Enforcement of the removal of healthy specimen tree

(j) Additionally, with the exception of Chapter 15, each level violation can be ordered by the Special Magistrate as a one-time fine or a daily running fine, depending on the evidence presented and the criteria identified in subsection (d), above.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on July 12, 2022.

PASSED AND ADOPTED on second reading on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: TX-057-22

(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. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

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: 100 West Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 West Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Code Violation Fees

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **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*)

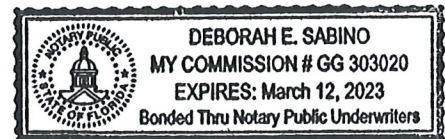
BEFORE ME THIS 15th DAY OF June, 2022

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: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-14-21), VARIANCES (VA-15-21, VA-35-21, & VA-37-21), AND DESIGN EXCEPTION (OT-36-21) SUBMITTED BY BAHIA DEVELOPMENT LLC, FOR PROPERTY LOCATED AT 2401 SW 31ST STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITION

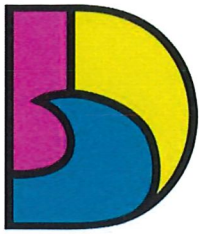
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR SP-014-21 Cold Storage, R-2022- Bahia Development LLC (Cold Storage) Site Plan (SP-014-21), Variances (VA-15-21, VA-35-21, VA-37-21) and Design Exception (OT-36-21), Site Plan and Backup, Location Map (Cold Storage)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 23, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning & Zoning Manager

Candido
Sosa-Cruz

Digitally signed by
Candido Sosa-Cruz
Date: 2022.08.16 11:28:04
-04'00'

SUBJECT: **SP-014-21, VA-15-21, VA-35-21, & VA-37-21, & OT-36-21:** The applicant, Bahia Development LLC, is requesting site plan approval, variances and a design exception to allow the construction of a cold storage building to be located on the north side of SW 31st Street and east of Anglers Avenue at 2401 SW 31st Street.

Request

VARIANCES

1. The applicant is requesting approval of a Variance from Section 115-40 to permit overnight fleet vehicle parking within the front yard.
2. The applicant is requesting approval of a Variance from Section 205-10 to permit a reduced rear setback of twenty (20) feet and side setback of eighteen (18) feet.
3. The applicant is requesting approval of a Variance from Section 275-190(G) to allow palm trees to constitute no more than thirty two percent (32%) of total trees in lieu of a maximum twenty percent (20%) permitted.

DESIGN EXCEPTION

DESIGN REQUIREMENTS / DOORS VISIBLE FROM ROADWAY

The applicant is requesting a Design Exception to waive several aspects of the design requirements for the proposed industrial warehouse, and to permit doors visible from the roadway, as per Section 511-30 of the Land Development Code (LDC).

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a +/- 36,000 square foot cold storage warehouse structure, including 24,476 square feet of freezer coolers, 3,309 square feet of refrigerator coolers, and 7,200 square feet of office space.

Property Information

CURRENT ZONING:	Industrial-Research-Office-Marine Airport Approach IROM-AA
LAND USE DESIGNATION:	Industrial
SITE ACREAGE:	64,594 SF (1.48 acres)
EXISTING USE:	Vacant

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

The subject parcel measures approximately one and a half (1.48) acres and is located approximately 157-feet north of the westbound Interstate 595 ramp between Anglers Ave and Tram Road. The subject parcel is vacant land.

VARIANCE 1 – FLEET PARKING IN FRONT YARD

Variance from Section 115-40 to permit overnight fleet vehicle parking within the front yard.

“Section 115-40 - Overnight fleet parking for vehicles owned or leased by the business legally operating at same location. Storage in rear or internal side yard, must not be visible from any street & cannot be parked in required parking spaces.”

This provision of the LDC is intended to promote a uniform streetscape, hiding all outdoor activities behind the building.

Analysis of the variance criteria is provided below. For each criterion, the applicant’s justification statement is provided, as well as Community Development staff’s findings in *italics*.

- (1) “That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.”

Applicant: The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City. As previously mentioned, the fleet vehicles are intended to be parked on the Property overnight when there is less visibility to the Property in general. The fleet vehicles will be largely in operation during the day, making deliveries away from the Property. Although fleet vehicles are generally required to park in the side or rear of the building, because of the unique site constraints and narrowness of the Property, there is inadequate room in the sides or rear for vehicular circulation and parking. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building

must be one hundred fifty-four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the building. However, in order to minimize potential effects on the appearance of the community, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent rights-of-way, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the fleet vehicle parking area (located by the staging platform), to vehicles travelling from the east. The vehicles when parked will be set back towards the staging platform and will be roughly one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the fleet vehicles. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By screening the area and limiting the fleet vehicle storage to overnight hours, Petitioner meets the intent and purpose of the subject regulations.

Community Development staff agrees with this assessment.

(2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The requested variance is otherwise compatible with the surrounding land uses that would not be detrimental to the community. The location of the Property is unique due to its proximity to the I-595 in a heavily industrial area. The front of the Property faces the Interstate 595 westbound ramp. As such, there are no uses in operation or property owners across the street to the south of the Property that would be adversely impacted by the storage of the fleet vehicles in front of the building. The surrounding land uses are heavily industrial and unlikely to change due to the area's proximity to Interstate 595 and Interstate 95. Furthermore, there is no residentially zoned property in the area. Nonetheless, Petitioner has paid particular attention to the appearance of the Property and the screening of the fleet vehicles from the Interstate 595 ramp, ultimately adding significantly to the attractiveness of this otherwise industrial area. More specifically, in order to minimize potential effects on the appearance of the

Community Development staff finds the request is compatible with the surrounding land uses in this area.

(3) “That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The variance requested is consistent with the Comprehensive Plan. The Property has a future land use designation of Industrial, which is intended for light and heavy industrial uses, marine industrial uses, heavy commercial uses, transportation facilities, and wholesaling uses, among others. The proposed cold storage warehouse use is consistent with this future land use designation. In addition, the variance request is consistent with the goals, objectives and policies of the City’s Comprehensive Plan as follows:

Policy 1.3 - Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community. The Project is proposing a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.

Policy 1.4 - Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. (B.C.P. #03.01.02). The variance will allow for the development of the proposed cold storage use and is located in close proximity to Port Everglades and I-595.

Policy 1.5 In order to ensure enough industrial land is available to meet Danie Beach’s future needs, those lands enjoying a future land use industrial designation shall not be utilized for non-industrial purposes. Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy. The variance will allow for the development of this Project.

Policy 1.6 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses. The variance will support the development of a new industrial use that differs from those existing in the area and helps support a local need.

Policy 5. 1 Encourage development to enhance the tax base of the community. The variance supports the development of the Project, a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.

Policy 5.5 Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan. Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy.

Policy 9.2 All proposed development and future land uses shall be compatible with adjacent land uses. The variance supports the proposed warehouse use, which is compatible with the existing industrial uses located on adjacent parcels.

As such, the proposed variance is consistent with the Comprehensive Plan.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) “That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.”

Applicant: The plight of the Petitioner is due to unique circumstances of the Property, which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome. As mentioned, the Petitioner proposes to operate a cold storage warehouse on the Property. This type of use relies on the operation of fleet vehicles to supply and distribute from the warehouse. A condition of these fleet vehicles is their limited turning radius, which requires ample space in order to safely and expeditiously maneuver the vehicles. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet, in lieu of twenty eight and one half (28.5) feet required. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the building. In order to provide sufficient space to do so and ensure trucks can maneuver safely in the front of the storage building, Petitioner must also reduce the rear setback to twenty (20) feet in lieu of twenty eight and one half (28.5) feet required. Due to the space and access limitations on the Property, the only area available for the fleet vehicle storage is at the front of the building. Despite the reduced setbacks and fleet vehicle parking being proposed in the front of the building, Petitioner has provided ample landscaping above and beyond code requirements to ensure there will be no visual impacts of this request. Conforming to the strict requirements of the Code would be unnecessarily burdensome and effectively prohibit most industrial uses requiring fleet vehicles on site, as the Property is narrow and does not allow for sufficient area around a storage or warehouse type building to create the necessary vehicular circulation to support fleet vehicle parking in either the side or rear of the building. As such, the plight of the Petitioner is due to unique circumstances of the Property and the Petitioner’s fleet vehicles, which would render conformity with the strict requirements unnecessarily burdensome.

Community Development staff agrees with this justification.

(5) “That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.”

Applicant: The variance requested is the minimum variance that is necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community. Petitioner is proposing to develop a brand-new cold storage warehouse building, with modern architecture and a visually appealing exterior façade. Although Petitioner is only proposing to store the fleet vehicles in the front of the building during overnight hours, Petitioner is proposing to add significant landscape materials that exceed Code requirements in order to ensure that vehicles are properly screened. Petitioner has worked closely with the City’s landscape architect to ensure the best landscape materials are selected in order to achieve the necessary screening to obstruct the view of the fleet vehicles from the adjacent rights-of-way. As such, the proposed structure will maintain the visually appealing exterior during peak daytime hours, while ensuring that the Property maintains the visual appearance at night with the presence of the fleet vehicles. The new construction will also revitalize the area, enhancing the community character. While this area is primarily developed with similar industrial uses, many uses are dated with very little landscaping to enhance the appearance of these parcels. As such, much of the existing industrial development consists of warehouse buildings and vehicular use areas, with very little attention paid to landscaping or the visual aesthetics of the building. The proposed Project will actually enhance this industrial area of the community by providing a unique and attractive building with significant landscaping to enhance the visual appearance of the Property. Furthermore, the general public will have little interaction with the Property, as it is in a heavily industrial area that is not frequently visited by the members of the public. The Project will also adhere to all applicable laws and regulations for this specific use in order to ensure there are no health or safety impacts to the community at large. As such, the variance requested is the minimum variance that is necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed; no further variances are required.

The Department is recommending approval of the variance as this will allow the development to address the street with adequate pedestrian circulation, trash pickup and on-street parking.

VARIANCE 2 – REDUCED SIDE AND REAR SETBACKS

Variance from Section 205-10 to permit a reduced rear setback of 20 feet and side setback of 18 feet.

Sec. 205-10. - Schedule of lot, yard and bulk regulations.

(D) INDUSTRIAL DISTRICTS	YARD	
	MINIMUM	
	Interior side Both/One (Ft.)	Rear (Ft.)
IROM-AA	Greater of 20 or ½ building height ea. side	Greater of 20 or ½ building height

This provision of the LDC is intended to promote orderly new development with adequate setbacks.

- (1) “That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.”

Applicant: The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City. Petitioner is proposing a 20-foot rear setback, which is a variance of 8.5 feet. Additionally, Petitioner is proposing an 18-foot side setback, which is a variance of 10.5 feet. Petitioner meets the City’s requirements for the front yard setback. While Petitioner is proposing reduced side and rear yard setbacks, these areas include significant landscaping that far exceeds the landscaping that exists on other industrial parcels within this area of the City. More specifically, Petitioner is proposing a continuous hedge of Simpson Stoppers along both the east and west sides of the Property, further enhancing the Pigeon Plum Trees that will provide an attractive canopy to add to the Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. The addition of this new landscaping along the side and rear of the Property will significantly enhance the appearance of these areas and minimize any impacts associated with the reduced setbacks proposed. As further mentioned above, the location of the Property is also unique because the area is heavily industrial. The front of the Property is only visible from SW 31st Street and from the I-595 westbound ramp. In order to further enhance the appearance of this industrial parcel from these adjacent rights-of-way, Petitioner has also worked closely with the City’s Landscape Architect to select landscape materials along the Property frontage. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. As such, strict compliance with the front yard setback ensures that the stability and appearance of the street frontage will remain uniform in nature, as contemplated by the Code, while enhancing the appearance of the Property through the selection and addition of landscape materials that exceed Code requirements. The addition of the hedge and canopy trees along the side and rear setbacks will further ensure an attractive buffer is provided between industrial uses and that any visual impacts from the reduced setbacks in these areas are minimized. The proposed setbacks will further provide ample distance separation between the building and property line. As such, the proposed side and rear setbacks are adequate to meet the basic intent and purpose of the regulations.

Community Development staff agrees with this assessment.

- (2) “That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.”

Applicant: The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community. The proposed rear and side setbacks will provide ample distance separation from the adjacent properties. Petitioner meets the front yard setback requirement, ensuring that the frontage along SW 31st Street will remain consistent with all future development. The surrounding land uses are industrial uses particularly located in close proximity to Interstate 595 and Interstate 95, an area away from residential development, with little through traffic from the general public. Nonetheless, Petitioner has paid particular attention to the appearance of the Property and the screening of the fleet vehicles from the Interstate 595 ramp, ultimately adding significantly to the attractiveness of this otherwise industrial area. More specifically, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent rights-of-way, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the proposed loading area to vehicles travelling from the east. The vehicles when parked will be set back towards the staging platform and will be roughly one hundred (100) feet from the right-of-way. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City’s Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the requested variance is compatible with the surrounding land uses and would not be detrimental to the community.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

- (3) “That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The variance requested is consistent with the Comprehensive Plan. The Property has a future land use designation of Industrial, which is intended for light and heavy industrial uses, marine industrial uses, heavy commercial uses, transportation facilities, and wholesaling uses, among others. The proposed cold storage warehouse use is consistent with this future land use designation. In addition, the variance request is consistent with the goals, objectives and policies of the City's Comprehensive Plan as follows:

Policy 1.3 - Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community. The Project is proposing a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.

Policy 1.4 - Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. (B.C.P. #03.01.02). The variance will allow for the development of the proposed cold storage use and is located in close proximity to Port Everglades and I-595.

Policy 1.5 In order to ensure enough industrial land is available to meet Danie Beach's future needs, those lands enjoying a future land use industrial designation shall not be utilized for non-industrial purposes. Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy. The variance will allow for the development of this Project.

Policy 1.6 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses. The variance will support the development of a new industrial use that differs from those existing in the area and helps support a local need.

Policy 5. 1 Encourage development to enhance the tax base of the community. The variance supports the development of the Project, a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.

Policy 5.5 Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan. Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy.

Policy 9.2 All proposed development and future land uses shall be compatible with adjacent land uses. The variance supports the proposed warehouse use, which is compatible with the existing industrial uses located on adjacent parcels.

As such, the proposed variance is consistent with the Comprehensive Plan.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) “That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.”

Applicant: The plight of the Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome. Petitioner is proposing to develop a cold storage warehouse facility on the property. Due to the nature of a cold storage warehouse, the building requires substantial floor area in order to accommodate the storage space and operational equipment. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet, in lieu of twenty eight and one half (28.5) feet required. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the building. In order to provide sufficient space to do so and ensure trucks can maneuver safely in the front of the storage building, Petitioner must also reduce the rear setback to twenty (20) feet in lieu of twenty eight and one half (28.5) feet required. Despite the reduced setbacks and fleet vehicle parking being proposed in the front of the building, Petitioner has provided ample landscaping above and beyond code requirements to ensure there will be no visual impacts of this request. Conforming to the strict requirements of the Code would be unnecessarily burdensome and effectively prohibit most industrial uses requiring fleet vehicles on site, as the Property is narrow and does not allow for sufficient area around a storage or warehouse type building to create the necessary vehicular circulation to support fleet vehicle parking in either the side or rear of the building. As such, Petitioner is seeking the variance in order to accommodate the space necessary to develop and operate the cold storage warehouse building.

Community Development staff agrees with this justification.

(5) “That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.”

Applicant: The variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community. Petitioner is proposing to develop a brand-new cold storage warehouse building, with modern

architecture and a visually appealing exterior façade. As mentioned, Petitioner proposed to provide a rear setback of 20 feet. The proposed rear setback is a reduction of 8.5 feet from the required 28.5 feet. Additionally, Petitioner is proposing to provide a side setback of 18 feet. The proposed side setback is a reduction of 10.5 feet from the required 28.5 feet. The variance is the minimum variance necessary to allow the Petitioner to develop the property according to the space requirements necessary for the operation of a cold storage warehouse, while still providing adequate distance separation from the property line. Petitioner meets the setback requirements for the front yard, ensuring that the frontage along SW 31st Street will remain consistent with all future development. Petitioner has also provided adequate landscaping to reduce any potential impacts associated with the variance request. More specifically, a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Gumbo Limbo trees, and a variety of palms accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. The Project will also adhere to all applicable laws and regulations for this specific use in order to ensure there are no health or safety impacts to the community at large. As such, the variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed; no further variances are required.

The Department is recommending approval of the variance as this will allow the development to address the street with adequate pedestrian circulation, trash pickup and on-street parking.

VARIANCE 3 – ALLOW EXTRA PALM TREES IN LIEU OF SHADE TREES

Variance from Section 275-190(G) to allow palm trees to constitute no more than thirty two percent (32%) of total trees in lieu of a maximum twenty percent (20%) permitted.

Sec. 275-190. - Plant material and installation requirements.

(G) *Palms*. Palms shall have a minimum of six (6) feet of gray wood and shall constitute no more than twenty (20) percent of the total trees. For all planting requirements, three (3) palms with a typical DBH at maturity of less than twelve (12) inches (including clustering palms) shall be equivalent to one (1) tree.

Examples of these palms include *Phoenix roebelenii*, *Carpentaria acuminata* and *Acoelorrhaphe wrightii*. One (1) single-stem palm with a typical DBH at maturity of twelve (12) inches or greater shall equal one (1) category 2 tree. Examples of these palms include *Sabal palmetto*, *Roystonea elata* and *Phoenix dactylifera*. Category 4 includes all clustering and single-stem palms which typically achieve a maximum height of at least twenty (20) feet. A list of Category 4 palms recommended for planting within the City of Dania Beach is included in the City of Dania Beach Landscape Technical Manual. Examples of category 4 palms include Florida thatch palm (*Thrinax radiata*), royal palm (*Roystonea elata*) and sabal palm (*Sabal palmetto*).

This provision of the LDC is intended to promote a beautiful and uniform streetscape, ensuring that shade trees are planted as part of new development.

- (1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City. As noted above, there is an FPL easement that runs along the entire frontage of the Property for approximately twelve feet (12'). The FPL easement area contains above-ground transmission lines that also extend along the Property frontage. Based on the FPL "Right Tree Right Place" requirements, large canopy trees, such as oak or ficus trees, must be set back a minimum of fifty feet (50') from the transmission lines. As such, no such trees can be planted within the front perimeter buffer. Even smaller medium trees, such as crepe myrtles and satinleaf trees must be set back at least thirty feet (30'). As palm trees may be located closer to the FPL transmission facilities, with a required distance of twenty feet (20') plus the length of the frond, such palm trees are proposed for the front landscape buffer in order to comply with FPL's "Right Tree Right Place" requirement and still have trees and an attractive canopy within the front easement and buffer area. More specifically, Petitioner is proposing a mix of Travelers Palms, Silver Date Palms and Saw Palmetto to ensure the Property continues to have an attractive front buffer while ensuring there will be no conflicts with the existing FPL transmission lines that run along the Property frontage. In addition, a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the Property from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Gumbo Limbo trees, and a variety of palms, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the variance maintains the basic purpose and intent of the Code as it affects the stability and appearance of the City.

Community Development staff agrees with this assessment.

(2) “That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.”

Applicant: The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community. The surrounding land uses are industrial uses particularly located in close proximity to Interstate 595 and Interstate 95, an area away from residential development, with little through traffic from the general public. Nonetheless, Petitioner has paid particular attention to the appearance of the Property and the screening of the Property from the Interstate 595 ramp, ultimately adding significantly to the attractiveness of this otherwise industrial area. While Petitioner is proposing additional palms above the Code allowances due to the existing FPL transmission lines and “Right Tree Right Place” requirements, the resulting landscaping will still transform the appearance of this industrial Property, especially when considering the other developed parcels in the vicinity and the significant lack of landscape materials in this area. Petitioner is proposing to provide a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by a variety of trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City’s Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the requested variance is compatible with the surrounding land uses and would not be detrimental to the community.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

(3) “That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The variance requested is consistent with the Comprehensive Plan. The Property has a future land use designation of Industrial, which is intended for light and heavy industrial uses, marine industrial uses, heavy commercial uses, transportation facilities, and wholesaling uses, among others. The proposed cold storage warehouse use is consistent with this future land use designation. In addition, the variance request is consistent with the goals, objectives and policies of the City’s Comprehensive Plan as follows:

Policy 1.3 - Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community. The Project is proposing a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.

Policy 1.4 - Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. (B.C.P. #03.01.02). The variance will allow for the development of the proposed cold storage use and is located in close proximity to Port Everglades and I-595.

Policy 1.5 In order to ensure enough industrial land is available to meet Danie Beach's future needs, those lands enjoying a future land use industrial designation shall not be utilized for non-industrial purposes. Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy. The variance will allow for the development of this Project.

Policy 1.6 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses. The variance will support the development of a new industrial use that differs from those existing in the area and helps support a local need.

Policy 5. 1 Encourage development to enhance the tax base of the community. The variance supports the development of the Project, a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.

Policy 5.5 Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan. Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy.

Policy 9.2 All proposed development and future land uses shall be compatible with adjacent land uses. The variance supports the proposed warehouse use, which is compatible with the existing industrial uses located on adjacent parcels.

As such, the proposed variance is consistent with the Comprehensive Plan.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: The plight of the Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome. Petitioner is proposing to develop a cold storage warehouse facility on the property. As noted above, there is an FPL easement that runs along the entire frontage of the Property for approximately twelve feet (12'). The FPL easement area contains above-ground transmission lines that also extend along the Property frontage. Based on the FPL "Right Tree Right Place" requirements, large canopy trees, such as oak or ficus trees, must be set back a minimum of fifty feet (50') from the transmission lines. As such, no such trees can be planted within the front perimeter buffer. Even smaller medium trees, such as crepe myrtles and satinleaf trees must be set back at least thirty feet (30'). As palm trees may be located closer to the FPL transmission facilities, with a required distance of twenty feet (20') plus the length of the frond, such palm trees are proposed for the front landscape buffer in order to comply with FPL's "Right Tree Right Place" requirement and still have trees and an attractive canopy within the front easement and buffer area. More specifically, Petitioner is proposing a mix of Travelers Palms, Silver Date Palms and Saw Palmetto to ensure the Property continues to have an attractive front buffer while ensuring there will be no conflicts with the existing FPL transmission lines that run along the Property frontage. As this FPL transmission line is located along the entire Property frontage, the variance request is due to unique circumstances of the Property which render conformity with the strict requirements unnecessarily burdensome, as it would require the front buffer to extend over fifty feet (50') into the Property in order to accommodate the large canopy trees otherwise required, which would significantly impact the potential development of this industrial site. As such, Petitioner is seeking the variance in order to provide additional palm trees in lieu of canopy trees to ensure attractive landscaping is still provided to enhance the appearance of this industrial Property.

Community Development staff agrees with this justification.

(5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: The variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community. Petitioner is proposing to provide canopy trees to the extent possible throughout the Property including a mix of Gumbo Limbo, Pigeon Plum, Silver Buttonwood and Ligustrum varieties. In fact, forty seven (47) of the sixty nine (69) trees provided on site are not palms. However, the Code allows only twenty percent (20%) of the trees on site to be palm trees while Petitioner is proposing a maximum thirty two percent (32%). The proposed increase is the minimum variance necessary in order to provide trees along the Property frontage and meet FPL's "Right Tree Right Place" requirements from the overhead transmission lines that exist in this area. The proposed variance will still preserve the character, health, safety and welfare of the community. More specifically, Petitioner has provided adequate landscaping to reduce any potential impacts associated with the variance request. More specifically, a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by a variety of trees and palms that

will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Gumbo Limbo trees, and a variety of palms accented by an attractive continuous hedge and other accent plants, the Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. The Project will also adhere to all applicable laws and regulations for this specific use in order to ensure there are no health or safety impacts to the community at large. As such, the variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community.

Community Development staff verifies that this is the minimum variance necessary to accommodate the landscaping for the project as proposed; no further variances are required.

The Department is recommending approval of the variance as this will allow the development to provide adequate landscaping.

REQUEST FOR DESIGN EXCEPTION – DESIGN REQUIREMENTS / DOORS VISIBLE FROM ROADWAY

The applicant is requesting a Design Exception to waive various aspects of the design requirements for the proposed industrial warehouse, per Section 511-30 of the Land Development Code (LDC). This code provision is in place to ensure that the building presents a good architectural facade to the street.

The information provided below from the applicant outlines the Design Exception request to the City of Dania Beach being requested and how it addresses the criteria of Section 511-20(B):

1. Section 511-30(C) prohibits large, blank, unarticulated walls;
2. Section 511-30(D) notes all buildings and building facades shall be articulated through the use of a coherent and clear architectural design that incorporated rhythms in form and construction details;
3. Section 511-30(G) prohibits the use of flat steel or metal panels for exterior walls;
4. Section 511-30(H) notes the rear and sides of the building shall be finished with material that in texture and color resembles the front of the building;
5. Section 511-30(J) requires the coloration of all buildings to be nature blending with a maximum of three (3) colors, encouraging the use of earth tone or light pastel colors;
6. Section 511-30(M) provides that work area or storage doors and open bays shall not open toward or otherwise be visible from any of the designated principal roads.

Due to the constraints associated with the size and configuration of the Property and the specific nature of the proposed cold storage use, Petitioner is unable to meet these design standards.

1. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable.

Applicant Response: There are circumstances peculiar to the site and the intended use that make compliance with a particular requirement of this article impracticable. Petitioner is requesting a design exception from Section 511-30(c)(d)(g)(h)&(j) because of the circumstances peculiar to the intended use. As noted above, the specific nature of the cold storage use that is differentiated from other storage and industrial uses. Because of the regulation surrounding refrigerated freight, cold storage is much more complex than its dry counterpart. The cold storage building is constructed using pre-fabricated freezers that are combined to create the building.

In South Florida, it is particularly important to construct a building that will adequately store frozen goods and do so in an efficient manner despite the constant heat. As such, the freezer components and building are created through an insulated metal cold storage panel system. Again, such freezers are combined to create the building itself. The structure, trim and other finishes are connected to create one seamless piece, therefore preventing the possibility of water collecting and becoming stagnant and reducing the ability of unwanted bacterial and mold to thrive. The insulated metal panels used in cold storage applications offer protection based on the conditions of exposure. Further, there are many mandates and regulatory measures in place for such freezers to ensure the integrity of the products being stored and transported. The panels and freezer units are created using thermally-efficient panels with food-safe finishes free of obstructions to support a clean working environment, meeting all USDA and FDA regulations. The use of metal panels on the exterior structures allows for the buildings to maintain temperature stability while being energy efficient. The metal framing further provides the best insulation that can be easily modified to accommodate the temperature requirements of the facility. As such, the use of the metal panel structure provides superior thermal performance, ensures maximum energy efficiency, provides for the necessary temperature control and reduces operating costs. The resulting building is also extremely durable and can easily withstand the extreme weather conditions that are seen in South Florida. Further, the metal freezer system and metal building components are not susceptible to rust, mold or mildew infestation that can be seen using traditional building materials for this type of use where the outdoor weather conditions differ so drastically from the temperatures in the interior of the building. Finally, as a result of the freezer components making up the building itself and the nature of the development parcel, Petitioner is proposing to place six (6) roll-up storage doors at the front of the cold storage warehouse facility as depicted on the front elevations provided. As a result, the storage doors will face SW 31st Street. As such, Petitioner is seeking a design exception pursuant to Section 511-20(B) in order to develop the Project.

Petitioner is further requesting a design exception from Section 511-30(m) due to circumstances peculiar to both the nature of the use and the Property. The placement of the roll-up storage doors at the front of the cold storage warehouse facility is required because of the constraints associated with the Property and the nature of the proposed use which further dictates the building configuration. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the

cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. Due to the nature of a cold storage warehouse, the building requires substantial floor area to accommodate the storage space and operational equipment. The size of the freezers cannot be modified. Instead, the freezers are pieced together in order to create a single uniformed cold storage building. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and loading areas (including storage bays) must be located in the front of the building. However, in order to minimize potential effects on the appearance of the community, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent right-of-way, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the loading area and bays (located by the staging platform), to vehicles travelling from the east. The storage bays themselves will be set back towards the staging platform and be well over one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the storage bays. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers lines both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. As such, to provide access for the loading and unloading of delivery vehicles, the roll-up storage doors must be located at the front of the cold storage warehouse building.

In addition, the location of the Property is unique due to its proximity to the I-595, in a heavily industrial area with little public through traffic. Furthermore, there are no adjacent property owners across the street from the Property. Considering these factors, any visibility of the storage doors from SW 31st Street will be minimal, in conformance with the intent of the Code, and the Applicant is providing substantial landscape along the frontage of the Property to provide significant screening from SW 31st Street to ensure any visibility from I-595 is limited to the maximum extent possible. As such, there are circumstances peculiar to the site and the intended use that make compliance with this requirement impracticable.

2. The applicant has offered significant enhancements to other pertinent aspects of the site that the city commission determines will offset any negative impact that an exception to these standards might otherwise create.

Applicant Response: Applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impact that an exception to these

standards might otherwise create. The Project does so in part by positioning the office portion of the site towards the street and in front of the cold storage areas. The office area is comprised of forty one percent (41%) glass windows and doors on the front façade to create a more visually appealing structure resembling an office building and an inviting front entrance facing the right-of-way, and reducing the scale of the main cold storage structure. The cold storage building, loading area and storage bays have also been set back significantly from the property line, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct loading areas and storage bays to vehicles travelling from the east. The storage bays themselves will be set back towards the staging platform and will be well over one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the fleet vehicles. As mentioned, Applicant is also proposing to install substantial landscaping along the frontage on SW 31st Street, beyond code requirements. The landscaping will screen the front of the building, minimizing visibility from SW 31st Street. More specifically, the Project includes a continuous hedge of Simpson Stoppers lines both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the storage bays from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the storage bays and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. The enhanced landscaping will offset any negative impact of the placement of the roll-up storage doors in the front of the building. Additionally, Applicant is designing a brand-new building with an attractive exterior façade that incorporates the roll-up storage doors into the overall design.

In addition, Petitioner is proposing to create a one-of-a-kind, artistic wrap to be applied to the exterior of the building, over the metal panel system, in order to create an attractive, visually appealing building. Color renderings of the building facades utilizing this artistic wrap are attached hereto. The material is a 3M branded printed wrap comprised of pressure sensitive vinyl printed with lanolin based inks and sealed with a top laminate that provides ultraviolet and weather protection for the printed image. The printed image itself can be tailored to create a unique artistic wrap that is desirable for both the City and Petitioner. This would reduce any impacts associated with the metal building and enhance the design of the building to create truly unique facades that can be enjoyed by anyone travelling past the Property. Further, such an artistic wrap is desirable as it will not take away from the function and efficiencies of the cold storage building as would other more traditional building materials. As such, the Applicant has offered significant enhancements to other pertinent aspects of the site that the City commission determines will offset any negative impact that an exception to these standards might otherwise create.

3. The property does not front on a collector or arterial roadway.

Applicant Response: The Property fronts on SW 31st street, which is not a collector or arterial roadway. Despite not fronting on one of these roadways, Petitioner recognizes the proximity to the I-595 ramp and potential for visibility to the site from this area. As such, Petitioner has worked closely with the City's

Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the storage bays from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area.

Staff has analyzed the request for the design variation request, and agrees with the general idea the applicant is putting forward. This is a unique proposed use with particular requirements for the cold storage operations. Staff believes that the proposed design could be constructed without negatively impacting adjacent properties. Staff has no objection to the request, as it is not expected to be a negative impact to adjacent properties.

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a +/- 36,000 square foot cold storage warehouse structure. This includes 24,476 square feet of freezer coolers, 3,309 square feet of refrigerator coolers, and 7,200 square feet of office space. The building is fifty-three (53) feet high with two stories. Eighteen (18) parking spaces are provided, along with two bicycle parking spaces. The building is designed to provide cold storage services.

The applicant has reached out to adjacent property owners in case there are any questions or concerns. No objections to the proposed development have been received by the Department.

Development Review Committee (DRC)

The site plan was reviewed by the DRC on February 25, 2021, and again on June 10, 2021; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

Conditions of Approval:

1. **STAGING:** For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. (Planning & Zoning)
2. **MAINTENANCE OF TRAFFIC:** For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. (Planning & Zoning)
3. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name

- and intended use of the project, project rendering, project land an emergency contact telephone number of the general contractor. (Planning & Zoning)
4. PUBLIC ART PROGRAM: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000, prior to approval of building permit. (Planning & Zoning)
 5. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning)
 6. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut. (Engineering)
 7. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
 8. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor / Professional Engineer in the State of Florida (If applicable). (Engineering)
 9. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
 10. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
 11. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
 12. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Wastewater Permit, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
 13. Applicant shall submit a signed and sealed Boundary and Topographical Survey. (Engineering)
 14. Applicant shall provide the letter from FPL indicating confirmation that the proposed utilities may be locating in the existing FPL easement. (Engineering)
 15. Applicant to indicate on the Storm Pipe Table on Sheet C-4.0 which storm pipes are perforated for the proposed exfiltration trench. (Engineering)
 16. Detail indicating perimeter wall must be provided during building permitting. (Engineering)
 17. Runoff from the site into the right-of-way is prohibited. (Engineering)
 18. It is recommended that the designer reviews Section C-C. A 3-foot grassed strip adjacent to the proposed retaining wall may be necessary so that the runoff does not undermine the wall. (Engineering)
 19. The Site Plan approval shall be concurrent with variances approval. (Engineering)
 20. Water and sewer availability letters are required from the utility providers. (Engineering)
 21. All landscape buffering for this project should be in accordance with Section 275-120 (perimeter buffers for commercial/industrial). (Landscaping)

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the Site Plan will enable this site to be redeveloped, expanding the City tax roll. The project will also pay impact fees for Public Art (determined at permitting based on value of construction, up to \$250,000).

Recommendation

Approve the resolution granting approval of the Site Plan, Variances and Design Exception, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2022-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-14-21), VARIANCES (VA-15-21, VA-35-21, & VA-37-21), AND DESIGN EXCEPTION (OT-36-21) SUBMITTED BY BAHIA DEVELOPMENT LLC, FOR PROPERTY LOCATED AT 2401 SW 31ST STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, "Land Development Code" (the "LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that Site Plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Bahia Development LLC is requesting site plan approval to allow the construction of a cold storage building to be located on the north side of SW 31st Street and east of Anglers Avenue, at 2401 SW 31st Street, in the City of Dania Beach; and

WHEREAS, the applicant is requesting variances for side setbacks (VA-15-21), parking in front (VA-35-21) and rear setbacks (VA-37-21), and a Design Exception to have doors facing a street (OT-36-21) for the subject development; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-014-21), Variances (VA-15-21, VA-35-21, & VA-37-21), and Design Exception (OT-36-21) is consistent with the City's Land Development Code and the Future Land Use Element of the City's Comprehensive Plan; and

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 part of and incorporated into this Resolution by this reference.

Section 2. That the Site Plan (SP-14-21), Variances (VA-15-21, VA-35-21 & VA-37-21), and Design Exception (OT-36-21) are approved, consistent with the site plan provided on record, with the following conditions which must be complied with or resolved prior to issuance of a building permit, unless a different deadline is provided in the condition (references to Sections are to those in the LDC):

1. STAGING: For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. (Planning & Zoning)
2. MAINTENANCE OF TRAFFIC: For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. (Planning & Zoning)
3. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project land an emergency contact telephone number of the general contractor. (Planning & Zoning)
4. PUBLIC ART PROGRAM: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an “in-lieu” public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000, prior to approval of building permit. (Planning & Zoning)
5. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning)
6. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut. (Engineering)
7. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
8. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor / Professional Engineer in the State of Florida (If applicable). (Engineering)
9. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)

10. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
11. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
12. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Wastewater Permit, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
13. Applicant shall submit a signed and sealed Boundary and Topographical Survey. (Engineering).
14. Applicant shall provide the letter from FPL indicating confirmation that the proposed utilities may be locating in the existing FPL easement. (Engineering)
15. Applicant to indicate on the Storm Pipe Table on Sheet C-4.0 which storm pipes are perforated for the proposed exfiltration trench. (Engineering)
16. Detail indicating perimeter wall must be provided during building permitting. (Engineering)
17. Runoff from the site into the right-of-way is prohibited. (Engineering)
18. It is recommended that the designer reviews Section C-C. A 3-foot grassed strip adjacent to the proposed retaining wall may be necessary so that the runoff does not undermine the wall. (Engineering)
19. The Site Plan approval shall be concurrent with variances approval. (Engineering)
20. Water and sewer availability letters are required from the utility providers. (Engineering)
21. All landscape buffering for this project should be in accordance with Section 275-120 (perimeter buffers for commercial/industrial). (Landscaping)

Section 3. That such application must be reviewed by Broward County Aviation Department. The point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

Section 4. That Pursuant to Section 635.100 “Expiration of Site Plans” of the Land Development Code, the Site Plan (SP-14-21), Variances (VA-12-21, VA-35-21 & VA-37-21), and Design Exception (OT-36-21) approvals shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”
LEGAL DESCRIPTION

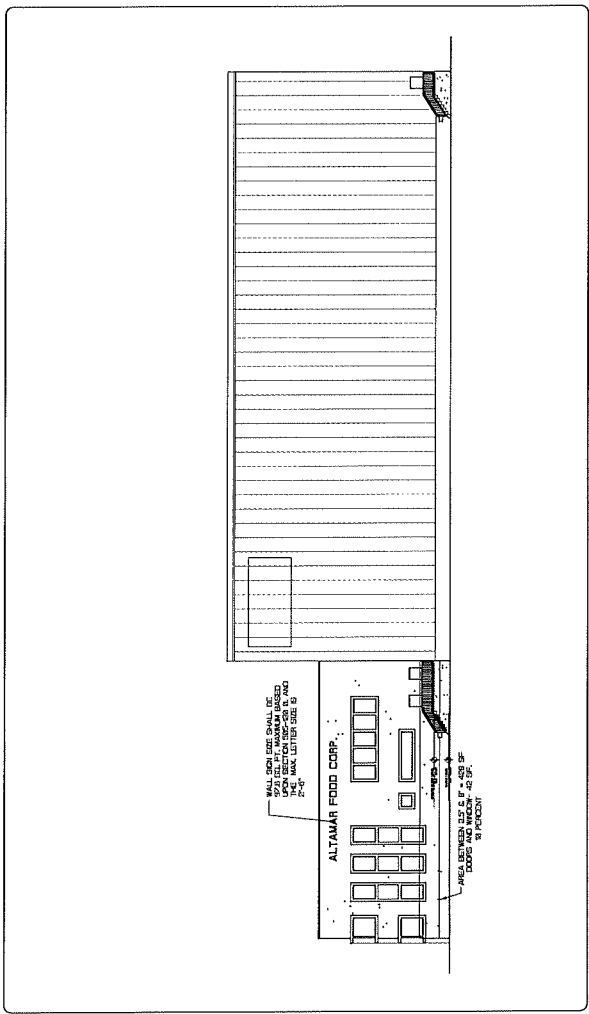
TROPIC FARMS 24-30 B LOT 6 E 40,7 N 339.95, LESS THEREFROM RD R/W IN OR
12200/313 BLK 1

EXHIBIT “B”

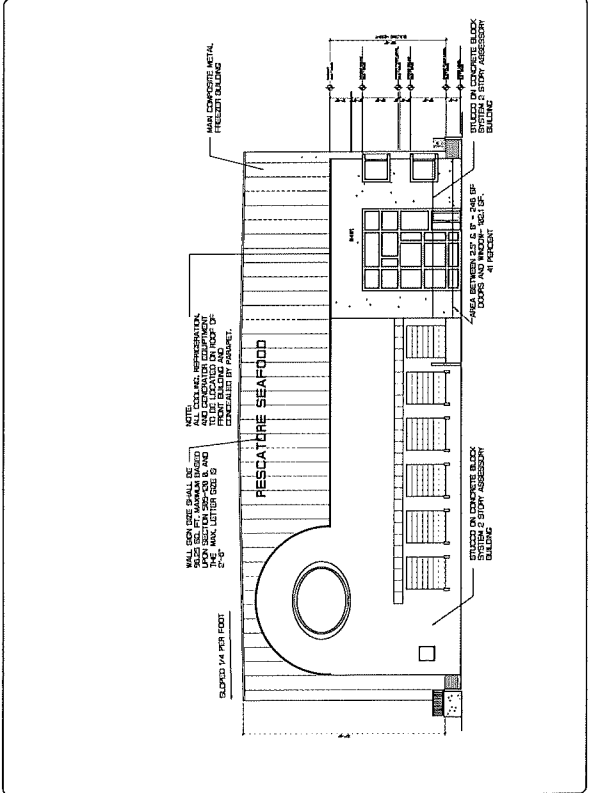
**SITE PLAN
(SP-14-21)**

DATE: 1/5/2020
STEPHEN M. PAGE
ARCHITECT
PROJECT OF RECORD
FLORIDA REGISTRATION
NO. 151255

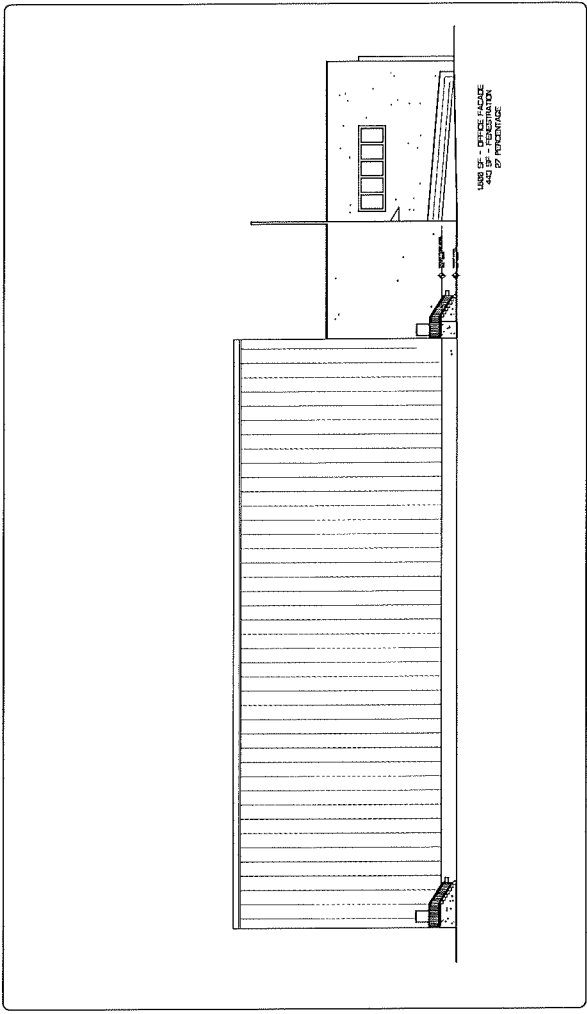
WHOLESALE: COLD STORAGE WAREHOUSE
ALTAMAR FOODS PERU S.R.L.
2401 SW 91ST STREET DANIA BEACH, FL 33312
EXTENSION ELEVATIONS



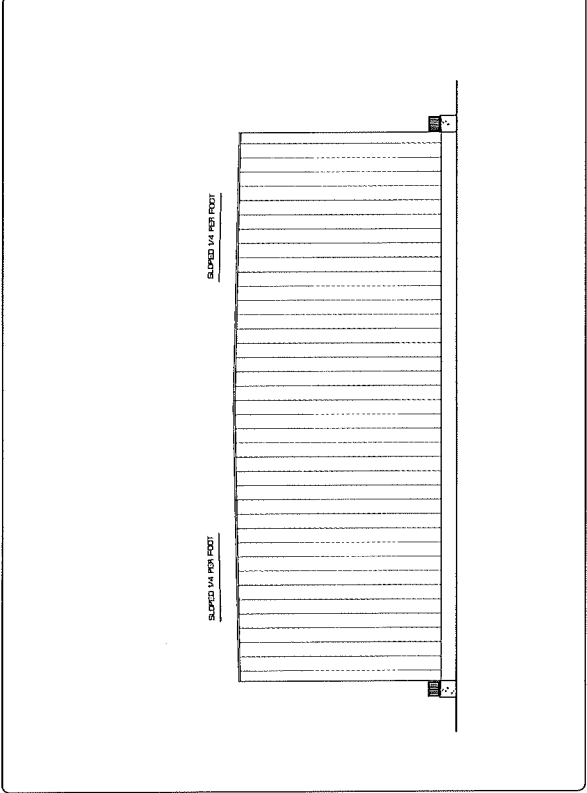
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1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



4 SIDE ELEVATION
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3 REAR ELEVATION
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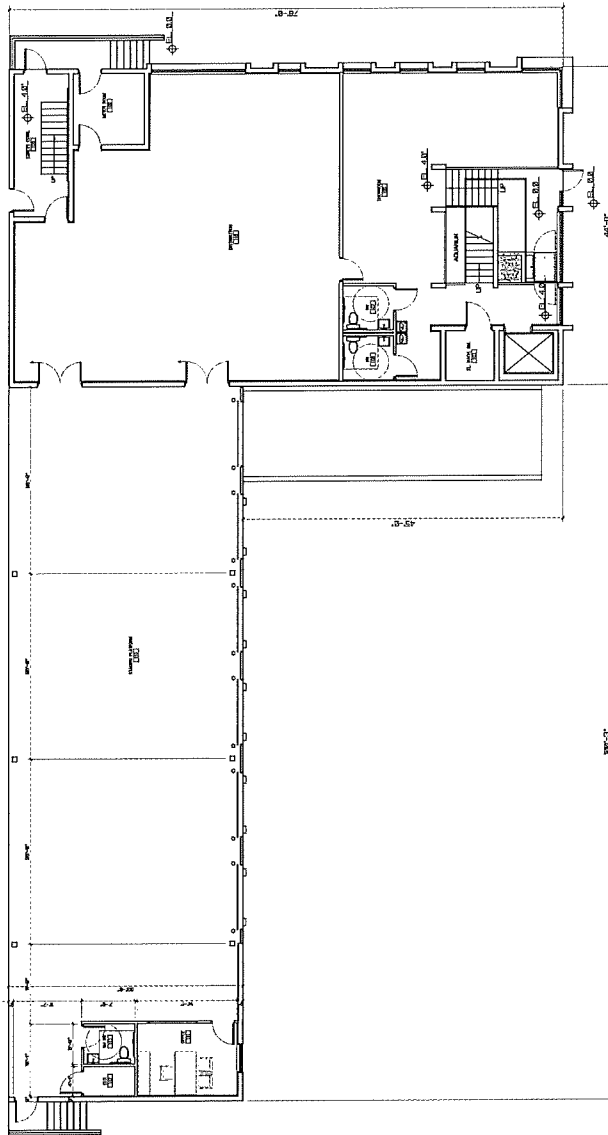
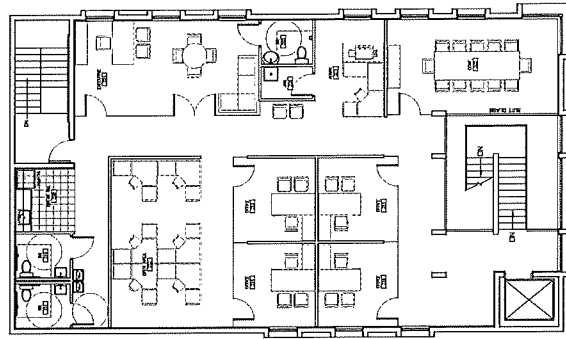
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SCALE: AS NOTED
DATE: 05-11-21
DESCRIPTION: 20' HIGH WALL
DESIGNER: NICHOLS / PAGE DESIGN ASSOC., INC.
ARCHITECT: NICHOLS / PAGE DESIGN ASSOC., INC.
DATE: 05-11-21
SHEET NO.: DRC-3



Digitally signed
by Stephen M.
Page
Date: 2021.06.09
136517-06/09

WHOLESALE: COLD STORAGE WAREHOUSE
ALTAMAR FOODS PERU S.R.L.
2401 SW 31ST STREET DANIA BEACH, FL 33312
FIRST AND SECOND FLOORS OF OFFICE BUILDING

PROJECT NO. 200808.001		SHEET NO. DFC-2	
DATE 02-14-20		DESIGNER	
SCALE		AS NOTED	
DRAWN BY		NICHOLS / PAGE DESIGN ASSOC., INC.	
NICHOLS / PAGE DESIGN ASSOC., INC.		NICHOLS / PAGE DESIGN ASSOC., INC.	
DESIGNER/ARCHITECTS		DESIGNER/ARCHITECTS	
NICHOLS / PAGE DESIGN ASSOC., INC.		NICHOLS / PAGE DESIGN ASSOC., INC.	
NICHOLS / PAGE DESIGN ASSOC., INC.		NICHOLS / PAGE DESIGN ASSOC., INC.	



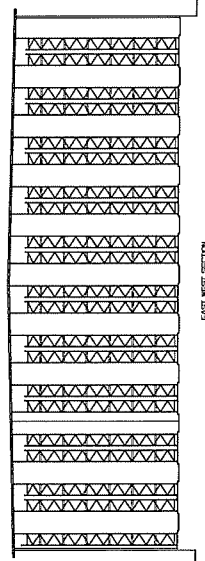
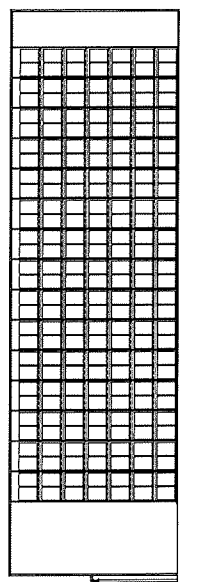
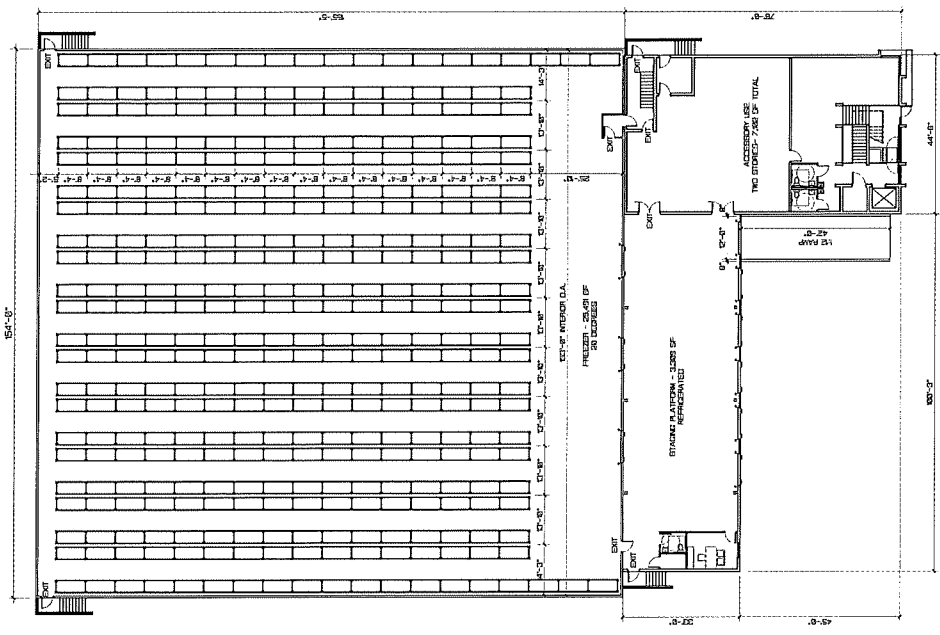
FIRST AND SECOND FLOORS OF OFFICE BUILDING
SCALE: 1/8" = 1'-0"



Digitally signed by
Stephen M. Page
Date: 2021.06.08
M. Page
155555-0400

WHOLESALE: COLD STORAGE WAREHOUSE
ALTAMAR FOODS PERU S.R.L.
2401 SW 21ST STREET DANIA BEACH, FL 33312
OVERALL BUILDING PLAN AND SECTIONS

PROJECT NO. 20088.001		SHEET NO. DRC-1
SCALE		DESCRIPTION
AS NOTED		DRC
DATE: 07-19-20		DATE: 07-19-20
DESIGNED BY: NICHOLS / PAGE DESIGN ASSOC., INC.		DESIGNED BY: NICHOLS / PAGE DESIGN ASSOC., INC.
CHECKED BY: NICHOLS / PAGE DESIGN ASSOC., INC.		CHECKED BY: NICHOLS / PAGE DESIGN ASSOC., INC.
APPROVED BY: NICHOLS / PAGE DESIGN ASSOC., INC.		APPROVED BY: NICHOLS / PAGE DESIGN ASSOC., INC.
DATE: 07-19-20		DATE: 07-19-20
PROJECT LOCATION: 2401 SW 21ST STREET DANIA BEACH, FL 33312		PROJECT LOCATION: 2401 SW 21ST STREET DANIA BEACH, FL 33312



1. ALL SIZES SHOWN FOR PLANT MATERIAL ON PLAN ARE TO BE CONSIDERED AS MINIMUMS. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE AND SPREAD MUST BE SPECIFICALLY NOTED ON THE PLAN. ANY PLANT MATERIAL NOT SHOWN ON THE PLAN WILL ALSO BE REQUIRED FOR FINAL ACCEPTANCE.
2. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR TO BE PLANTED AND MAINTAINED SHALL BE FORDA NO. 1 OR BETTER. ALL PLANT MATERIAL SHALL BE GUARANTEED TO MEET THE STANDARDS FOR NURSERY PLANTS, PART 1 & II STATE PLANT BOARD OF FLORIDA, LATEST EDITION.

1614	BURSERA SIMARUBA	16 X 17R DAD
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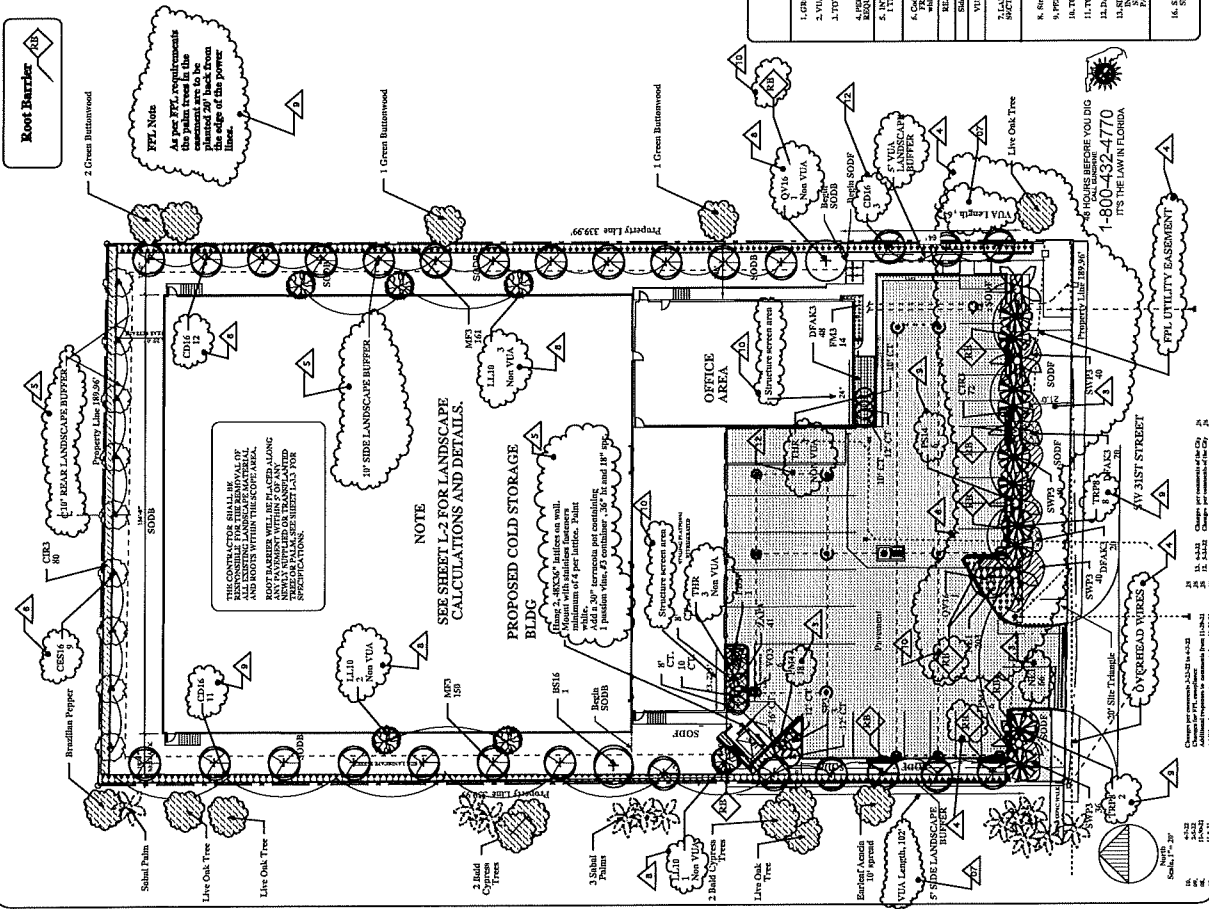
see sheet TD-1 for mitigation calculations

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2401 SW 31st Street, Dania, FL

2401 SW 31st Street, Dania, FL

SHIELD
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OF 2
Santiago
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by James
Santiago
Date: 2022.06.07
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SEAL OF THE DATE



james santiago

612 NE 14th Ave., Unit A, Fort Lauderdale, FL 33304
Tel. 305-791-3156

Email, Jantlogolalnc@Gmail.com

SCALE
1" = 20'

PROJECT
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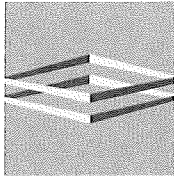
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Plan changes

NOTES

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**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott

Christina Bilenki
Lauren G. Odom
Nicole Jaeger
Rachael Bond Palmer

Variance Justification Statement
2401 SW 31st Street

Altamar Foods Corp ("Petitioner") is the owner of the +/- 1.48-acre property located at 2401 SW 31st Street ("Property") (Folio: 504220060050), which is generally located approximately 157-feet north of the westbound I-595 ramp between Anglers Ave and Tram Road in the City of Dania Beach ("City"). The Property has a future land use designation of Industrial and a zoning designation of Industrial Research, Office and Marine Airport Approach District, IROM-AA. The Property is currently vacant, and Petitioner is proposing to develop a +/- 36,000 square foot cold storage warehouse structure, including 24,476 square feet of freezer coolers, 3,309 square feet of refrigerator coolers, and 7,200 square feet of office space.

According to Section 115-40 of the Dania Beach Land Development Code ("Code"), warehousing facilities with up to twenty (20) percent ancillary office space are generally permitted within the IROM-AA zoning district, subject to certain conditions related to building design. Section 115-40 of the Code also allows for overnight fleet parking for vehicles owned or leased by the business as an accessory use, provided storage is in the rear or internal side yard and not visible from any street. However, due to the nature of the subject Property, Petitioner is requesting a variance from the required setbacks and location of fleet vehicle parking in order to develop the Project.

More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet, in lieu of twenty eight and one half (28.5) feet required. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the building. In order to provide sufficient space to do so and ensure trucks can maneuver safely in the front of the storage building, Petitioner must also reduce the rear setback to twenty (20) feet in lieu of twenty eight and one half (26.5) feet required.

In addition, there is an FPL easement that runs along the entire frontage of the Property for approximately twelve feet (12'). The FPL easement area contains above-ground transmission lines that also extend along the Property frontage. Based on the FPL "Right Tree Right Place" requirements, large canopy trees, such as oak or ficus trees, must be set back a minimum of fifty feet (50') from the transmission lines. As such, no such trees can be planted within the front perimeter buffer. Even smaller medium trees, such as crepe myrtles and satinleaf trees must be set back at least thirty feet (30'). As palm trees may be located closer to the FPL transmission facilities, with a required distance of twenty feet (20') plus the length of the frond, such palm trees are proposed for the front landscape buffer in order to comply with FPL's "Right Tree

Right Place” requirement and still have trees and an attractive canopy within the front easement and buffer area. More specifically, Petitioner is proposing a mix of Travelers Palms, Silver Date Palms and Saw Palmetto to ensure the Property continues to have an attractive front buffer while ensuring there will be no conflicts with the existing FPL transmission lines that run along the Property frontage. Despite the reduced setbacks and fleet vehicle parking being proposed, and the FPL transmission lines located along the frontage of the Property, Petitioner has provided ample landscaping above and beyond code requirements to ensure there will be no visual impacts of these request. However, in order to develop the Project, Petitioner is respectfully requesting the following variances:

Variance from Section 115-40 to permit overnight fleet vehicle parking within the front yard.

Variance from Section 205-10 to permit a reduced rear setback of 20 feet and side setback of 18 feet.

Variance from Section 275-190(G) to allow palm trees to constitute no more than thirty two percent (32%) of total trees in lieu of a maximum twenty percent (20%) permitted.

In accordance with the above outlined requests, Petitioner will demonstrate that each variance requests meets the following criteria enumerated in Section 625-40(A)(1-5): (1) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city; (2) That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community; (3) That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city; (4) That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and (5) That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

Variance from Section 115-40 to permit overnight fleet vehicle parking within the front yard.

- 1. The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City.**

The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City. As previously mentioned, the fleet vehicles are intended to be parked on the Property overnight when there is less visibility to the Property in general. The fleet vehicles will be largely in operation during the day, making deliveries away from the Property. Although fleet vehicles are generally required to park in the side or rear of the building, because of the unique site constraints and narrowness of the Property, there is inadequate room in the sides or rear for vehicular

circulation and parking. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the building. However, in order to minimize potential effects on the appearance of the community, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent rights-of-way, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the fleet vehicle parking area (located by the staging platform), to vehicles travelling from the east. The vehicles when parked will be set back towards the staging platform and will be roughly one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the fleet vehicles. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By screening the area and limiting the fleet vehicle storage to overnight hours, Petitioner meets the intent and purpose of the subject regulations.

2. The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The requested variance is otherwise compatible with the surrounding land uses that would not be detrimental to the community. The location of the Property is unique due to its proximity to the I-595 in a heavily industrial area. The front of the Property faces the Interstate 595 westbound ramp. As such, there are no uses in operation or property owners across the street to the south of the Property that would be adversely impacted by the storage of the fleet vehicles in front of the building. The surrounding land uses are heavily industrial and unlikely to change due to the area's proximity to Interstate 595 and Interstate 95. Furthermore, there is no residentially zoned property in the area. Nonetheless, Petitioner has paid particular attention to the appearance of the Property and the screening of the fleet vehicles from the Interstate 595 ramp, ultimately adding significantly to the attractiveness of this otherwise industrial area. More specifically, in order to minimize potential effects on the appearance of the

community, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent rights-of-way, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the fleet vehicle parking area (located by the staging platform), to vehicles travelling from the east. The vehicles when parked will be set back towards the staging platform and will be roughly one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the fleet vehicles. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the requested variance is compatible with the surrounding land uses and would not be detrimental to the community.

3. The requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the City.

The variance requested is consistent with the Comprehensive Plan. The Property has a future land use designation of Industrial, which is intended for light and heavy industrial uses, marine industrial uses, heavy commercial uses, transportation facilities, and wholesaling uses, among others. The proposed cold storage warehouse use is consistent with this future land use designation. In addition, the variance request is consistent with the goals, objectives and policies of the City's Comprehensive Plan as follows:

Policy 1.3 - Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community. *The Project is proposing a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.*

Policy 1.4 Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. (B.C.P. #03.01.02). *The variance will allow for the development of the proposed cold storage use and is located in close proximity to Port Everglades and I-595.*

Policy 1.5 In order to ensure sufficient amounts of industrial land are available to meet Danie Beach's future needs, those lands enjoying a future land use industrial designation...shall not be utilized for non-industrial purposes. *Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy. The variance will allow for the development of this Project.*

Policy 1.6 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses. *The variance will support the development of a new industrial use that differs from those existing in the area and helps support a local need.*

Policy 5. 1 Encourage development to enhance the tax base of the community. *The variance supports the development of the Project, a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.*

Policy 5.5 Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan. *Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy.*

Policy 9.2 All proposed development and future land uses shall be compatible with adjacent land uses. *The variance supports the proposed warehouse use, which is compatible with the existing industrial uses located on adjacent parcels.*

As such, the proposed variance is consistent with the Comprehensive Plan.

4. The plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The plight of the Petitioner is due to unique circumstances of the Property, which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome. As mentioned, the Petitioner proposes to operate a cold storage warehouse on the Property. This type of use relies on the operation of fleet vehicles to supply and distribute from the warehouse. A condition of these fleet vehicles is their limited turning radius, which requires ample space in order to safely and expeditiously maneuver the vehicles. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet, in lieu of twenty eight and one half (28.5) feet required. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the

building. In order to provide sufficient space to do so and ensure trucks can maneuver safely in the front of the storage building, Petitioner must also reduce the rear setback to twenty (20) feet in lieu of twenty eight and one half (28.5) feet required. Due to the space and access limitations on the Property, the only area available for the fleet vehicle storage is at the front of the building. Despite the reduced setbacks and fleet vehicle parking being proposed in the front of the building, Petitioner has provided ample landscaping above and beyond code requirements to ensure there will be no visual impacts of this request. Conforming to the strict requirements of the Code would be unnecessarily burdensome and effectively prohibit most industrial uses requiring fleet vehicles on site, as the Property is narrow and does not allow for sufficient area around a storage or warehouse type building to create the necessary vehicular circulation to support fleet vehicle parking in either the side or rear of the building. As such, the plight of the Petitioner is due to unique circumstances of the Property and the Petitioner's fleet vehicles, which would render conformity with the strict requirements unnecessarily burdensome.

5. The variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

The variance requested is the minimum variance that is necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community. Petitioner is proposing to develop a brand-new cold storage warehouse building, with modern architecture and a visually appealing exterior façade. Although Petitioner is only proposing to store the fleet vehicles in the front of the building during overnight hours, Petitioner is proposing to add significant landscape materials that exceed Code requirements in order to ensure that vehicles are properly screened. Petitioner has worked closely with the City's landscape architect to ensure the best landscape materials are selected in order to achieve the necessary screening to obstruct the view of the fleet vehicles from the adjacent rights-of-way. As such, the proposed structure will maintain the visually appealing exterior during peak daytime hours, while ensuring that the Property maintains the visual appearance at night with the presence of the fleet vehicles. The new construction will also revitalize the area, enhancing the community character. While this area is primarily developed with similar industrial uses, many uses are dated with very little landscaping to enhance the appearance of these parcels. As such, much of the existing industrial development consists of warehouse buildings and vehicular use areas, with very little attention paid to landscaping or the visual aesthetics of the building. The proposed Project will actually enhance this industrial area of the community by providing a unique and attractive building with significant landscaping to enhance the visual appearance of the Property. Furthermore, the general public will have little interaction with the Property, as it is in a heavily industrial area that is not frequently visited by the members of the public. The Project will also adhere to all applicable laws and regulations for this specific use in order to ensure there are no health or safety impacts to the community at large. As such, the variance requested in the minimum variance that is necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community.

Variance from Section 205-10 to permit a reduced rear setback of 20 feet and side setback of 18 feet.

1. The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City.

The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City. Petitioner is proposing a 20-foot rear setback, which is a variance of 8.5 feet. Additionally, Petitioner is proposing an 18-foot side setback, which is a variance of 10.5 feet. Petitioner meets the City's requirements for the front yard setback. While Petitioner is proposing reduced side and rear yard setbacks, these areas include significant landscaping that far exceeds the landscaping that exists on other industrial parcels within this area of the City. More specifically, Petitioner is proposing a continuous hedge of Simpson Stoppers along both the east and west sides of the Property, further enhancing the Pigeon Plum Trees that will provide an attractive canopy to add to the Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. The addition of this new landscaping along the side and rear of the Property will significantly enhance the appearance of these areas and minimize any impacts associated with the reduced setbacks proposed. As further mentioned above, the location of the Property is also unique because the area is heavily industrial. The front of the Property is only visible from SW 31st Street and from the I-595 westbound ramp. In order to further enhance the appearance of this industrial parcel from these adjacent rights-of-way, Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. As such, strict compliance with the front yard setback ensures that the stability and appearance of the street frontage will remain uniform in nature, as contemplated by the Code, while enhancing the appearance of the Property through the selection and addition of landscape materials that exceed Code requirements. The addition of the hedge and canopy trees along the side and rear setbacks will further ensure an attractive buffer is provided between industrial uses and that any visual impacts from the reduced setbacks in these areas are minimized. The proposed setbacks will further provide ample distance separation between the building and property line. As such, the proposed side and rear setbacks are adequate to meet the basic intent and purpose of the regulations.

2. The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community. The proposed rear and side setbacks will provide ample distance separation from the adjacent properties. Petitioner meets the front yard setback requirement, ensuring that the frontage along SW 31st Street will remain consistent with all future development. The surrounding land uses are industrial uses particularly located in close proximity to Interstate 595 and Interstate 95, an area away from residential development, with little through traffic from the general public. Nonetheless, Petitioner has paid particular attention to the appearance of the Property and the screening of the fleet vehicles from the Interstate 595 ramp, ultimately adding significantly to the attractiveness of this otherwise industrial area. More specifically, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent rights-of-way, thereby

limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the proposed loading area to vehicles travelling from the east. The vehicles when parked will be set back towards the staging platform and will be roughly one hundred (100) feet from the right-of-way. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the requested variance is compatible with the surrounding land uses and would not be detrimental to the community.

3. The requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the City.

The variance requested is consistent with the Comprehensive Plan. The Property has a future land use designation of Industrial, which is intended for light and heavy industrial uses, marine industrial uses, heavy commercial uses, transportation facilities, and wholesaling uses, among others. The proposed cold storage warehouse use is consistent with this future land use designation. In addition, the variance request is consistent with the goals, objectives and policies of the City's Comprehensive Plan as follows:

Policy 1.3 - Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community. *The Project is proposing a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.*

Policy 1.4 Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. (B.C.P. #03.01.02). *The variance will allow for the development of the proposed cold storage use and is located in close proximity to Port Everglades and Interstate 595.*

Policy 1.5 In order to ensure sufficient amounts of industrial land are available to meet Danie Beach's future needs, those lands enjoying a future land use industrial designation...shall not be utilized for non-industrial purposes. *Petitioner is proposing an industrial use for this industrial designated parcel,*

consistent with the Comprehensive Plan and this policy. The variance will allow for the development of this Project.

Policy 1.6 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses. *The variance will support the development of a new industrial use that differs from those existing in the area and helps support a local need.*

Policy 5.1 Encourage development to enhance the tax base of the community. *The variance supports the development of the Project, a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.*

Policy 5.5 Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan. *Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy.*

Policy 9.2 All proposed development and future land uses shall be compatible with adjacent land uses. *The variance supports the proposed warehouse use, which is compatible with the existing industrial uses located on adjacent parcels.*

As such, the proposed variance is consistent with the Comprehensive Plan.

4. The plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The plight of the Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome. Petitioner is proposing to develop a cold storage warehouse facility on the property. Due to the nature of a cold storage warehouse, the building requires substantial floor area in order to accommodate the storage space and operational equipment. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet, in lieu of twenty eight and one half (28.5) feet required. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and fleet vehicle parking must be located in the front of the building. In order to provide sufficient space to do so and ensure trucks can maneuver safely in the front of the storage building, Petitioner must also reduce the rear setback to twenty (20) feet in lieu of twenty eight and one half (28.5) feet required. Despite the reduced setbacks and fleet vehicle parking being proposed in the front of the building, Petitioner has provided ample landscaping above and beyond code

requirements to ensure there will be no visual impacts of this request. Conforming to the strict requirements of the Code would be unnecessarily burdensome and effectively prohibit most industrial uses requiring fleet vehicles on site, as the Property is narrow and does not allow for sufficient area around a storage or warehouse type building to create the necessary vehicular circulation to support fleet vehicle parking in either the side or rear of the building. As such, Petitioner is seeking the variance in order to accommodate the space necessary to develop and operate the cold storage warehouse building.

5. The variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

The variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community. Petitioner is proposing to develop a brand-new cold storage warehouse building, with modern architecture and a visually appealing exterior façade. As mentioned, Petitioner proposed to provide a rear setback of 20 feet. The proposed rear setback is a reduction of 8.5 feet from the required 28.5 feet. Additionally, Petitioner is proposing to provide a side setback of 18 feet. The proposed side setback is a reduction of 10.5 feet from the required 28.5 feet. The variance is the minimum variance necessary to allow the Petitioner to develop the property according to the space requirements necessary for the operation of a cold storage warehouse, while still providing adequate distance separation from the property line. Petitioner meets the setback requirements for the front yard, ensuring that the frontage along SW 31st Street will remain consistent with all future development. Petitioner has also provided adequate landscaping to reduce any potential impacts associated with the variance request. More specifically, a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Gumbo Limbo trees, and a variety of palms accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. The Project will also adhere to all applicable laws and regulations for this specific use in order to ensure there are no health or safety impacts to the community at large. As such, the variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community.

Variance from Section 275-190(G) to allow palm trees to constitute no more than thirty two percent (32%) of total trees in lieu of a maximum twenty percent (20%) permitted.

- 1. The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City.**

The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City. As noted above, there is an FPL easement that runs along the entire frontage of the Property for approximately twelve feet (12'). The FPL easement area contains above-ground transmission lines that also extend along the Property frontage. Based on the FPL "Right Tree Right Place" requirements, large canopy trees, such as oak or ficus trees, must be set back a minimum of fifty feet (50') from the transmission lines. As such, no such trees can be planted within the front perimeter buffer. Even smaller medium trees, such as crepe myrtles and satinleaf trees must be set back at least thirty feet (30'). As palm trees may be located closer to the FPL transmission facilities, with a required distance of twenty feet (20') plus the length of the frond, such palm trees are proposed for the front landscape buffer in order to comply with FPL's "Right Tree Right Place" requirement and still have trees and an attractive canopy within the front easement and buffer area. More specifically, Petitioner is proposing a mix of Travelers Palms, Silver Date Palms and Saw Palmetto to ensure the Property continues to have an attractive front buffer while ensuring there will be no conflicts with the existing FPL transmission lines that run along the Property frontage. In addition, a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the Property from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Gumbo Limbo trees, and a variety of palms, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the variance maintains the basic purpose and intent of the Code as it affects the stability and appearance of the City.

2. The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community. The surrounding land uses are industrial uses particularly located in close proximity to Interstate 595 and Interstate 95, an area away from residential development, with little through traffic from the general public. Nonetheless, Petitioner has paid particular attention to the appearance of the Property and the screening of the Property from the Interstate 595 ramp, ultimately adding significantly to the attractiveness of this otherwise industrial area. While Petitioner is proposing additional palms above the Code allowances due to the existing FPL transmission lines and "Right Tree Right Place" requirements, the resulting landscaping will still transform the appearance of this industrial Property, especially when considering the other developed parcels in the vicinity and the significant lack of landscape materials in this area. Petitioner is proposing to provide a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by a variety of trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that

exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. As such, the requested variance is compatible with the surrounding land uses and would not be detrimental to the community.

3. **The requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the City.**

The variance requested is consistent with the Comprehensive Plan. The Property has a future land use designation of Industrial, which is intended for light and heavy industrial uses, marine industrial uses, heavy commercial uses, transportation facilities, and wholesaling uses, among others. The proposed cold storage warehouse use is consistent with this future land use designation. In addition, the variance request is consistent with the goals, objectives and policies of the City's Comprehensive Plan as follows:

Policy 1.3 - Clean, light, industrial development will be encouraged to support the tax base for the community and to provide a wide range of employment for residents of the community. *The Project is proposing a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.*

Policy 1.4 Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports. (B.C.P. #03.01.02). *The variance will allow for the development of the proposed cold storage use and is located in close proximity to Port Everglades and Interstate 595.*

Policy 1.5 In order to ensure sufficient amounts of industrial land are available to meet Danie Beach's future needs, those lands enjoying a future land use industrial designation...shall not be utilized for non-industrial purposes. *Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy. The variance will allow for the development of this Project.*

Policy 1.6 Significant industrial land is currently available. The City will encourage light/marine oriented industrial uses as an alternative to traditional industrial uses. *The variance will support the development of a new industrial use that differs from those existing in the area and helps support a local need.*

Policy 5.1 Encourage development to enhance the tax base of the community. *The variance supports the development of the Project, a new industrial use on a vacant parcel that will support the tax base for the community and add employment opportunities.*

Policy 5.5 Commercial, office, employment center and industrial land uses will be identified in accordance with the Comprehensive Plan. *Petitioner is proposing an industrial use for this industrial designated parcel, consistent with the Comprehensive Plan and this policy.*

Policy 9.2 All proposed development and future land uses shall be compatible with adjacent land uses. *The variance supports the proposed warehouse use, which is compatible with the existing industrial uses located on adjacent parcels.*

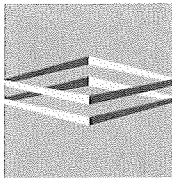
As such, the proposed variance is consistent with the Comprehensive Plan.

4. The plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The plight of the Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome. Petitioner is proposing to develop a cold storage warehouse facility on the property. As noted above, there is an FPL easement that runs along the entire frontage of the Property for approximately twelve feet (12'). The FPL easement area contains above-ground transmission lines that also extend along the Property frontage. Based on the FPL "Right Tree Right Place" requirements, large canopy trees, such as oak or ficus trees, must be set back a minimum of fifty feet (50') from the transmission lines. As such, no such trees can be planted within the front perimeter buffer. Even smaller medium trees, such as crepe myrtles and satinleaf trees must be set back at least thirty feet (30'). As palm trees may be located closer to the FPL transmission facilities, with a required distance of twenty feet (20') plus the length of the frond, such palm trees are proposed for the front landscape buffer in order to comply with FPL's "Right Tree Right Place" requirement and still have trees and an attractive canopy within the front easement and buffer area. More specifically, Petitioner is proposing a mix of Travelers Palms, Silver Date Palms and Saw Palmetto to ensure the Property continues to have an attractive front buffer while ensuring there will be no conflicts with the existing FPL transmission lines that run along the Property frontage. As this FPL transmission line is located along the entire Property frontage, the variance request is due to unique circumstances of the Property which render conformity with the strict requirements unnecessarily burdensome, as it would require the front buffer to extend over fifty feet (50') into the Property in order to accommodate the large canopy trees otherwise required, which would significantly impact the potential development of this industrial site. As such, Petitioner is seeking the variance in order to provide additional palm trees in lieu of canopy trees to ensure attractive landscaping is still provided to enhance the appearance of this industrial Property.

5. The variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

The variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community. Petitioner is proposing to provide canopy trees to the extent possible throughout the Property including a mix of Gumbo Limbo, Pigeon Plum, Silver Buttonwood and Ligustrum varieties. In fact, forty seven (47) of the sixty nine (69) trees provided on site are not palms. However, the Code allows only twenty percent (20%) of the trees on site to be palm trees while Petitioner is proposing a maximum thirty two percent (32%). The proposed increase is the minimum variance necessary in order to provide trees along the Property frontage and meet FPL's "Right Tree Right Place" requirements from the overhead transmission lines that exist in this area. The proposed variance will still preserve the character, health, safety and welfare of the community. More specifically, Petitioner has provided adequate landscaping to reduce any potential impacts associated with the variance request. More specifically, a continuous hedge of Simpson Stoppers line both the east and west sides of the Property and is further enhanced by a variety of trees and palms that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Gumbo Limbo trees, and a variety of palms accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the warehouse building from adjacent industrial uses and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. By significantly screening this use that is otherwise widely seen within the existing industrial area and on surrounding parcels, Petitioner will be enhancing the visual aesthetics in this area. The Project will also adhere to all applicable laws and regulations for this specific use in order to ensure there are no health or safety impacts to the community at large. As such, the variance requested is the minimum variance necessary to afford relief to the Petitioner, while preserving the character, health, safety and welfare of the community.



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Design Exception Justification Statement
2401 SW 31st Street

Altamar Foods Corp ("Petitioner") is the owner of the +/- 1.48-acre property located at 2401 SW 31st Street ("Property") (Folio: 504220060050), which is generally located approximately 157-feet north of the westbound I-595 ramp between Anglers Ave and Tram Road in the City of Dania Beach ("City"). The Property has a future land use designation of Industrial and a zoning designation of Industrial Research, Office and Marine Airport Approach District, IROM-AA. The Property is currently vacant, and Petitioner is proposing to develop a +/- 36,000 square foot cold storage warehouse structure, including 24,476 square feet of freezer coolers, 3,309 square feet of refrigerator coolers, and 7,200 square feet of office space.

According to Section 115-40 of the Dania Beach Land Development Code ("Code"), warehousing facilities with up to twenty (20) percent ancillary office space are generally permitted in the IROM-AA zoning district, subject to the conditions noted in 115-50(2) and 115-50(4). More specifically, the Code requires the architectural treatment of the buildings shall resemble that of an office building, particularly those portions facing public right-of-way and adjoining residential areas. This may include use of substantial construction materials, pedestrian scale architectural treatment, significant use of window and door glass, landscaping directly adjacent to a building, and overhead doors and loading activities to be located to the rear of the building, within interior areas between buildings, or within interior side yards. Further, the office floor area shall be comprised of at least ten (10) percent of the total gross floor area of the buildings. Petitioner has complied with these conditions of use as provided in the proposed plan set by positioning the office portion of the site towards the street and in front of the cold storage areas. The office area is comprised of forty one percent (41%) glass windows and doors on the front façade to create a more visually appealing structure resembling an office building and an inviting front entrance facing the right-of-way, and reducing the scale of the main cold storage structure. Petitioner has also worked very closely with the City's landscape architect in order to ensure that landscaping is provided above Code requirements to enhance the appearance of the Property, soften the appearance of the industrial use and screen trucks, vehicles and loading bays positioned towards the adjacent right-of-way.

The City's Code has supplemental industrial design standards as detailed in Section 511-30 that are intended to ensure industrial uses are compatible with other uses permitted in the same district, to promote design which is architecturally compatible with the surrounding area, to promote development and redevelopment, to discourage generic industrial box development and to ensure that historically and architecturally significant structures are conserved to the maximum extent feasible. While the Project meets the design criteria to the greatest extent possible, certain requirements cannot be met due to the nature of the use, the cold storage structures, and/or constraints associated with the Property. More specifically, Section 511-30(c) prohibits large, blank, unarticulated walls; section 511-30(d) notes all buildings and building facades shall be articulated through the use of a coherent and clear architectural design that incorporated rhythms in form and construction details; section 511-30(g) prohibits the use of flat steel or metal panels for exterior walls; section 511-30(h) notes the rear and sides of the building shall

be finished with material that in texture and color resembles the front of the building; section 511-30(j) requires the coloration of all buildings to be nature blending with a maximum of three (3) colors, encouraging the use of earth tone or light pastel colors; and section 511-30(M) provides that work area or storage doors and open bays shall not open toward or otherwise be visible from any of the designated principal roads. Due to the constraints associated with the size and configuration of the Property and the specific nature of the proposed cold storage use, Petitioner is unable to meet these design standards.

Cold storage buildings are a necessity in Florida, and in the City, as many fresh and perishable foods enter through Port Everglades in an effort to transport food from all over the world to tables within our communities, without putting the integrity of the food at risk. Temperature controlled containers and trailers help transport such items, but cold storage and refrigerated warehousing is a crucial component of the supply chain for food. Cold storage buildings are unique in nature and distinct from other industrial warehouse buildings. Because of the regulation surrounding refrigerated freight, cold storage is much more complex than its dry counterpart. The cold storage building is constructed using pre-fabricated freezers that are combined to create the building. These freezers are placed row-by-row in the interior of the building and also form the exterior walls of the building. The freezers contain insulated metal panels to ensure perishable goods can be effectively stored at the cold temperatures required. The entire cold storage building can then be set to extremely cold temperatures and a robotic system is used to move and store frozen goods, as necessary. The robotic system further minimizes the need for employees to enter into the cold storage area and bear the extreme temperatures. In South Florida, it is particularly important to construct a building that will adequately store frozen goods and do so in an efficient manner despite the constant heat. As such, the freezer components and building are created through an insulated metal cold storage panel system. Again, such freezers are combined to create the building itself. The structure, trim and other finishes are connected to create one seamless piece, therefore preventing the possibility of water collecting and becoming stagnant and reducing the ability of unwanted bacterial and mold to thrive. The insulated metal panels used in cold storage applications offer protection based on the conditions of exposure. Further, there are many mandates and regulatory measures in place for such freezers to ensure the integrity of the products being stored and transported. The panels and freezer units are created using thermally-efficient panels with food-safe finishes free of obstructions to support a clean working environment, meeting all USDA and FDA regulations. The use of metal panels on the exterior structures allows for the buildings to maintain temperature stability while being energy efficient. The metal framing further provides the best insulation that can be easily modified to accommodate the temperature requirements of the facility. As such, the use of the metal panel structure provides superior thermal performance, ensures maximum energy efficiency, provides for the necessary temperature control and reduces operating costs. The resulting building is also extremely durable and can easily withstand the extreme weather conditions that are seen in South Florida. Further, the metal freezer system and metal building components are not susceptible to rust, mold or mildew infestation that can be seen using traditional building materials for this type of use where the outdoor weather conditions differ so drastically from the temperatures in the interior of the building. Finally, as a result of the freezer components making up the building itself and the nature of the development parcel, Petitioner is proposing to place six (6) roll-up storage doors at the front of the cold storage warehouse facility as depicted on the front elevations provided. As a result, the storage doors will face SW 31st Street. As such, Petitioner is seeking a design exception pursuant to Section 511-20(B) in order to develop the Project. More specifically, Petitioner is requesting design exceptions from the following criteria:

- Section 511-30(c): large, blank, unarticulated walls shall be prohibited;
- Section 511-30(d): all buildings and building facades shall be articulated through the use of a coherent and clear architectural design that incorporated rhythms in form and construction details;
- Section 511-30(g): the use of flat steel or metal panels for exterior walls is prohibited;
- Section 511-30(h): the rear and sides of the building shall be finished with material that in texture and color resembles the front of the building;
- Section 511-30(j): the coloration of all buildings to be nature blending with a maximum of three (3) colors, encouraging the use of earth tone or light pastel colors; and
- Section 511-30(m): work area or storage doors and open bays shall not open towards or otherwise be visible from any of the designated principal roads.

Section 511-20(B) provides that the City commission may approve exceptions to this article as conditions to a site plan approval upon making the following findings: (1) There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable; (2) The applicant has offered significant enhancements to other pertinent aspects of the site that the city commission determines will offset any negative impact that an exception to these standards might otherwise create; and (3) The property does not front on a collector or arterial roadway. Petitioner will demonstrate that the design exception meets each of the enumerated criteria.

1. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable.

There are circumstances peculiar to the site and the intended use that make compliance with a particular requirement of this article impracticable. Petitioner is requesting a design exception from Section 511-30(c)(d)(g)(h)&(j) because of the circumstances peculiar to the intended use. As noted above, the specific nature of the cold storage use that is differentiated from other storage and industrial uses. Because of the regulation surrounding refrigerated freight, cold storage is much more complex than its dry counterpart. The cold storage building is constructed using pre-fabricated freezers that are combined to create the building. These freezers are placed row-by-row in the interior of the building and also form the exterior walls of the building. The freezers contain insulated metal panels to ensure perishable goods can be effectively stored at the cold temperatures required. The entire cold storage building can then be set to extremely cold temperatures and a robotic system is used to move and store frozen goods, as necessary. The robotic system further minimizes the need for employees to enter into the cold storage area and bear the extreme temperatures. In South Florida, it is particularly important to construct a building that will adequately store frozen goods and do so in an efficient manner despite the constant heat. As such, the freezer components and building are created through an insulated metal cold storage panel system. Again, such freezers are combined to create the building itself. The structure, trim and other finishes are connected to create one seamless piece, therefore preventing the possibility of water collecting and becoming stagnant and reducing the ability of unwanted bacterial and mold to thrive. The insulated metal panels used in cold storage applications offer protection based on the conditions of exposure. Further, there are many mandates and regulatory measures in place for such freezers to ensure the integrity of the products being stored and transported. The panels and freezer units are created using

thermally-efficient panels with food-safe finishes free of obstructions to support a clean working environment, meeting all USDA and FDA regulations. The use of metal panels on the exterior structures allows for the buildings to maintain temperature stability while being energy efficient. The metal framing further provides the best insulation that can be easily modified to accommodate the temperature requirements of the facility. As such, the use of the metal panel structure provides superior thermal performance, ensures maximum energy efficiency, provides for the necessary temperature control and reduces operating costs. The resulting building is also extremely durable and can easily withstand the extreme weather conditions that are seen in South Florida. Further, the metal freezer system and metal building components are not susceptible to rust, mold or mildew infestation that can be seen using traditional building materials for this type of use where the outdoor weather conditions differ so drastically from the temperatures in the interior of the building. Finally, as a result of the freezer components making up the building itself and the nature of the development parcel, Petitioner is proposing to place six (6) roll-up storage doors at the front of the cold storage warehouse facility as depicted on the front elevations provided. As a result, the storage doors will face SW 31st Street. As such, Petitioner is seeking a design exception pursuant to Section 511-20(B) in order to develop the Project.

Petitioner is further requesting a design exception from Section 511-30(m) due to circumstances peculiar to both the nature of the use and the Property. The placement of the roll-up storage doors at the front of the cold storage warehouse facility is required because of the constraints associated with the Property and the nature of the proposed use which further dictates the building configuration. More specifically, the Property is a relatively small industrial parcel being only 1.48 acres in size. In addition, it is a long and narrow parcel, significantly constraining any development on the site, particularly for the industrial uses intended. While the Property has a depth of over three hundred thirty nine (339) feet, it is less than one hundred ninety (190) feet wide. In addition, the size of the freezer/warehouse building is a function of the cold storage freezers that are placed together to create the building, as they cannot simply be reduced in size. Due to the nature of a cold storage warehouse, the building requires substantial floor area to accommodate the storage space and operational equipment. The size of the freezers cannot be modified. Instead, the freezers are pieced together in order to create a single uniformed cold storage building. As a result, the freezer building must be one hundred fifty four (154) feet wide, resulting in internal side setbacks of eighteen (18) feet. These internal side setbacks do not provide sufficient room for the necessary drive aisles to circulate trucks and other vehicles to the rear of the building. As such, the vehicle circulation and loading areas (including storage bays) must be located in the front of the building. However, in order to minimize potential effects on the appearance of the community, Petitioner has set back the building significantly, allowing for the fleet vehicles to be parked away from the adjacent right-of-way, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct the loading area and bays (located by the staging platform), to vehicles travelling from the east. The storage bays themselves will be set back towards the staging platform and be well over one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the storage bays. In addition, Petitioner is proposing to provide additional landscaping above and beyond the Code requirements in order to adequately screen the area from view. A continuous hedge of Simpson Stoppers lines both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that

will not only enhance the appearance of the Property, but also screen the fleet vehicle parking from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area. As such, to provide access for the loading and unloading of delivery vehicles, the roll-up storage doors must be located at the front of the cold storage warehouse building.

In addition, the location of the Property is unique due to its proximity to the I-595, in a heavily industrial area with little public through traffic. Furthermore, there are no adjacent property owners across the street from the Property. Considering these factors, any visibility of the storage doors from SW 31st Street will be minimal, in conformance with the intent of the Code, and the Applicant is providing substantial landscape along the frontage of the Property to provide significant screening from SW 31st Street to ensure any visibility from I-595 is limited to the maximum extent possible. As such, there are circumstances peculiar to the site and the intended use that make compliance with this requirement impracticable.

2. The applicant has offered significant enhancements to other pertinent aspects of the site that the city commission determines will offset any negative impact that an exception to these standards might otherwise create.

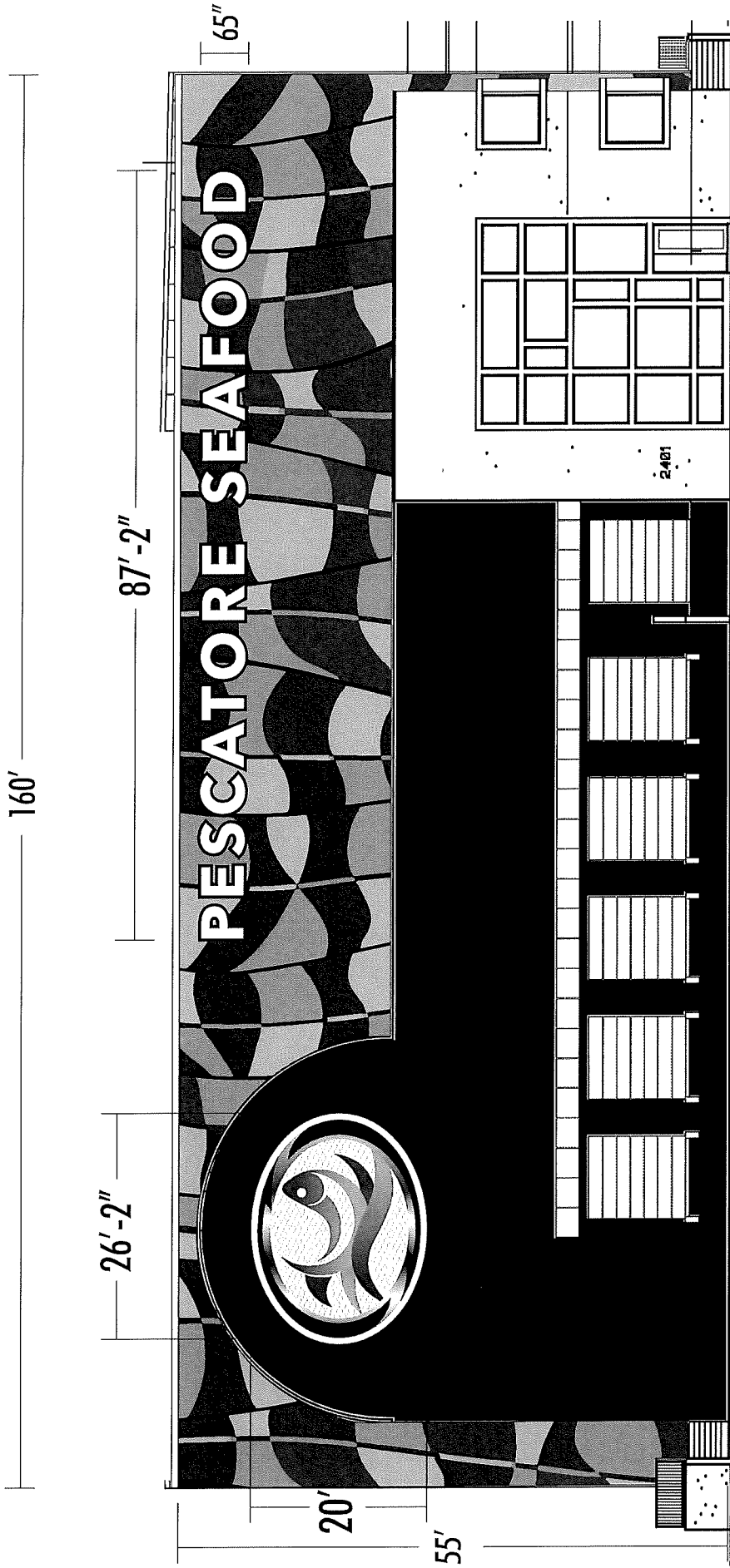
Applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impact that an exception to these standards might otherwise create. The Project does so in part by positioning the office portion of the site towards the street and in front of the cold storage areas. The office area is comprised of forty one percent (41%) glass windows and doors on the front façade to create a more visually appealing structure resembling an office building and an inviting front entrance facing the right-of-way, and reducing the scale of the main cold storage structure. The cold storage building, loading area and storage bays have also been set back significantly from the property line, thereby limiting visibility. While the minimum front setback required for the Property is fifty three (53) feet, Petitioner has set back the office portion of the building to seventy six (76) feet. This office area will help obstruct loading areas and storage bays to vehicles travelling from the east. The storage bays themselves will be set back towards the staging platform and will be well over one hundred (100) feet from the right-of-way. This separation from the adjacent street network will significantly limit visibility of the fleet vehicles. As mentioned, Applicant is also proposing to install substantial landscaping along the frontage on SW 31st Street, beyond code requirements. The landscaping will screen the front of the building, minimizing visibility from SW 31st Street. More specifically, the Project includes a continuous hedge of Simpson Stoppers lines both the east and west sides of the Property and is further enhanced by Pigeon Plum Trees that will provide an attractive canopy to add to the existing Green Buttonwoods and Live Oak Trees that exist in this area on adjacent parcels. Petitioner has also worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the storage bays from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the storage bays and create an attractive frontage that exceeds Code

requirements, significantly enhancing this industrial area. The enhanced landscaping will offset any negative impact of the placement of the roll-up storage doors in the front of the building. Additionally, Applicant is designing a brand-new building with an attractive exterior façade that incorporates the roll-up storage doors into the overall design.

In addition, Petitioner is proposing to create a one-of-a-kind, artistic wrap to be applied to the exterior of the building, over the metal panel system, in order to create an attractive, visually appealing building. Although the artistic design may be modified to address any City art programs for this specific area, examples of the building facades utilizing this artistic wrap are attached hereto and can also be seen at the Jai Alai building on East Dania Beach Boulevard. The material is a 3M branded printed wrap comprised of pressure sensitive vinyl printed with lanolin based inks and sealed with a top laminate that provides ultraviolet and weather protection for the printed image. The printed image itself can be tailored to create a unique artistic wrap that is desirable for both the City and Petitioner. This would reduce any impacts associated with the metal building and enhance the design of the building to create truly unique facades that can be enjoyed by anyone travelling past the Property. The design can be further tailored to ensure its compatibility to the surrounding area. Further, such an artistic wrap is desirable as it will not take away from the function and efficiencies of the cold storage building as would other more traditional building materials. As such, the Applicant has offered significant enhancements to other pertinent aspects of the site that the City commission determines will offset any negative impact that an exception to these standards might otherwise create.

3. The property does not front on a collector or arterial roadway.

The Property fronts on SW 31st street, which is not a collector or arterial roadway. Despite not fronting on one of these roadways, Petitioner recognizes the proximity to the I-595 ramp and potential for visibility to the site from this area. As such, Petitioner has worked closely with the City's Landscape Architect to select landscape materials along the Property frontage that will not only enhance the appearance of the Property, but also screen the storage bays from the adjacent right-of-way and from Interstate 595. By selecting a mix of Silver Buttonwoods, Pigeon Plum and Gumbo Limbo trees, accented by an attractive continuous hedge and other accent plants, Petitioner is able to adequately screen the fleet vehicles when parked and create an attractive frontage that exceeds Code requirements, significantly enhancing this industrial area.



Total Squarefeet (Logo): 524
Total Squarefeet(Letters): 472

SOUTH ELEVATION OPTION C

LAYOUT # 8452-3
ALTAMARFOODS

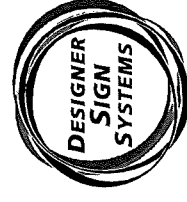
Drawn by: KC

Date: 4/28/2021

File: 8452 - Altamarfoods - South - Art Wrap.cdr

APPROVED
☐ YES ☐ NO

SIGNATURE OF APPROVAL



"The Art of Signage"

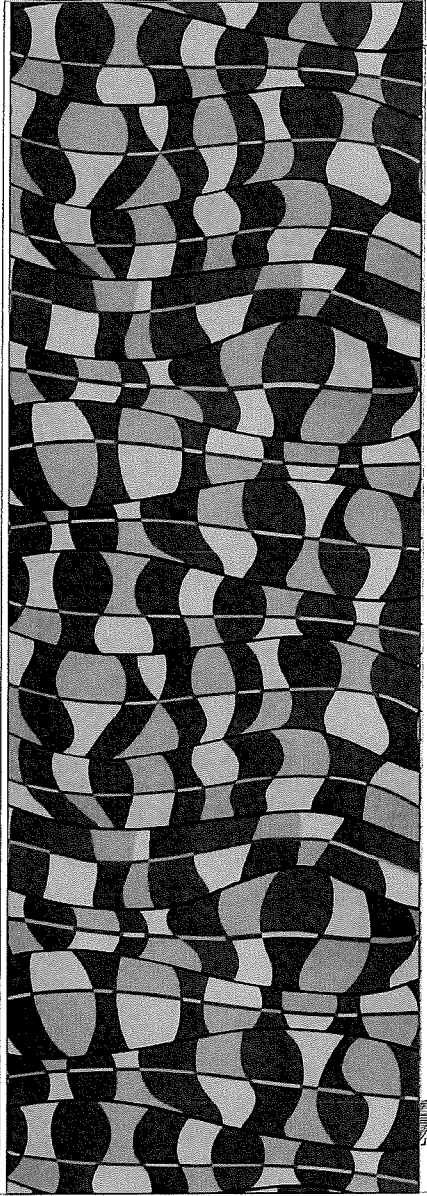
3540 NW 56 Street, Suite 201
Ft. Lauderdale, FL 33309

954.972.0707 FAX 954.972.1040

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156'

54'



WEST ELEVATION

ALTAMARFOODS

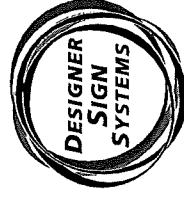
Drawn by: KC

Date: 4/28/2021

File: 8451 - Altamafoods - West - Art Wrap.cdr

APPROVED
☐ YES ☐ NO

SIGNATURE OF APPROVAL



"The Art of Signage"

3540 NW 56 Street, Suite 201

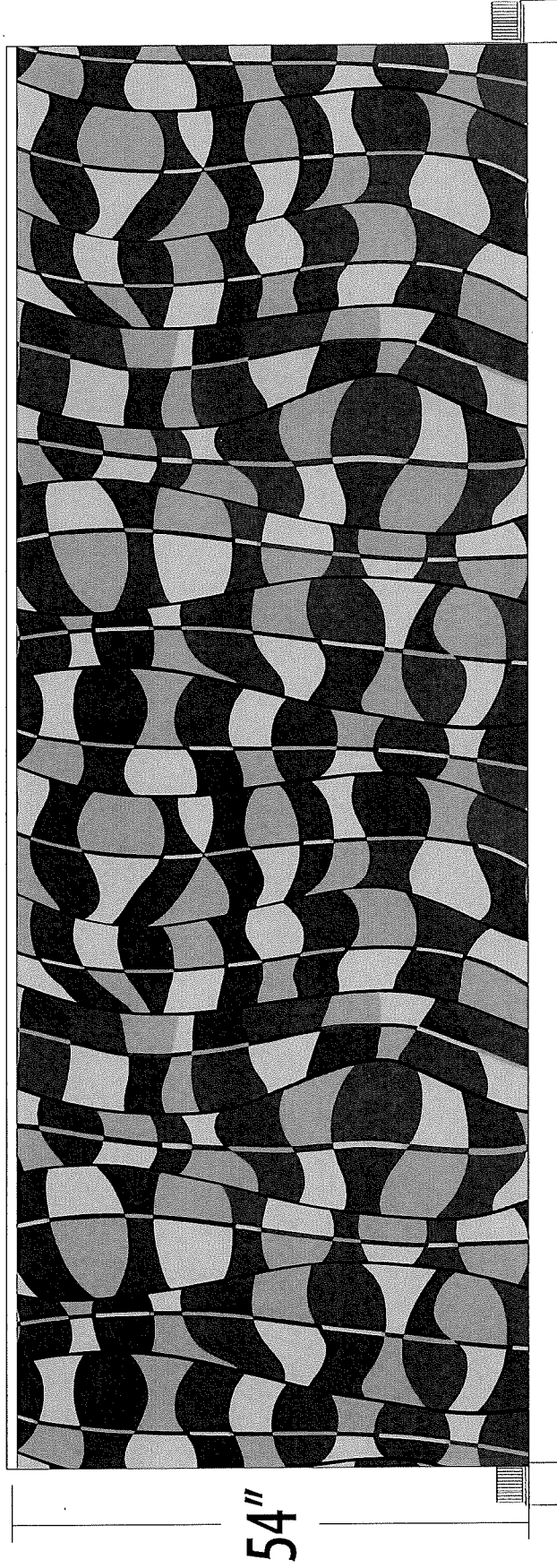
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CONFIRM MEASUREMENTS

149' -5-1/4" ESTIMATED BASED ON 54"H



EAST ELEVATION

Layout # 8453

ALTAMARFOODS

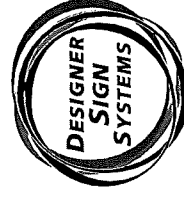
Drawn by: KC

Date: 4/28/2021

File: 8453 - Altamarfoods - East - Art Wrap.cdr

APPROVED
☐ YES ☐ NO

SIGNATURE OF APPROVAL



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Christina Bilenki

From: Icenhour, Rachel <ricenhour@daniabeachfl.gov>
Sent: Tuesday, June 7, 2022 4:02 PM
To: Christina Bilenki
Cc: Lien
Subject: 2401 SW 31 ST - Lien Results

Good Afternoon,

Please find the below results for the address: 2401 SW 31 ST (folio – 5042-20-06-0050).

- Water and Sewer – Not serviced by Dania Beach
- Code Violation –None
- Open Building permits may exist on this property. Contact Building & Zoning 954-924-6800 Ext 3633
- Other Amounts – None
- Property As Reference is clear of liens placed by the City of Dania Beach – Yes

Have a Great Day



Rachel Icenhour
Utility Customer Service Technician | City of Dania Beach
ricenhour@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL, 33004
Phone: 954-924-6800 x3663



Web: daniabeachfl.gov | **App:** AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



5048 POINTE EMERALD LANE; BOCA RATON, FL
(p) 561.465.5949 | (e) nbarnett@bardezco.com

DATE: June 10, 2022

TO: City of Dania Beach – Development Review Committee
100 W Dania Beach Blvd; Dania Beach, FL 33004

ATTN: Anne-Christine Carrié, Senior Planner

RE: Development Review Comment Letter (Cycle No. 1)
Cold Storage Warehouse – 2401 SW 31st Street; Dania Beach, FL
DRC Project ID: 20008.000 | SP-014-21

Ms. Carrié,

On behalf of the Applicant, Bardez, LLC is pleased to submit the attached documentation for compliance with the Development Review Committee's first review of the above-referenced application. Following is an itemized list of all comments contained in the DRC's review letter, followed by our responses in **BOLD** text:

LANDSCAPE – RYAN ST. GEORGE

2) Provide an arborist's evaluation of the two-specimen sized strangler fig (*Ficus aurea*) identified in the tree disposition plan. If either meets the City's definition of "specimen tree" provide a tree appraisal calculated per the guidelines in Sec. 825-140(C)(2). Remove any specimen trees from canopy mitigation calculations as they are mitigated through payment of the appraisal value (or equivalent value plantings on-site). The requested arborist report was not provided in this second DRC application submittal.

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

3) The submitted mitigation calculations do not include the additional 50% replacement requirement outlined in Sec. 825-100(A)(5). The 50% additional replacement has not been added to the mitigation calculations. In addition, the specimen tree value is calculated incorrectly. Refer to the City's specimen tree appraisal calculation method in Sec. 825-140(C)(2).

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

5) Buffer widths appear inconsistent with Code. The southern buffer shall meet the requirements of Sec. 275-90(C) (5' minimum) while the remaining buffers shall comply with Sec. 275-120 (10' minimum). Side and back buffers remain 5' wide as previously proposed, and southern/front buffer appears to be 15' wide.

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

8) The 20% interior VUA landscaping requirements in Sec. 275-100(B) do not appear to have been met. Landscape data table does not show the required or provided amount of interior VUA landscape square footage.

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

9) Perimeter buffer trees do not appear to meet the size requirements in Sec. 275-120. Pigeon Plum buffer tree key/name does not match between tags and landscape legend. (CD14 vs CD16) Buttonwoods (CES14) along the northern property line still don't meet the 16' minimum size for perimeter buffer trees.



RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

10) Include the requirements of Sec. 275-190(D) thru 275-190(G) in the Landscape Calculations table. No breakdown of minimum 40% shade trees and maximum % smaller trees was provided.

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

11) Screening requirements for structures [Sec. 275-170(A)] do not appear to have been met. Linear footage provided is adequate, but material size remains deficient in some areas (24" minimum).

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

3B) tree #6 appears to be an off-site palm tree and should not be part of the disposition plan. No response was provided to any of the comments posted on 2/25/21 related to the existing site conditions, though comments 1 and 2 appear to have been addressed adequately. If tree #6 is actually rooted within the property, then adjust the location on the disposition plan accordingly.

RESPONSE: Please see attached, 028. Landscape Plan Approval Letter from Ryan St. George

NEW COMMENTS:

1. Please include the FPL easement limits on the landscape plan and verify if Sec. 275-190(C) "Tree placement near utilities" has been satisfied (permission granted by FPL).

RESPONSE: Acknowledged

2. Revision 4 has not been added to revisions list on sheet L-1.

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

3. Screening requirements for equipment (i.e. dumpster enclosure) [Sec. 275-170(B)] do not appear to have been met.

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

4. Revise the Landscape Data table to correctly calculate minimum tree requirements by rounding up any fractional remainder to the next whole number (i.e. Landscape Buffer Requirements $875/40 = 21.75 = 22$ trees required). Update mitigation calculations to reflect revised "Required" numbers.

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

5. Landscape Detail sheet shows Code Section 275-90(D) which does not apply to this property as it is not located in Residential Office District. This citation should likely reference 275-90(C).

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

6. The submitted landscape data table and plan do not appear to address non-VUA landscaping requirements outlined in Sec. 275-140.

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

7. If no trees are being retained, no tree protection details are required.

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

8. Ensure root barriers are provided where appropriate and noted/identified accordingly [ref. Sec. 275-190(O)]

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

9. A proposed live oak in the SE corner of the property appears to be located in proposed impervious parking/sidewalk. Please clarify?

RESPONSE: Please see attached, 028 Landscape Plan Approval Letter from Ryan St. George

ZONING – ANNE-CHRISTINE CARRIÉ

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.

RESPONSE: Acknowledged. Additional information is being provided with this submission.

2. Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. The form is available on the City's Web site, cost \$100 and takes 5 days to process.
- a. [BY OTHERS] Acknowledged.
- b. Staff Comment: Comment not addressed. Must be submitted prior to being scheduled for public hearing.

RESPONSE: The lien search results have been provided with this resubmittal.

8. The applicant is expected to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide documentation of any public outreach.
- a. **RESPONSE:** [BY OTHERS] Acknowledged. Any such documentation will be provided prior to public hearing.
- b. Staff Comment: Comment not addressed. Submit documents.

RESPONSE: There are no condominium or neighborhood associations in the vicinity of the property. All other public hearing notice requirements will be met.

9. **UTILITIES:** Identify projected water, sewer and solid waste demand for the project. Must provide documentation from Public Services, or Broward County as applicable, stating capacity is available to meet the projected demands prior to public hearing.
- a. **RESPONSE:** Water and sewer demand calculations have been prepared for the project and are provided near the upper-right corner of the attached/revised Utility Plan (Sheet No. C-5.0). Service availability letters will be requested from the appropriate water/sewer providers, and provided to the city prior to public hearing.
- b. Comment not addressed. This is a TIER I comment that must be satisfied prior to being scheduled for public hearing.

RESPONSE: Water and sewer demand calculations have been prepared for the project and are provided near the upper-right corner of the attached/revised Site Plan (Sheet No. C-3.0).

Our office has written to request water and sewer availability letters – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from the County, a copy of the availability letters will be provided to the City.

11. USE: Per Sec. 115-40, the Fleet Parking Accessory use must be located in the rear or internal side yard of the Property.

- a. RESPONSE: [BY OTHERS] Acknowledged.
- b. Staff Comment: i. Comment not addressed. An application and fee were received for a Variance from this requirement, but no justification or supporting documents were provided. Additional comments will be provided once received. ii. A variance request from this requirement must be substantiated with mitigation measures, including but not limited to screening. Provide graphic depiction of screening measures for the entire fleet parking area.

RESPONSE: Justification statement has been provided. Screening details are provided on the landscape plan.

13. On site plan sheet, provide the range of truck sizes that can be expected on this site.

- a. RESPONSE: Per your request, this information has been added near the bottom-right corner of the attached/revised Site Plan (Sheet No. C-3.0) as Note No. 1.
- b. Staff Comment: Comment not addressed. Revise "Note 1" to include dimensions for the trucks that can be expected during all operation scenarios.

RESPONSE: The note has been revised accordingly. Please refer to the Note No. 1, located near the bottom-right corner of the attached Site Plan (Sheet No. C-3.0) for this information.

14. Provide a vehicle/truck circulation plan for the different types of vehicles proposed on site as set forth in Sec. 265-110.D.1.

- a. RESPONSE: Animated vehicle turning movements have been prepared for the largest vehicle being used for site operations (WB-40) and for the Fire Truck. Please refer to the Vehicle Movement Plan included with this resubmittal as Exhibit 'A' for this information.
- b. Staff Comment: The trucks are shown to back into the westernmost loading space only. Include the turning movement for the easternmost loading space. Please note that per Sec. 270-50.a loading spaces must be directly accessible from a street and cannot require crossing or entering any required off-street parking space.

RESPONSE: The westernmost loading bay is the only loading area accessible to the largest vehicle class anticipated at the site (WB-40). The eastern loading bays will be utilized by smaller vehicle classes (i.e., SU-30) for loading/unloading activities.

15. Per the site plan, the longer trucks are blocking the 2-way drive aisle to the eastern portion of the lot. Revise plans to allow the 24' aisle, or show turn-around exhibits which shall be consistent with Sec. 265-110.C.7

- a. RESPONSE: The longer trucks (WB-67) referenced from our initial submittal were included in error. The largest truck being utilized in normal operations for this site is the WB-40. Appropriate documentation is being included with this submittal to demonstrate compliance with Sec. 265-110.C.7.
- b. On site plan and truck circulation plan, include the largest truck that can be expected during all operation scenarios on the site. Call out the dimensions on the plans. ii. Provide confirmation from FPL that the largest truck expected on the site will clear the existing FPL power lines which cross the driveway.

RESPONSE: Truck dimensions have been added and are shown on the Site Plan and Vehicular Movement Exhibit.

Our office has written FP&L regarding the truck/wire clearance at the driveway – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from FP&L, a copy of their response to our inquiry will be forwarded to the City.

16. Provide bicycle parking on site plan as required in Section 265-51.

- a. RESPONSE: Bicycle parking, in accordance with Section 265-51, has been added near the southeast corner of the building. Please refer to the attached/revised Site Plan (Sheet No. C-3.0) for this information.
- b. Relocate bicycle racks on the ground level for better accessibility.

RESPONSE: Bicycle parking remains near the front building entrance. As discussed during the 6/10/2021 project meeting, we prefer this location as it provides the most visibility, safety, and convenient building access.

17. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.

- a. RESPONSE: Acknowledged. The attached traffic statement, prepared by Stonefield Engineering, will be provided to the City Engineer for acceptance prior to public hearing.
- b. Staff Comment: Pending for approval from Traffic Engineer.

RESPONSE: Acknowledged. The previously submitted traffic statement, prepared by Stonefield Engineering, will be provided to the City Engineer for acceptance prior to public hearing.

18. Applicant must obtain statement from the City Engineer or Public Works Department, stating that adequate water supply exists for this project.

- a. RESPONSE: Acknowledged. The applicant will obtain the appropriate verifications and provide to the City upon receipt.
- b. Staff Comment: Pending for approval from City Engineer.

RESPONSE: Acknowledged. Our office has written to request water and sewer availability letters – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from the County, a copy of the availability letters will be provided to the City Engineer for their verification and acceptance.

19. INDUSTRIAL DESIGN STANDARDS: The submittal included the south elevation of the building but is missing the other 3 faces. Please provide the remaining building elevations which shall be designed in accordance with Article 511.

- a. RESPONSE: Acknowledged. The attached traffic statement, prepared by Stonefield Engineering, will be provided to the City Engineer for acceptance prior to public hearing.
- b. Staff comment: The rear and side elevations are inconsistent with Sections 511-30.c, d, g, h and j. Revise plans or address this comment in writing.
- t. Per Sec. 511-30.M, Work area or storage doors and open bays shall not open toward or otherwise be visible from any of the designated principal roads. Revise or request an Exception from this design requirement by submitting an application form, the \$500 application fee, and a demonstration that the following criteria has been met (per Sec. 511-20.B):

- i. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable;
- ii. The applicant has offered significant enhancements to other pertinent aspects of the site that the city commission determines will offset any negative impact that an exception to these standards might otherwise create; and
- iii. The property does not front on a collector or arterial roadway.
- u. Applicant Response: Acknowledged.
- v. Staff Comment: Comment not addressed. Application and form received, but justification statement or supporting documents were not provided.

RESPONSE: A justification statement corresponding to the requested design exceptions has been provided detailing the requests and reasoning for same.

22. Please indicate the amount of fenestration proposed on façade to show consistency with Sec. 511-30.I.

- a. RESPONSE: [BY OTHERS] Information provided on sheet SC-2.
- b. Staff Comment: Comment not addressed. Per Sec. 511-30.i, "On ground stories, the minimum required glass façade area shall be measured between a height of two and one-half (2.5) feet and eight (8) feet above the abutting grade." Insufficient fenestration is provided on the primary and secondary elevations.
Revise plans accordingly.

RESPONSE: A justification statement corresponding to the requested design exceptions has been provided detailing the requests and justification to support same.

23. In accordance with 511-10.K, identify the building materials and colors on elevation sheets.

- a. RESPONSE: [BY OTHERS] The main freezer building is a metal composite, steel framed one story. The accessory building is Concrete Block System. Notes added. See sheet SC-2.
- b. Staff Comment:

- Per Sec. 511-30.g, the use of metal panels for exterior walls is prohibited. Revise plans accordingly.
- In accordance with Sec. 511-30.k, indicate how the proposed art work on the elevations are compatible with the architectural design of the remainder of the building. Revise plans or address in writing.

RESPONSE: A justification statement corresponding to the requested design exceptions has been provided detailing the requests and reasoning for same.

26. SIGNS: Provide copy of all proposed signage (including colors, materials, dimensions, and locations) which shall be consistent with Article 505 (see Sec. 505-120).

- a. RESPONSE: [BY OTHERS] Proposed signage has been identified on the attached elevations.
- b. Per Sec. 511-120.O.2, wall signage shall not exceed one (1) square foot for each of the first seventy-five (75) feet of frontage, and onequarter (.25) of a square foot per additional one (1) foot of frontage. No sign may exceed one hundred fifty (150) square feet. No wall sign shall exceed seventy (70) percent of the signable area of the surface upon which placed. Revise signage or submit a sign variance application pursuant to Sec. 505-180.

RESPONSE: Sign calculations have been revised to note the maximum dimensions permitted under Section 505-120 of the City Code. The applicant is not intending to seek a variance for signage.

27. NEW COMMENT: There are overhead power lines crossing the front property lines. Indicate the height of the power lines and provide confirmation from FPL that all trucks expected to service this site may safely enter it.

RESPONSE: Our office has written FP&L regarding the truck/wire clearance at the driveway – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from FP&L, a copy of their response to our inquiry will be forwarded to the City.

28. NEW COMMENT: On sheet DRC-3, call out the heights of the different platforms on the rear and side elevations. Revise side entrances to conform to Sec. 511-30.L and E.

RESPONSE: Plans have been revised to detail the height of the platforms.

29. NEW COMMENT: Per Sec. 290-50.B, Maze-style pedestrian openings for dumpster enclosures are required for new nonresidential development. A maze-style opening is an opaque wall or fence that can be located no more than forty-eight (48) inches and no less than thirty-six (36) inches from the enclosure opening. The enclosure opening shall be no more than forty-eight (48) inches and no less than thirty-six (36) inches in width.

RESPONSE: Those notes were added on the C-3.0 Site Plan

30. NEW COMMENT: Show material details for dumpster enclosure which shall be consistent with Sec. 290-50.E which states: Materials and construction methods. Enclosures for new construction shall be constructed of masonry or stucco concrete block painted to match the color of the principal building(s). Enclosures for existing development shall be constructed of masonry, stucco concrete block, durable opaque PVC or any combination of these elements. Gates shall be constructed of opaque materials in the manner provided in subsection (A), above.

RESPONSE: Those notes were added on the C-3.0 Site Plan

31. NEW COMMENT: Per Sec. 290-50.f, provide dumpster enclosure details which shall include a raised concrete slab, a drain, and cleaning water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code.

RESPONSE: Those notes were added on the C-3.0 Site Plan

32. NEW COMMENT: If public art is proposed on the site, please refer to the PRIVATE DEVELOPER GUIDELINES included in the Documents tab in CAP. Document will also be emailed to the address listed on the application.

RESPONSE: Petitioner would like to wrap the building in an artistic manner in order to comply with the public art requirements.

FIRE AND EMERGENCY SERVICES – DAVID ZIPOLI

I. Fire Department Access Information as follows:

- All turning radii (demonstrated) NFPA 1.18.2.3.5.1

- Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside [1:18.2.3.5.3] [AHJ] - Sheet C3.0 - Show the fire truck entering and exiting with the 38/50 rule from the street access.

RESPONSE: The requested information for the driveway has been added to the attached Site Plan (Sheet No. C-3.0).

2. Plans must be signed and sealed.

RESPONSE: Acknowledged. Plans being attached with this submittal are electronically signed/sealed.

3. Sheet 3.0- Staircase exits on the cooler side storage provide a walking path for egress. (Plans state this will be landscape)

RESPONSE: Concrete walkways have been added along the east and west sides of the building as discussed and per your request. Please refer to the attached/revised Site Plan (Sheet No. C-3.0) for this information.

4. Sheet L-1- Provide a note stating trees will not block fire hydrants and backflow.

RESPONSE: Acknowledged.

5. Proof of Water Supply & Fire Flow Demand as follows: NFPA 1.18.3.1/NFPA 1.18.4.5.1- Provide waterflow test results

RESPONSE: Per your request, a copy of the fire flow test results has been included with this submittal.

TRAFFIC ENGINEERING – XAVIER FALCONI

1. Sheet Title Exhibit, Sheet ID A. At the top of the exhibit, the illustration for the fire truck circulation shows five WB-40 trucks next park in front of the staging platform area. The same exhibit at the bottom shows three WB-40 trucks, one SU-40 and SU-30. Please explain the difference.

RESPONSE: The referenced exhibit has been revised to show the loading/unloading vehicle mix more appropriately (WB-40 at westernmost bay, SU-30 at eastern bays) for all vehicular turn demonstrations.

2. The ability to park the WB-40 truck closest to the office may require additional turning area. Please provide Auto-Turn for that parking movement.

RESPONSE: The westernmost loading bay is the only loading area accessible to the largest anticipated vehicle class for the site (WB-40). The eastern loading bays will be utilized by smaller vehicle classes (i.e., SU-30) for loading/unloading activities.

3. Please provide Auto-Turn for the SU-30 proposed to be parked next to the office area.

RESPONSE: The requested SU-30 turning movements have been prepared and are included on the Vehicular Movement Exhibit.

4. The placement of the dumpster appears very tight for a garbage truck to access when a WB-40 truck is parked next to the staging platform area. Please provide more detail to prevent any potential conflicts.

RESPONSE: Garbage truck turning movements for this circumstance have been prepared and are included on the Vehicular Movement Exhibit, near the top-right corner of the sheet.

5. Please indicate that the trucks proposed to access the site would meet the minimum requirements to clear above the ground FPL cables due to the presence of and FPL easement.

RESPONSE: Our office has written FP&L regarding the truck/wire clearance at the driveway – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from FP&L, a copy of their response to our inquiry will be forwarded to the City.

6. The sight distance triangle is typically measured from the location of the stop bar. The 14.5' indicated in drawing C-3.0 at the proposed driveway is the minimum distance from the edge of the major road.

RESPONSE: Acknowledged. The Site Plan (Sheet No. C-3.0) has been revised accordingly, and now shows the safe sight distance triangle being measured from the stop bar. The

ENGINEERING – MOHAMMED SHARIFUZZAMAN

1. Please provide a response letter for following comments. Please give specific responses to the open issues, not generic responses such as "see plan" or "corrected".

RESPONSE: This response letter has been prepared accordingly.

3. Please provide a signed and sealed Topographic and Boundary Survey for the site. Not satisfied. Please provide existing drainage structure information (rim, pipe inverts etc.)

RESPONSE: Drainage structure information has been obtained and is now provided on the attached survey. Relevant information shown on the survey is referenced on the attached/revised Engineering Plan (Sheet No. C-4.0).

4. Please verify if utility easements are allowed within FPL easements as shown. Not Satisfied.

RESPONSE: Our office has written FP&L regarding the overlapping easements – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from FP&L, a copy of their response to our inquiry will be forwarded to the City.

5. All dimensions, Radius, and horizontal controls shall be shown on Site Plan and Engineering Plans. Please callout proposed type of curb in the plans. Not Satisfied. Callout all radius along the curb.

RESPONSE: Relevant dimensions and curb radii are shown on the Site Plan (Sheet No. C-3.0). A note (No. 1) referencing the Site Plan for this information, has been added near the bottom-right corner of the Engineering Plan (Sheet No. C-4.0).

7. Please provide a narrative for proposed drainage plans. Describe water quality, water quantity and drainage design criteria for the project. Discuss outfall and discharge as applicable. Please provide narrative for both onsite and offsite drainage facilities. Not satisfied.

- a. Please demonstrate retention of 25 year 3 day design storm.
- b. Please provide 10 year 1 day protection for parking lot grade.
- c. Demonstrate 100 year zero discharge stage and FFE elevation criteria
- d. Proposed yard drains, trench drains draining to R/W shall not be allowed.
- e. Demonstrate all roof drainage is connected to drainage wells.
- f. The cross sections provided are not satisfactory. The drainage from rear lot, side lot areas need to be contained onsite.

RESPONSE: Individual responses are listed below. Please refer to the attached preliminary drainage report for additional information.

- a. The 25-year-3-day storm event is retained for the main parking and building area via a perimeter berm set to elevation 4.70 NAVD (vs. storm event stage = 4.62 NAVD). A small area near the front of the property, particularly for the driveway and sidewalk connection, cannot be retained due to low elevations being matched at the right-of-way.
- b. The lowest catch basin inlet elevation in the parking lot is 4.50 NAVD, being above the 10-year-1-day storm event stage (4.45 NAVD).
- c. The 100-year-3-day (zero discharge) stage elevation is 4.79 NAVD, being well below the minimum habitable finished floor elevation of 10.25 NAVD.
- d. A trench drain is no longer being utilized at the driveway, and all yard drains are located inside of the 25-year-3-day perimeter berm.
- e. Plumbing plans are not available at this time, however, a note (No. 2) indicating that all roof drainage must be connected directly to the drainage well system has been added near the bottom-right corner of the Engineering Plan (Sheet No. C-4.0).
- f. The attached Grading Cross Sections (Sheet No. C-4.1) have been revised accordingly.

8. Please clarify ADA accessibility for Building with FFE 10.00. Not satisfied. Provide all FFE and Flood proofing requirements.

RESPONSE: The FFE at the front office entrance is 6.25 NAVD. ADA accessibility to the 10.25 finished floor elevation is managed using an elevator located inside of the building lobby.

A note (No. 3) indicating flood proofing requirements has been added near the bottom-right corner of the Engineering Plan (Sheet No. C-4.0).

9. Please provide Pavement Marking and Signage Plan, Stormwater Pollution Prevention plans with sufficient details. Not Satisfied. Specify the length of double yellow.

RESPONSE: The length of double yellow striping (25.0') is now indicated on the attached Pavement Markings and Signage Plan (Sheet No. C-3.1).

10. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. Not satisfied. Provide additional sign details.

RESPONSE: Per your request, Broward County signage details have been added to the revised Pavement Markings and Signage Plan (Sheet No. C-3.1).

12. BC water and sewer latest standard details shall be utilized and shown on plans. Not satisfied. Provide latest details.

RESPONSE: Details shown on the Utility Plan (Sheet No. C-5.0) have been updated accordingly.

15. Demonstrate that the sidewalk will not exceed 5% longitudinal slope and 2% cross slope. Not satisfied. Proposed Ramp and handrails shall not be allowed in FPL easement.



RESPONSE: The handrail ramp has been replaced with a standard concrete walkway w/ switchback. Please refer to the Engineering Plan (Sheet No. C-4.0) for compliant spot grading and additional information.

16. Identify Right of Way width dimensions, Property and Center Lines, swale areas, etc. along abutting roadways to the project and show the information on Site Plan and engineering plans. Not satisfied. The drainage structure on the driveway is not suitable for truck loads.

RESPONSE: Acknowledged. The Engineering Plan (Sheet No. C-4.0) has been revised to require AASHTO HS-20 loading capacity. We are not sure if any part of the existing structure may be suitable for reuse – notation has been added accordingly.

17. Please provide Typical cross sections along the perimeter to represent proposed conditions. For swale area the side slope shall not exceed 4:1 slope. Not satisfied. Proposed site will drain to adjacent private properties which is not allowed. The cross sections will also need detail for concrete pavement, asphalt pavement etc. Dumpster pad detail, concrete pavement details are missing on the plans.

RESPONSE: Pavement details are provided on the Engineering Plan (Sheet No. C-4.0). The trash enclosure detail is provided in the Architect's drawings.

18. Provide FFE elevations for all proposed buildings. Not satisfied.

RESPONSE: FFE elevations are provided for all proposed buildings on the Engineering Plan (Sheet No. C-4.0).

21. Please provide water and sewer availability letters from utility providers. Not satisfied.

RESPONSE: Our office has written to request water and sewer availability letters – a copy of our letter is attached with this submittal for the City's reference.

Upon receipt from the County, a copy of the availability letters will be provided to the City.

24. The Site Plan approval shall be concurrent with variances approval.

RESPONSE: Acknowledged.

On Behalf of the Applicant,

NOEL Barnett, PE, LEED AP
FL Professional Engineer No.: 72006

BARDEZ, LLC
FL Certificate of Auth. No.: 32223





CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”

Purchasing Requests ONLY

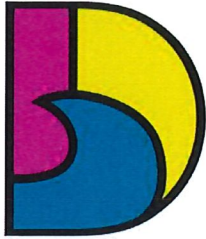
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

OT-064-22 Waiver of Replat CW Thomas, R-2022- C.W. Thomas Park Waiver of Replat (OT-064-22), Exhibit B - Waiver of Replat Application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 23, 2022

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

SUBJECT: **OT-064-22:** The City of Dania Beach is requesting a waiver of replatting for property located within C.W. Thomas Park at 100 NW 8 Avenue.

Candido Sosa-Cruz
Digitally signed by
Candido Sosa-Cruz
Date: 2022.07.25
11:28:42 -04'00'

Request

WAIVER OF REPLAT

To waive the replatting requirement for vacation right-of-way; code requires easement and streets to be vacated by plat, per Section 655-30(D).

PROPERTY INFORMATION

EXISTING ZONING: Open Space (OS)/Neighborhood Residential (NBHD-RES)
LAND USE DESIGNATION: Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

Background

The applicant is proposing to vacate approximately 620 linear feet of Right-of-Way located between NW 2 Street and NW 1 Street inside CW Thomas Park. City Commission recently approved a Parks Master Plan which identifies many new buildings and upgrades to the amenities within CW Thomas Park, as well as other parks in the City. This request is in connection with a site plan application for the site, which will place part of a new building within the existing right-of-way, as proposed in the Parks Master Plan.

The City's Land Development Code (LDC) states that "no platted street, alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, showing the condition of the area after such vacation and abandonment; however, if it is determined by the city commission that the submission and approval of such new plat would cause an undue hardship to the property owner requesting such a vacation or abandonment, the submission and approval of such new plat may be waived by the City Commission."

This application will be followed by a vacation application which will require Planning and Zoning Board recommendation and two (2) readings at public hearing by the City Commission.

Recommendation

Approve the resolution to waive of replatting requirement.

RESOLUTION NO. 2022-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, Land Development Code (the "LDC"), Part 6 "Development Review Procedures and Requirements," Article 655, "Vacations of Right-of-Way," states that no platted street alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, unless the City Commission waives the requirement of a new plat; and

WHEREAS, the property owner, the City of Dania Beach, (the "Applicant"), has requested a waiver of replat (OT-064-22) approval in order to submit an application to vacate approximately 620 linear feet of dedicated City right-of-way located within CW Thomas between NW 2 Street and NW 1 Street, as legally described in Exhibit "A," a copy of which is attached to this Resolution; and

WHEREAS, this request is necessary for on site improvements to C.W. Thomas Park consistent with the City Commission approved Parks Master Plan; and

WHEREAS, the City will vacate the unimproved right-of-way and will dedicate the same right-of-way for City park use in order to expand the size of the park and provide more amenities for the community; and

WHEREAS, the request is consistent with Section IV of the Future Land Use Element of the City of Dania Beach Comprehensive Plan (the "FLU Element"), titled "IV. Requirements for Future Land Use Goals, Objectives and Policies"; and

WHEREAS, Section 635-30(D) of the LDC allows the City Commission to waive the submission and approval of a new plat for a vacation of right-of-way if it would cause undue hardship to the property owner; and

WHEREAS, pursuant to the criteria of Section 655-30(d) of the LDC, the City Commission finds that replatting would cause undue hardship to the property owner; and

WHEREAS, the Broward County Planning Council issued a letter indicating that pursuant to the Broward County Plan this vacation does not require replating, which is incorporated into the resolution as Exhibit C; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the City's LDC; and

WHEREAS, the City Commission finds that approval of the requested waiver of replat (OT-011-21) is consistent with the LDC and Comprehensive Plan;

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

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

Section 2. That the waiver of replat application (OT-064-22), a copy of which is attached as composite Exhibit "B," is made a part of and incorporated into this resolution by this reference, is approved.

Section 3. That the City's Staff Report is ratified and confirmed as being true and correct and is made a specific part of the resolution as findings of fact.

Section 4. That this resolution only allows the Applicant to submit and process an application to vacate the right-of-way without the need to replat the subject property but does not grant the vacation itself nor constitute the approval of such vacation.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertake actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 23, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
WAIVER OF REPLAT
APPLICATION

EXHIBIT C
PLATTING DETERMINATION LETTER



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: Plat Waiver

Date Rec'd: 7-22-22

Petition No.: OT-064-22

(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. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: CW Thomas Park - 100 NW 8th Ave.

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 504233100710 Legal Description: See attached legal description

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: 954-924-6800 Ext. 3730 Home: _____ Fax: _____

E-mail address: ebrown@daniabeachfl.gov

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd.

Business Telephone: 954-924-6800 Home: _____ Fax: _____

Explanation of Request: Waiver of platting

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **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? Owned by the City of Dania Beach

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*)

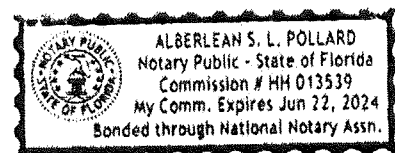
BEFORE ME THIS 21st DAY OF July, 2022

By:

Eric Brown
(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.***



HISTORIC PRESERVATION BOARD

1 North University Drive, Box 102
Plantation, FL 33324
Phone: 954.357.9731
Broward.org/History

“Recognizing and Celebrating
Broward County Pioneers since 1973”

July 18, 2022

Mayor Tamara James (tamarajames@daniabeachfl.gov)
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Dear Mayor James:

The Broward County Historic Preservation Board is pleased to announce that its 2022 Pioneer Day event will be hosted by the City of Wilton Manors on October 15, 2022, at 12 pm.

We are certain your municipality or organization will want to be part of this special day, so please participate by selecting one pioneer to be honored. When reviewing your possible nominees, please consider first and foremost candidates who have made outstanding and/or unique contributions to the community. You may also want to consider your long-term residents and are encouraged to seek and honor your earliest pioneers, as well. If your city is home to a historical society, we ask that you work with that society to select your Pioneer for 2022.

Please complete the enclosed 2022 Pioneer Nomination and Biographical Data Form for your nominee and return it, electronically to hpb@broward.org **no later than August 15, 2022.**

Or via mail to:

Broward County Historic Preservation Board
c/o Rick Ferrer - Urban Planning Division
1 North University Drive, Box 102
Plantation, FL 33324

A high-resolution photograph of your nominee is essential and may be submitted with the nomination form. The souvenir program for the event will include brief biographical information for each nominee. Please provide a maximum of one page typewritten double spaced. We reserve the right to edit the information as needed for the publication. If you wish to submit more biographical information, we will be glad to include it in the Historic Preservation Board's biographical files.



Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

This year the Board also requests your nomination, one in each category, for the following awards:

- **Judge Clayton Nance Memorial Award** – This award is presented to a person or group devoted to the study and/or promotion of local history.
- **Dr. Cooper C. Kirk Award** – This award is presented to a person or group that have published works highlighting our local history and/or historical research.
- **Historic Preservation Board Special Award** – This award is presented to a person or group who has contributed to the mission of the Broward County Historic Preservation Board.
- **Stuart P. McIver Historian's Award** – This award is presented to a person or group who has contributed to the mission of historic property conservation, restoration, rehabilitation or preservation.

We look forward to receiving you nominees and to working with you as Pioneer Day approaches. This will be an exceptional salute at an exceptional time, and we know that the City of Wilton Manors (celebrating 75 years since incorporation this year!) will host us in exceptional fashion.

Thank you,



Sheldon McCartney, Chair
Broward County Historic Preservation Board

Enclosure

cc: Rick Ferrer, County Historic Preservation Officer



Broward County Historic Preservation Board
presents



46th Annual

PIONEER DAY

HONORING BROWARD'S PIONEER SPIRIT



**WILTON MANORS
HAGEN PARK COMMUNITY CENTER**

2020 Wilton Drive, Wilton Manors

SATURDAY, OCTOBER 15

Noon - 2 pm

Broward.org/History



BROWARD COUNTY PIONEER DAY 2022

Nominations by the Dania Beach Historical Society

2022 Pioneer Nomination: Terrell McCoombs

- Judge Clayton Nance Memorial Award – **Linda Wilson**

This award is presented to a person or group devoted to the study and/or promotion of local history.

- Dr. Cooper C. Kirk Award – **Emmanuel George**

This award is presented to a person or group that have published works highlighting our local history and/or historical research.

- Historic Preservation Board Special Award - **Emmanuel George**

This award is presented to a person or group who has contributed to the mission of the Broward County Historic Preservation Board.

- Stuart P. McIver Historian's Award – **Need suggestion.**

This award is presented to a person or group who has contributed to the mission of historic property conservation, restoration, rehabilitation, or preservation.

TERRELL EUGENE MCCOMBS

Named after Iverson Terrell Parker (I.T. Parker)

2022 Pioneer Biographical Data

Terrell Eugene McCombs, I am a fourth generation Danian, born and currently live in the same family home now for 62 years. Married to Janet B. McCombs since 2014. I became a Florida Pioneer Descendant in September 2003. My mother's Great-Grandfather, George B. Ellis, settled in Ellisville before March 3, 1845 on which date Florida was admitted as a State.

Mother, Janie Ellis McCombs, was a descendant of Florida Pioneer on both sides of her family. Giles Ellis, her 4th Great-Grandfather, moved to Nassau County (Jacksonville) in 1920. In 1995, she became a Broward County Pioneer in 1995. She visited her Uncle George and Aunt Clara Roper of Dania in 1945 and became a teacher at South Broward High School in 1947 when it was in the City of Dania. She taught there for 37 years.

Father, Howard Eugene (Gene) McCombs, was a lifetime resident of Dania. He was a Dania Commissioner at the time the Dania Beach wooden pier was first constructed 1961. He was involved with the Dania Beach Historical Society since 1973 when Broward County Pioneer Days started. His father, Howard, was on the City Commission in 1934. Grandfather, Frank Leslie Neville (FL Neville), was elected to Dania City Commission in 1913. FL Neville was one of the first Broward County School Board elected officials in 1915 to 1925. In 1925, FL Neville was appointed as a City of Hollywood Commissioner and in 1927 was able to help bring back the City of Dania. He was elected to the Broward County Commission from 1928 through 1947, and voted for the construction of the Dania Beach Bridge.

Personal Biography:

My family's involvement with the City of Dania Beach sparked my interest in preserving the history of our City for future generations.

Work experience:

Griffin Brothers Landscaping from 1982 to 2002

City of Sunrise, Florida – Code Compliance Officer from 2006 to present

Community Involvement:

Dania Beach Historical Society member since 1977 & currently a volunteer in 2022

I.T. Parker Community Advisory Board – appointed in 2005

Dania Beach Code Enforcement Board – appointed in 2002

Dania Beach Improvement Committee member for more than 20 years

Dania Beach Heights Civic Association

Landscape Inspector Association of Florida, Broward County member 2005 to present

International Society of Arboriculture Member since 2005 to present

Hobbies:

Backyard Wildlife Habitat, Certificate of Recognition at the McCombs Residence

Sign Painting, helping neighbors, Church volunteer, keeping our neighborhood clean

Designed the cover page for the 12th Annual Broward County Pioneer Days brochure

Landscaping – Dania Beach Heights Civic Association volunteers

2004 – Centennial Park, designed landscape plans and installation of plantings

2007 – Entrance Way to Dania Beach Heights (Stirling Rd & SW 4th Ave) - plans

2008 – Broward Beautiful Community Grant – Dania Memorial Park - plans

Memories:

Dania Beach Tomato Day Parades / Drove my 1961 Lincoln in the 2004 Centennial Parade

Volunteering yearly with the City of Dania Historical Society display presentations for the Broward County Pioneer Days in different cities. Winning ribbons for the best displays and theme.

Installation of trees at the Dania Patch, donation from the Dania Beach Improvement Committee

Installation of coconut trees and memorial marker at Tottie Adler Park, DBIC

Dania Beach Historic Home Tour 2008/ designed the brochure

Born September 24th 1988 in Overtown Florida, he spent his childhood years in North Miami and Miami Shores. In 2002 to the present day he's been living in Hollywood and Dania beach. His calling to be a voice and advocate for the local black community came after being taken under Valencia Gunder's wing as one of her mentees. Through getting involved in community activism in Miami, Emmanuel applied what he was taught in Dade and brought it to the Hollywood and Dania Beach communities. His passion has always been film and art. He wanted to blend his love for history with community development. Because of his work and dedication to Black Broward, he's started the

- Black Broward film project Episode 1, A tale of Sibling communities: Danie & Liberia
- Producer of the Sistrunk-A-Fair which is the first black art week in Broward County
- 2018 Radical Partners Leadership Lab Alumni
- Worked and completed the African American Archive Project for the Lake Wales Museum
- The "Emmanuel George Collection" which is a collection of archives focused on South Broward's Black history with a special focus on Historic Attucks High School through Oral History interviews, yearbooks online for public use, digitized and scanned photos as well as documentaries
- Directed the documentary "Stories From Our Ancestors, An Ode to Attucks High School.
- Received a Proclamation from the city of Hollywood on February 16th 2022 highlighting my work on preserving Black History in their city.
- Conducted an Oral History interview series about Hallandale through the Broward County Cultural Division.
- Made it on Forbes through my work of preserving history.
- 2021 Gen2Gen fellow through Encore.Org. Which focuses on Bridging generational divides

Broward County Historic Preservation Board (Email: hpb@broward.org)
C/O Rick Ferrer – Urban Planning Division
1 North University Drive, Box 102
Plantation, FL 33324

2022 PIONEER DAY NOMINATION AND BIOGRAPHICAL INFORMATION FORM

In selecting a nominee for Broward County Pioneer, please include as a primary consideration the individual's contribution to his/her community. Length of residence in Broward County should not be the basis for selection. Please include sufficient biographical information and 1 high resolution photograph of the nominee.

Nominating Entity:

Dania Beach Historical Society & Museum, Inc.

Pioneer's Name:

Linda Rasso Wilson

Mailing Address (Including city, state, zip):

1547 Adams Street
Hollywood, FL 33020

Telephone and Email:

954-929-8712
lb_wilson@bellsouth.net 954-929-8712

Place and Date of Birth:

Brooklyn, NY 10-25-1945

Date of arrival in Broward County; if born elsewhere:

Hollywood, FL April, 1968

Spouse/Domestic Partner Name:

Douglas W. Wilson

Child(rens) Name(s):

N/A

Mother's and Father's Names:

Kathrine and Frank Rasso

Education:

Brooklyn, NY St. Brendan's Diocesan H.S.
Barry University, Miami, FL ; Bachelor of Liberal Arts

Memberships/Hobbies/Volunteerism:

Hollywood Lakes Civic Assoc. (Past President, Vice Pres., Sec'y)
Hollywood Historical Society
National Association of Governmental Purchasing, Inc. (Charter Member)
Friends of the Dania Beach Paul DeMaio Library (Board of Directors, Past President, V-,Pres., Sec'y.)
Art in the Hall - City of Dania Beach Atrium Gallery (3 yrs. Coordinated all art exhibits, with Curator Kitte Arnold & Sandy Goldberg; Monthly and Quarterly Special Art & Music Events)
"Honor the Legacy" Joint Project :Friends of Dania Beach Paul DeMaio/City of Dania Beach (CRA)/ Broward Community Foundation Art of Community Grant, Gary Moore D/B/A Kneebaby, Inc. (Historic Markers & Mural, Downtown Dania Beach.

Reminiscences of the Pioneer's Life in Broward County (please provide early and current photos for publication)

Personal History:

Born in Brooklyn, NY. My family emigrated from Calabria, Italy.
I moved to Hollywood, FL 1968.

Work History: My work history included Bid & Contract Coordinator for several National and International medical supply companies, North Broward Hospital District - Procurement, and City of Fort Lauderdale - Procurement (18 yrs).

Volunteer/Community Involvement:

Retired 2005, and began my volunteer career, outlined above. My concentrated efforts for the last 10 years have been on the "Oldest City in Broward County", Dania, FL. My focus has been on expanding Dania Beach Friends of the Library and Library Services, through community outreach, and special events to increase awareness of available resources for residents and visitors alike through the Broward County Library system. Friends of the Library provide funding for many programs that are not budgeted by Broward County Library. We raise funds through donations, memberships, special events and grants. I currently service at 1st Vice President of the Dania Beach Friends of the Library.

My research and documentation abilities and interests led me to delve into the origin or Dania (Originally named Modelo), its founders, pioneers and development. This research led me to press for establishment of a formal Dania Beach Historical Society. After several years of promoting interest, the formal Dania Beach Historical Society and Museum, Inc. was incorporated in November 2019, and is currently actively progressing.

I am truly proud to have been a driving force with City Commissioner Lauren Odman in finally legally incorporating this Society.

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Tuesday, August 02, 2022**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	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
Mary Jane Guerra 245 Southwest 5th Street Dania Beach, FL 33004 917-426-6636 mjguerra.education@gmail.com	November 9, 2021	November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadv@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
Tuesday, August 02, 2022**

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



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: August 23, 2022

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

Our Community Development Block Grant Application (CDBG) for \$177,575 for solar lighting has been approved. The award will be part of the CDBG Year 48 program. This project is aligned with our Citywide Lighting Master Plan 2020. Additionally, this initiative of safer streets via lighting initiatives and using solar power lighting is in alignment with your adopted Strategic Plan.

The \$1 million investment at our Pier is moving along according to schedule. By mid-September all the south side railings will be completed. A large part of the area at the Pier that is currently closed off for safety purposes will be reopened. We are working with the contractor to mitigate the inconvenience to our Pier visitors while ensuring maximum safety.

The demolition and clearing of the former Dania Beach Grill site has been completed. By the time of our Commission meeting, I will provide you with several dates for the groundbreaking event at our Beach campus for the new restaurant, Lucky Fish. We are working closely with the City of Hollywood to garner their support to annex a small area of 0.204 acres currently inside a fenced-in area of the FAU parking lot. The approval by the City of Hollywood is crucial for us to take one giant step forward to build a much-needed parking garage and prevent the ongoing issue of beach closures due to limited parking.

In addition to all the 1 on 1 meetings with the City Commission regarding the proposed 2023 Fiscal Year Budget, we will have a Commission workshop on Tuesday, August 30th at 4:00 p.m.

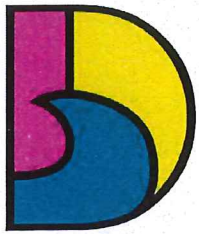
We will be planning a groundbreaking event for Wednesday, October the 12th, at CW Thomas Park to celebrate Phase 1 of our adopted Parks Master Plan of 2019. The time is to be determined by the City Commission. The total investment in our City Parks will exceed \$47 million. The investment in CW Thomas Park will be approximately \$18 million.

We will be having the Mayor's State of the City address on Thursday, the 13th of October, at the Dania Pointe Marriott. A 5:00 p.m. reception will be followed by a 6:00 p.m. commencement of the program. The Manager's committee has been working successfully with Mayor James.

We will be doing a ribbon cutting celebration at City Hall as the West Wing project will be completed in October. The date we have scheduled is Tuesday, the 25th of October, prior to the Commission meeting. The time is to be determined by the City Commission.

On Saturday, the 22nd of October at noon, we will be hosting an employee appreciation picnic. We are working with our Vice Mayor and our picnic committee to ensure the success of this endeavor.

Enclosed please find my Department Director updates. As you can, see the Renaissance of Dania Beach is a reality as a multitude of projects are coming to fruition. Your support and leadership is greatly appreciated. Together, we are ensuring Dania Beach is a premier City to live in, work in and visit.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: August 23, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report –July 2022 – Community Development Department

Candido
Sosa-Cruz

Digitally signed by
Candido Sosa-Cruz
Date: 2022.08.15
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The following is a summary of Community Development Department activity during the month of July 2022.

Community Development Special Projects:

RAC Land Use Amendment: The Land Use Amendment application was submitted to Broward County on May 31, 2022. Staff is working with our consultant to address comments from Broward County, then the application will be submitted to the State of Florida for further review. We anticipate bringing this back to the City Commission for second reading early next year.

Green/Net Zero Regulations: Recommendations were brought to the City Commission for discussion at the June 28, 2022 City Commission meeting. Staff is finalizing the proposed text amendment establishing Green/Net Zero initiatives and regulations. We anticipate bringing this back to the City Commission in September 2022.

Zoning Text Amendment – Incentives: Recommendations were brought to the June 28, 2022 City Commission meeting for discussion. Staff is finalizing the proposed text amendment enhancing our development incentives in the Regional Activity Center. We anticipate bringing this back to City Commission in September 2022.

Neighborhood Signage: The Department has engaged residents in the neighborhood located between SW 24 Avenue and SW 27 Avenue, north of Griffin Road to identify an acceptable neighborhood name. The installation of this sign allows us to complete the rebranding initiative that the CRA started last year. We anticipate bringing this item to the City Commission in August 2022.

Building Division:

The Building Department reviewed and issued 202 building permit applications.

Building staff conducted 1,440 inspections and issued one (1) residential certificate of occupancy.

The Department collected \$182,858.77 building permits for the month of July 2022.

Planning and Zoning Division:

Seagis Port 95 Building D – This site plan application proposes a new 55,000 square foot industrial warehouse located at 3410 SW 34th Court. It has been reviewed by the DRC and is scheduled for an upcoming City Commission public hearing.

HydraSource Warehouse – This site plan and plat request is for new construction of a 1-Story, 9,272 square foot Warehouse with associated infrastructure and landscaping located at 3581 SW 26 Terrace. It is currently being reviewed by the DRC.

Hilton Embassy Suites Hotel – This site plan is for new construction of a 13-Story, 222 room hotel located at 233 North Federal Highway. It is currently being reviewed by the DRC.

MADYard – This site plan modification request is for the renovation of existing building and creation of outdoor art gallery and restaurant use, located at 481-485 S. Federal Highway. It is currently being reviewed by the DRC.

Jaxson's Assembly – This site plan application proposes a multifamily residential building containing 278 RAC dwelling units located at 101 SW 1st Street. It is currently being reviewed by the DRC.

Kings Head Pub Site – This site plan application proposes a multifamily residential building containing RAC 216 dwelling units located at 500 East Dania Beach Blvd. It is currently being reviewed by the DRC.

Quarterdeck Food/Beverage Kiosks – This site plan application proposes three kiosks at the Quarterdeck Restaurant at Dania Beach Pier. It is currently being reviewed by the DRC.

Dania Oaks Place Phase III – This site plan and plat application proposes to develop 14 townhome units on a 1.03-acre parcel. It is currently being reviewed by the DRC.

Dania Oaks Place Phase I & II – This site plan modification is a revision to landscaping plans for earlier phases of Oaks Place which are under construction. It is currently 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.

Dania Plaza – This application is for Site Plan approval for a 90-room hotel proposed for 380 S. Federal Highway, along with the required application for Special Exception approval. It is being reviewed by the DRC.

Miscellaneous Zoning Activities:

- 30 Certificate of Use applications processed
- 20 Vacation Rental applications processed
- 97 Zoning Counter interactions
- 3 Public Hearing items processed
 - FDOT Annexation resolution
 - Seagis Rezoning, first reading
 - Code Violation fees, first reading

Code Enforcement Division:

The team 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 or homeless related issues.

A total of 68 complaints were submitted into the code complaint system and were inspected by code staff.

Code Officers have been driving through assigned zones and reminding residents we are in hurricane season and to keep properties secured by removing all prohibited outside storage.

Code has been monitoring political signs for proper size and location.

Code is continuously working with Public Services to address bulk trash issues within the City. 32 bulk notices were issued in July and the City removed bulk from 5 of the 32 properties that were cited, and invoices were mailed out.

Beach Ranger and Parking Division:

- Parking Citations Issued: 938
- Staff reported 28 violations at the beach including safety issues and graffiti.
- Staff issued two tow notices to vehicles parked at the beach; vehicles were removed by owners.
- Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations.
- In collaboration with the Planning Division and Public Services Department, we are evaluating and developing a sign program for the beach.
- Staff continues to patrol downtown City Center and active construction sites for parking violations.
- The dedicated motorcycle parking area has been completed and is now open for use.

Oak Hammock Tree Protection Overlay District:

- See attached Summary Report

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
September '20	2	2	0	1	0	0	0	0	0
October '20	0	0	0	0	0	0	0	0	0
November '20	3	3	0	1	1	\$1,500	0	0	0
December '20	2	2	0	1	1	\$1,000	0	0	0
2020 Subtotal	7	7	0	3	2	\$2,500.00	0	0	0
January '21	1	1	0	1	0	0	0	0	0
February '21	1	1	0	1	0	0	0	0	0
March '21	2	1	1	0	0	0	0	0	0
April '21	0	0	0	0	0	0	0	0	1
May '21	0	0	0	0	0	0	0	0	1
June '21	0	0	0	0	0	0	0	0	0
July '21	1	1	0	0	0	0	0	0	1
August '21	0	0	0	0	0	0	0	0	0
September '21	0	0	0	1	0	0	0	0	0
October '21	0	0	0	0	0	0	0	0	0
November '21	0	0	0	0	0	0	0	0	0
December '21	0	0	0	1	0	0	0	0	1
2021 Subtotal	5	4	1	4	0	0	0	0	4

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
January '22	0	0	0	0	0	0	0	0	0
February '22	0	0	0	0	1	0	0	0	1
March '22	0	0	2	0	0	0	0	0	0
April '22	0	0	0	0	0	0	0	0	1
May '22	0	0	0	0	0	0	0	0	0
June '22	0	0	0	0	0	0	0	0	0
July '22	2	0	0	0	0*	0	0	0	0
2022 Subtotal	0	0	2	0	1	0	0	0	2
GRAND TOTAL	12	11	3	7	3	\$2,500.00	0	0	6

Note: Table includes actions documented in the final 4 months of 2020 once "zoning in progress" began

* - Citation/Violation Pending

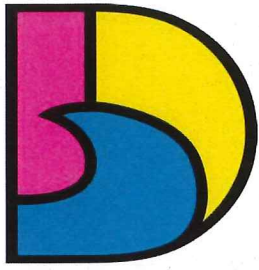
ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36TH Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37TH Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37TH Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37TH Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37TH Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)
10. 4/25/21 – Pruning advance notice received for 5910 SW 37TH Ave
11. 5/25/21 – Driveway repaving at 5861 SW 36TH Terrace (prior House Bill Removal – grandfathered – see item 2 above). Added to Overlay Summary because site does not meet minimum overlay district landscape standards even though no landscape alterations occurred.
12. 7/16/21 – General license request to remove specimen tree denied. Tree removed using house bill (1 X HOUSE BILL REMOVAL – City did not agree with report)
13. 9/15/21 – Complaint alleging excessive root impacts at 5940 SW 37TH Ave
14. 12/13/21 – Complaint investigation at 5930 SW 36TH Terrace
15. 12/20/21 – Tree removal coordination w/new owner of 5720 SW 37TH Terrace.
16. 2/25/2022 – Tree removal permit application submitted for 5981 SW 37TH Terrace. Evaluation in progress.
17. 2/26/2022 – Citation/Violation at 5840 SW 37 Ave for trimming without permit/providing notice. Violation later rescinded due to all actual trimming activities being acceptable under Article 826

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

18. 3/30/2022 – approval for removal of 2 hazard trees and hazard mitigation pruning of a 3rd tree at 5981 SW 37 Terr – no mitigation due to remaining trees exceeding code requirements.
19. 4/20/2022 – Tree removal permit application received for 5861 SW 37 Terrace. Numerous tree removals proposed on double lot for major residential modification. Evaluation/Coordination in progress.
20. 7/27/2022 – Unauthorized tree removal (2 oaks) at 5940 SW 37th Ave. Attempted to use invalid arborist report from 2 years prior by W. Granda (certification revoked by ISA, and removals occurred after effective date 97/1/220 of updated HB statute FL SB 518 (22R). Code citation pending completion of project background data/research.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: August 8, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.08.15 14:40:40 -04'00'

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer **LG**

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities:

- Open Recruitments:
 - Assistant City Attorney
 - Beach Ranger
 - Equipment Operator I - BEAM Team
 - Equipment Operator III
 - Recreation Assistant (3)
- Interviewing Process
 - Code Compliance Officer
- Background Process
 - Beach Lifeguard On-Call
 - Compensation & Benefits Specialist
 - Deputy Finance Director
- Recent Hires
 - Beach Lifeguard (2 Part-time positions)

For our 2022 Summer Camp we successfully reached our goal to hire 14 new Summer Camp Positions. Throughout the summer, we lost a few employees, but thanks to our diligence and quick turnaround, we were able to replace the employees that left. During the month of July, we hired two additional Summer Camp Counselors that will continue as on-call team members.

Human Resources continues to provide a recruitment incentive that is now available for all open positions. The incentive is designed to encourage and motivate team members to recommend qualified candidates. The Bonus incentive is \$300 in total, paid in three (3) increments.

Human Resources continues to integrate several system enhancements for both new hires and current team members in the coming months that include DocuSign, Laserfiche, two (2) modules with Neo-Gov and New World (our current applicant tracking system): On-Board and Perform. We are working closely together with the IT department, and we appreciate their continued support with these integrations.

HR continues to work with St. Thomas University to add an additional University to our intern program. We are optimistic that the program will begin in the upcoming 2022 Fall semester. We have scheduled a follow-up meeting with St. Thomas University for August 9, to finalize the last details.

In an effort to continue providing our team members with new and exciting ways to learn new interpersonal and technical skills, during the month of July, our Organizational Development Specialist hosted the following classes/training (see attached Training and Development Calendar)

- Based on the outstanding feedback we received from our team members, Trainer David Alba came back to conduct the following trainings:
 - Team Building for Excellence- this 4-hour training was specifically designed for the team members in our Code Compliance Department. This training was held on July 6 and was created to strengthen the working relationship between team members and their direct supervisors. Since the feedback we obtained was very positive, we scheduled another session for all employees to attend on July 28.
 - Balancing Priorities and Managing Multiple Projects- designed to improve our time management skills and multi-tasking techniques. This training was held on July 7.
 - How to Coach Employee Performance was a training designed for our Management team and hosted on July 28.
- Legal Code Training, hosted by our very own City Attorney, Eve Boutsis. This 2-hour training included newly implemented laws within the State of Florida. It was designed to familiarize our team members in Community Development, specifically Code Compliance, with the new laws. In addition to Code Compliance, team members from other departments were also in attendance.
- The Human Resources Department conducted its quarterly onboarding session on July 21. There were 4 new employees who attended the all-day session. This session provides an opportunity for each new employee to meet and learn about how each City Department operates. There were 19 employees who attended the “Call-Back Session” This session allows each employee who has been with the City for approximately 3-6 months to provide critical feedback on their day-to-day experiences as an employee. This feedback allows Human Resources to suggest improvements to all departments on how we operate.
- The Public Service Department attended a two (2)-day on-site training entitled “Movement of Traffic/Manual Uniform Traffic Control Devices (MOT/MUTCD)” that was scheduled by Humans Resources and hosted by Jet-Vac Equipment Company. This specialized training was designed to provide our team members with useful skills and traffic safety basics.
- During the months of June and July, Human Resources/Risk Management and our Insurance Brokers office held two (2) trainings on the importance of reviewing Certificate of Insurance (COI) as the required first step. The COIs are submitted to the City to cover events for various reasons including weddings, food trucks, contractors, & onsite trainings. During the training

employees were provided 8 quick steps to review a vendors COI and ensure compliance with the City's insurance requirements. After confirmation of the 8 steps submission of the COI to the Brokers office for final approval. These quick tips have helped to streamline the process and reduce the amount of review needed by the broker's office.

The City's Open Enrollment is quickly approaching, and preparations are already underway. Human Resources is very excited to announce there will be no increase to team members for medical, dental, and vision insurance. Employees enjoyed decreases in insurance over the last 2 years. Additionally, the City will offer a new City paid credit protection benefit with coverage up to one (1) million dollars and a voluntary pet insurance benefit through the ASPCA. HR has also created our first retiree benefits handbook for retirees, their dependents, and surviving spouses.

On July 28, we announced the final Hometown Health Challenge for 2022 - The Reflect and Reset Challenge. The goal of this challenge is to help us practice more gratitude in our lives. Team members could earn points towards their \$100 Reward. Each week the challenge will focus on a new theme. The weekly topics are:

- Week one: Gratitude Journal
- Week two: Practical self-care
- Week three: Find your happy
- Week four: Pay it Forward

Registration began on August 3.

As the pandemic continues, and to ensure that we are aligned with CDC guidelines, Human Resources continues to monitor the positivity rates on a regular basis and addresses every instance of a COVID positive team member or COVID exposed team member. There has been an increase in the number of City employees that have COVID or have been exposed to COVID. Human Resources has a process in place for employee notification and the Cities Facilities team is quick to clean office spaces as requested. As COVID cases continue to increase and with safety in mind, starting July 5, we implemented a single point of entry to City Hall. Until further notice, only the main entrance to City Hall should be used by all employees and visitors.

To continue with our Monthly Theme Tradition, during the month of July we partnered with Jaxon's Ice Cream Parlor to celebrate National Ice Cream Day. This gave our team members an opportunity to step away from their busy schedules, enjoy each other's company and a delicious treat from a Dania Beach landmark. We had in attendance approximately 150 employees and a few of our distinguished Commissioners. The feedback we received was so positive that we are considering bringing Jaxon's back to a later celebration.

In July the City was featured in a 2-page article in the League of Cities magazine entitled "Quality Cities." The City of Dania Beach was recognized for its many accomplishments, specifically for our R.I.S.E standards and employee benefits. Our R.I.S.E standards continue to guide all City team members on the way we interact with one another. This article emphasized the success of our city during the last 2 years. The City has implemented many innovative initiatives with the goal of recruiting and retaining the best talent.

During the month of July, Risk Management partnered with Facilities to provide a comprehensive list of emergency and safety equipment throughout various locations in The City. On July 28, we sent an email to all recipients describing the location of all safety equipment which included. First Aid Kits

- AED (automated external defibrillator)
- First Blood Kit (Includes Stop the Bleed Instructions)
- This document is also posted on the City intranet, so it is always available to our team members.

On August 9th, after several collective bargaining sessions, the City reached a tentative agreement for a new three-year collective bargaining agreement with AFSCME. The Agreement offers wage increases for the next years and a multitude of new benefits. Significantly, all employees will now be covered by the terms and conditions of the Personnel Policy Manual under this agreement. This Agreement puts the City in a position to continue to recruit and retain the best talent by ensuring we are competitive as an employer.



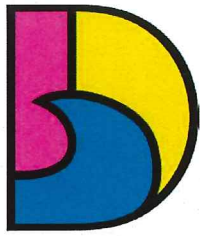
2022 EMPLOYEE ORGANIZATIONAL DEVELOPMENT SCHEDULE

DATE	TRAINING TOPIC	DURATION	TIME	TRAINER
1/27/2022	1st Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
3/3/2022	Microsoft Online Training - 100 Licenses Available	Unlimited	**See Below	Self Training
3/17/2022	Reasonable Suspicion - Training for Supervisors	1 hour 30 minutes	9:30 - 11:00 AM	NMS
10/1 - 9/30	Vector Solutions - Safety Day Training	8 hours	TBD	Self Training
4/21/2022	2nd Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
5/18/2022	De-Escalating Training*	2 Hours	8:30 - 10:30 AM	David M. Alba
5/18/2022	De-Escalating Training*	2 Hours	3:00 - 5:00 PM	David M. Alba
5/20/2022	Cyber Security Training HR/IT/Finance	1 hour	2:30 - 3:30 PM	PGIT
5/25/2022	Bleeding Control Basics*	45 Minutes	8:30 AM	BSO
5/25/2022	Bleeding Control Basics*	45 Minutes	10:00 AM	BSO
5/25/2022	Bleeding Control Basics*	45 Minutes	11:30 AM	BSO
5/25/2022	Bleeding Control Basics*	45 Minutes	2:30 PM	BSO
5/25/2022	Hometown Health webinar - Ways to sneak more exercise into your day	1 hour	10:00 AM	Hometown Health
5/31/2022	De-Escalating Training*	2 Hours	8:30 - 10:30 AM	David M. Alba
5/31/2022	De-Escalating Training*	2 Hours	1:00 - 3:00 PM	David M. Alba
6/8/2022	Cholesterol 101 Webinar	15-20 Minutes	11:00 AM	Paula Rojas/UHC
6/15/2022	Professional Business Writing	2 Hours	10:00 - 12:00 PM	David M. Alba
6/15/2022	Professional Business Writing	2 Hours	1:00 - 3:00 PM	David M. Alba
6/16/2022	Training - Insurance and COI process	1 Hour	11:00 - 12:00 PM	PGIT
6/28/2022	Customer Service	3 Hours	9:00 - 12:00 PM	David M. Alba
6/28/2022	Customer Service	3 Hours	1:00 - 4:00 PM	David M. Alba
6/29/2022	Hometown Health webinar - Fitness through the lifecycle	1 hour	10:00 AM	Hometown Health
6/29/2022	Active Shooter Training*	1 Hour	9:00 - 10:00 AM	BSO
6/29/2022	Active Shooter Training*	1 Hour	10:00 - 11:00 AM	BSO
6/29/2022	Active Shooter Training*	1 Hour	11:00 - 12:00 PM	BSO
6/29/2022	Active Shooter Training*	1 Hour	1:00 - 2:00 PM	BSO
6/29/2022	Active Shooter Training*	1 Hour	2:00 - 3:00 PM	BSO
7/6/2022	Team Building for Excellence (Closed)	4 hours	8:00 - 12:00 PM	David M. Alba
7/7/2022	Balancing Priorities and Managing Multiple Projects (Time Management)	3 Hours	9:00 - 12:00 PM	David M. Alba
7/7/2022	Balancing Priorities and Managing Multiple Projects (Time Management)	3 Hours	1:00 - 4:00 PM	David M. Alba
7/14/2022	Legal Code Training (Closed)	2 Hours	2:00 - 4:00 PM	Eve Boutsis
7/20/2022	Training - Insurance and COI process- 2nd Class/Make-up Class	1 Hour	11:00 - 12:00 PM	PGIT
7/21/2022	3rd Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
7/28/2022	Team Building for Excellence	3 Hours	9:00 - 12:00 PM	David M. Alba
7/28/2022	Coaching Employee Performance <i>Supervisors, Managers and Directors Only</i>	3 Hours	1:00 - 4:00 PM	David M. Alba
8/2/2022	MOT, Confined Space and Flagger Training* <i>PS Employees Only</i> (This is a 1.5 day program)	7.5 Hours	8:00 - 3:30 PM	Jet-Vac Equipment
8/3/2022	MOT, Confined Space and Flagger Training* <i>PS Employees Only</i> (Day 2)	4 Hours	8:00 - 12:00 PM	Jet-Vac Equipment
8/11/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
8/11/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
9/15/2022	Addressing Performance <i>Supervisors, Managers and Directors Only</i>	1.5 Hours	8:30 - 10:00 AM	Trainnovations
9/15/2022	Don't Panic! It's Just Disruption	1.5 Hours	2:00 - 3:30 PM	Trainnovations
9/19/2022	Effective Communication	1.5 Hours	9:00 - 10:30 AM	Trainnovations
10/20/2022	4th Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
10/24/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
10/24/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
11/9/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
11/9/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
11/17/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
11/17/2022	Advance Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba

Please contact your supervisor if you would like to attend any of these trainings

*Counts Toward Safety Day Training

**Non-exempt (hourly) team members, must complete this training only during working hours with your supervisor's approval. Please work with your supervisor to schedule a time when workload permits.



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: August 16, 2022

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

CIP project updates:

- Tootie Adler Park – Kimley-Horn has completed the Design Drawings and Hardscape Image Board. The Broward County Wastewater Permit has been approved. Additional permits are still pending. The RFP for Construction Services is currently open for submittals and closes August 31st.
- CW Thomas Park – Bermello, Ajamil & Partners, Inc. continues to work on the design. The survey has been completed. Staff is working with Community Development to bring the necessary Plat Waiver, Vacation of the ROW and finally the design before commission for the approvals. Legal is finalizing the Construction Manager at Risk contract to bring before commission in September. A ceremonial groundbreaking will be held on October 12th.
- Melaleuca Park - Playmore Recreational Products has received the approved permit. Delivery of equipment is projected for mid-September for installation.
- IT Parker – Saltz Michelson Architects has submitted their proposal and City Commission approval is on the August 23rd agenda.

Jr. Lifeguard Camp was once again a huge success, selling out all five sessions. At the end of the camp Lifeguards Azcano and Henley brought a team of 15 Junior Lifeguards to the USLA SE Regional Lifeguard Tournament in Stuart, FL. The team brought home many first and second place medals as well as taking home gold in the swim relay! Ocean Rescue hopes to expand the program next summer with increased staff.

Ocean Rescue Report:

- Rescues – 2
- Medical – 5
- Law Enforcement Calls – 6
- Missing Persons – 0

As Summer Camp wrapped up, it was one of the city's most successful summers ever with 128 campers participating across three locations, Frost Park, CW Thomas Park and PJ Meli Aquatic Complex. The total revenue collected for the program total \$51,412.

In addition to our traditional Summer Camp, we hosted our first annual Teen Summer Camp from July 11th to July 29th for ages 13 – 17. The camp was sold out at 15 participants. We look forward to continuing to grow this program and teen programming as a whole.

The Department kicked off a few new programs for the community this summer that proved to be a success including the basketball clinics at PJ Meli Aquatic Complex at CW Thomas Park. PJ Meli's clinics have had 118 participants over the five completed sessions and CW Thomas Park had 16 participants in their first session. These two programs have generated \$2,580 in new revenue for the Department.

Another new summer program that was very popular was the Kreation Station program at CW Thomas Park where youth learned all different kinds of artistic skills. This program had 14 participants over the three sessions generating an additional \$460 in revenue. We look forward to expanding on this program this fall!



Registration for Football and Cheerleading will close this week. There are currently 28 registrants for football and 16 for cheerleading. The season with Pop Warner kicks off at the end of the month.

The 2022 – 2023 Rising Stars Program kicked off Tuesday, August 16th with 47 students registered across all three locations, Frost Park, CW Thomas Park and PJ Meli Aquatic Complex.

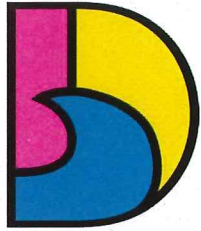
Ongoing programs:

- Walkers Club at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Jazzercise at Frost Park
- 1Up! Gaming at CW Thomas Park
- Adult Kickball at PJ Meli Aquatic Complex
- Pickleball Clinics at Frost Park
- Line Dance at Frost Park
- Youth Archery Program at Frost Park
- Adult Archery Program at Frost Park

Upcoming Programs and ideas:

- Youth Basketball Clinics at CW Thomas Park
- Youth Flag Football at Frost Park
- Adult Small Goal Soccer at CW Thomas Park

- Adult Flag Football – staff creating proposal
- Youth Fishing – Waiting on equipment from FWC
- Water Polo at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Aquatic Complex
- Kreation Station at CW Thomas Park
- Free to be Creative Arts Dance Program at PJ Meli Aquatic Complex.



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 23, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer
Fernando J. Rodriguez
City of Dania Beach
Public Services Department
1000 N. Dania Beach Blvd., Suite 200
Dania Beach, FL 33428
Phone: 904.251.1234
Fax: 904.251.1235
Email: f.rod@danibeach.com
D.A. Ozaydin

RE: PUBLIC SERVICES DEPARTMENT ACTIVITIES – June 24, 2022 to August 22, 2022

Provided below is a summary of the main PSD activities for roughly the past eight weeks.

- Status of the following projects is as follows:
 - **Southeast Drainage Improvement Project** – A schedule for Phase I of the project was provided by the engineering design consultant and assessed by PSD. The permit was issued by the County in mid-June, clearing a major hurdle for this important project.
 - **SW 37th Terrace Drainage project** - Construction began in late July.
 - **SW 54th Court Drainage project** – Start of construction is expected in September.
 - **Water Treatment Plant and Lime Silo Painting** – The work was completed in mid-July, providing increased protection to the tall structure (silo) and main building as well as enhancing their appearance.
- **Pier Refurbishing Project:** Work on the pier is nearly 60 percent complete with roughly the first 600 feet of outer deck sections and railings being replaced on the west end of the span. This has been accompanied by undercarriage concrete restoration work. The first phase of the project is expected to be completed by late autumn 2022.
- **West Wing Remodeling** – The project is 90% complete. The contractor is working on the project's interior details such as cabinet installation and plumbing components. This project will be completed by the end of September.
- **NW 1st Street Roadway Improvement Project** – The attractive stamped asphalt decorative crosswalks (along with road markings) were completed in late June, and the in-ground lights will be installed by the first week in September.



-
- **SE 5th Avenue Decorative Crosswalk** – The decorative brick pavers with the butterfly images was recently completed, followed installation of the special ground-lit crosswalk with LED crosswalk sign at NW 8th Avenue. A ribbon cutting ceremony is being planned in the coming weeks.
 - **Ocean Park lighting** - 16 solar powered light bollards were installed on Ocean Park. The attractive and effective bollards were placed alongside the new “master parking meters” as well as other locations mainly along the northern section of the parking lot.
 - **Tigertail Dog Park improvements** – Work was performed by in-house crews, and included strengthening sections of the lake banks with hundreds of “rip-rap” bags, blocking hazardous dog “entry points” to the lake near the pavilion, replacement of water spigots, and covering root trees (tripping hazards).
 - **Griffin Road Median Landscape Improvements** – Construction of the first component of the Citywide Corridor Master Plan was initiated in late August and is expected to be completed by the end of September.

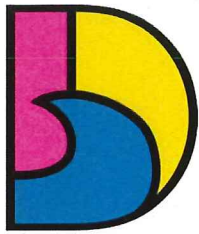
GRANTS

Resilient Florida – Infrastructure Grant

The Florida Department of Environmental Protection is taking applications for the Resilient Florida Program. The purpose of the program is to address the impacts of flooding and sea level rise. Last year, the City received three grants for the SW 37 Terrace, SW 54 Court, and the Southeast drainage projects. In addition, applications are being considered for the SW 52nd Street Drainage Project, SW 34 Terrace Drainage Project, and the refurbishing of several lift stations.

Watershed Planning Initiative

The PSD and the Community Development Department are working with Florida Atlantic University on an application for a Watershed Planning Initiative Grant from the Florida Department of Environmental Protection. The grant aims to create a watershed master plan that models the impact of 10, 25, and 100-year storm events. A watershed master plan benefits the City by increasing the Community Rating System profile, resulting in lower flood insurance premiums.



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: August 2022
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Katia Bordy, Public Information Officer
SUBJECT: Public Information Officer Communications

Candido
Sosa-Cruz

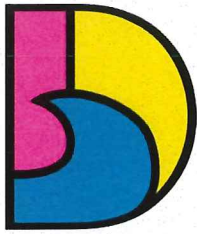
Digitally signed by Candido
Sosa-Cruz
Date: 2022.08.16 09:53:32
+04'00'

Ongoing Communication

The City's website, social media, and TV Channel 78 are 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:

- Covered and promoted Back to School Beach Cleanup
- Covered and publicized the Demolition of the Dania Beach Grill - Drone Video
- Ongoing Creation of Collateral for the State of The City Address
- Designing Creative for Bus Wraps
- Promoted multiple Summer Camp Programs
- Planning, Filming, Editing, Preproduction of Come RISE w Dania Beach Video
- Planning and Designing Come RISE w Dania Beach Developments Brochure V2
- Took multiple Drone Footage of Public Services Projects
- Photographed and Promoted CIP Projects, Pier Repair, West Wing
- Promoted multiple Parks Programs and Activities
- Promoted multiple BSO and CRA Programs and Activities
- Designed FY 2022/23 City Manager Recommended Budget Cover
- Created Commission Meetings Proclamations and Recognitions
- Promoted Public Services and Community Development Programs
- Designed and Promoted Youth Advisory Council Meetings
- Designed and Promoted Monthly Celebrations on social media
- Prepared and Promoted Monthly Themes



DANIA BEACH
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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

DATE: August 16, 2022

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 08/01/22 - 08/12/22	
PART 1 CRIMES	TOTAL
AGGRAVATED ASSAULT	1
AGGRAVATED STALKING	1
AUTO THEFT	6
AUTO THEFT - OTHER	1
BURGLARY BUILDING/STRUCTURE	1
BURGLARY BUSINESS	1
BURGLARY CONVEYANCE	10
BURGLARY RESIDENCE	7
THEFT - ALL OTHER	7
THEFT - MOTOR VEHICLE PARTS	6
THEFT - RETAIL / SHOPLIFTING	7
Grand Total	48

NOTABLE DECREASES

Within the past 2 weeks, there were:

- A decrease of **3** Burglary Residence.
- A decrease of **4** Motor Vehicle Parts.
- A decrease of **3** Retail Thefts.

NOTABLE ARRESTS

Arrests: 08/01/2022 – 08/12/2022

42

In the course of 2 weeks, detectives have made

- 4 arrests.
- Seized two firearms (one was reported stolen).
- Recovered one stolen vehicle.
- Seized \$7,5000 cash

Felony Petit Theft: The suspect stole several boxes of beer from Publix located at 3102 Griffin Rd., Dania Beach. The suspect was identified, and the case was submitted to the SAO for review. An arrest warrant was issued, and the suspect was placed into custody and charged with felony petit theft.

HONORABLE MENTION(S)

- Sgt. Neil Dodge received Employee of the month for the month of June in reference to assisting Miami Dade Police Department in capturing and detaining a suspect who nearly shot his wife to death and led law enforcement on a countywide chase.
- Deputy Marilyn Doster received Deputy of the Month for the month of June. Deputy Doster was dispatched to SW 44th street in reference to a Muscovy Duck that appeared in distress. Deputy Doster transported the duck to the Wildlife Center to render further aid. The staff contacted Doster a few days later and informed her that the duck made a miraculous recovery. In the same week Deputy Doster was dispatched to Gulfstream Rd. where she found two dogs tied up in distress and lacking food or water. Doster immediately sprang into action by calming both animals down. She provided shade, food, and water and waited with the dogs until animal control arrived.
- Dep. Alvin Pollock received Deputy of the Month for the month of May. While patrolling, Deputy Pollock was flagged down by a citizen who informed him about a suspicious vehicle lurking around the parking lot at Dania Pointe. Dep. Pollock initiated a traffic stop and upon receiving the suspect's identification, he learned (through NCIC/FCIC) that the woman was wanted for attempted murder in the City of Hollywood.
- Dep. Anthony Benson received Deputy of the Month for the month of July. Deputy Benson was dispatched to the 3100 block of Griffin Rd in reference to an armed robbery attempt, which had just occurred. Upon arrival, Benson located the male suspect who tried to elude him. He engaged in a brief foot pursuit and broadcast his location via police radio.

Benson gave the male clear verbal commands and was able to take him to the ground. The suspect physically resisted Benson's efforts to subdue him; however, Benson's determination resulted in the culprit safely being taken into custody.



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
08/01/22 -08/12/22

THERE WERE A TOTAL OF **61** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

No changes in Calls for Service compared to the past two weeks.

ZONE 240 CALLS FOR SERVICE	TOTAL
03-HIT & RUN	1
04-ACCIDENT-MINOR	3
09-STOLEN TAG	1
12-RECKLESS DRIVER	2
13I-SUSPICIOUS INCIDENT/PACKAGE	2
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	1
22-DISTURBANCE/NUISANCE	6
22N-DISTURBANCE-NOISE COMPLAINT	1
30A-LARCENY ATTEMPT	1
30-LARCENY	8
31-ASSAULT	1
36-FIGHT	1
40-VANDALISM/MALICIOUS MISCHIEF	1
49A-AUDIBLE/INTRUSION ALARM	4
51-TRESPASSING	3
53-EMBEZZLEMENT-FRAUD	2
64-LARCENY-AUTO PARTS	2
66-CIVIL MATTER/CUSTODY ISSUE	1
67HM-MEDICAL-HEMORRHAGE/LACERATION	1
67PO-MEDICAL-UNCONSCIOUS/FAINTING	1
68-POLICE SERVICE CALL	8
72-LOST/FOUND PROPERTY	1
911 HANG UP/DROP OFF	7
HIGH LIFE HAZARD FIRE ALARM	1
Grand Total	61

THERE WERE A TOTAL OF **11** PART 1 CRIMES FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a **83%** increase in Part 1 crimes compared to the past two weeks.

ZONE 240 PART 1 CRIMES	TOTAL
BURGLARY CONVEYANCE	1
BURGLARY RESIDENCE	1
THEFT - ALL OTHER	1
THEFT - MOTOR VEHICLE PARTS	3
THEFT - RETAIL / SHOPLIFTING	5
Grand Total	11



CITY OF DANIA BEACH
CALLS FOR SERVICE – AVERY APTS (121 N COMPASS WAY)
08/01/22 -08/12/22

THERE WERE A TOTAL OF **5** CALLS FOR SERVICE FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was a **28%** decrease in Calls for Service compared to the past two weeks.

AVERY APTS CALLS FOR SERVICE	TOTAL
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
22-DISTURBANCE/NUISANCE	1
22N-DISTURBANCE-NOISE COMPLAINT	1
40-VANDALISM/MALICIOUS MISCHIEF	1
49A-AUDIBLE/INTRUSION ALARM	1
Grand Total	5

THERE WERE A TOTAL OF PART 1 CRIMES FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was a total of **0** Part 1 crimes compared to the past two weeks.



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: August 16, 2022

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

VIA: Candido Sosa-Cruz, Deputy City Manager

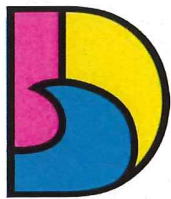
FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the last month June 21, 2022 through August 16, 2022, 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 – Review Calls and Operations Coffee with the District Chief
- Agenda reviews team conference 08/15/2022
- Agenda reviews with Commissioners
- BSO Ops Conference call with District Chiefs – Daily morning operations review
- Safety Committee meeting with City team
- Monthly Meeting Broward County Board of Rules and Appeals Live Meeting
- Fire Station #1 Hardening Grant – Continued to monitor progress along with assistance S. Ramos – Bid Award will go for approval on 08/23/2022 Commission meeting Windows. The City Team is still working on Roof and Generator specs and bid process
- Meeting with Chief Busenbarrick and Facilities manager about Fire Station 1 project
- Preparing for new crew at Fire Station 1 – Developing plan for rooming quarters and offices, General Contractor secured and working with him to get this project going.
- CFAI was successful in earning a recommendation for recertification, this will be awarded this week 08/16/2022 in Colorado Fire Chief and staff traveled for presentation.
- New Dishwasher electrical run for Fire Station 17 and New Dishwasher ordered.
- Replacement Hose for Station 1 and 17 ordered. During Hose testing we had multiple sections fail, this new hose will replace old hose.
- ISO required hydrant flow maintenance inspections with City Team
- Training during this period Company Officer Training both class room and field training Dania Pointe Parking Garage was utilized this was second phase, Battalion Chief Controlled training at Station 1 and 17, Aerial Climbing and kit procedure, American Heart BLS and ACLS training.

- Training for Public – Car Seat Check and installations, Summer Jr Lifeguard Camp with Fire Truck, Summer Sizzle at CW Thomas Park,



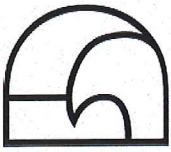
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**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Adam Segal, Deputy Finance Director
DATE: August 1, 2022
SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



Business Listing Report

Business Start Date 07/01/22 - 07/31/22
Report By Business Name

DANIA BEACH
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Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
EL COYOTE RESTAURANT INC	EL COYOTE RESTAURANT INC	328 E DANIA BEACH BLVD, Dania Beach, FL 33004	(954) 549-0402		07/13/2022	
FORECLOSURE ASSESTS MANAGERMENTS LLC	FORECLOSURE ASSESTS MANAGERMENTS LLC	500 NE 2 ST 128, DANIA BEACH, FL 33004	(626) 705-5341		07/14/2022	
GABRIELA ALEGRE	GABRIELA ALEGRE	217 SE 3 TER, Dania Beach, FL 33004	(305) 812-1321		07/14/2022	
JOSEFINA OPIZO	JOSEFINA OPIZO	809 NW 13 AVE, Dania Beach, FL 33004	(786) 728-4355		07/19/2022	
MORAN PATISSERIE	ROCOCO MIAMI LLC	4820 SW 28 TER, DANIA BEACH, FL 33312	(754) 610-9107		07/19/2022	
MULTI INTER SERVICES LLC	MULTI INTER SERVICES LLC	4225 SW 49 ST, Dania Beach, FL	(954) 993-3810		07/14/2022	
YEAA LLC	YEAA LLC	4404 TREASURE COVE DR, Dania Beach, FL 33004	(954) 261-7894		07/14/2022	
Businesses						7

Hearing Date: 08-11-2022

Report Date: 08-02-2022

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2021-00000279	Active	H-SPEC HEARING - Special Set Hearing	753 SW 3 PL	HAUO, RACHEL	Anson Westberry
2021-00001681	Active	H-EXTENSION - Extension Hearing	210 SW 7 ST	D N Y HOLDINGS LLC	Anson Westberry
2022-00000313	Active	H-FIRST HEARING - First Hearing	626 NE 3 ST	SANTOS REV TR RUIZ-SANTOS, BEATRIZ TRSTEE	Anson Westberry
2022-00000317	Active	H-FIRST HEARING - First Hearing	101 SE 2 ST	POROKU LLC	Anson Westberry
2022-00000353	Active	H-FIRST HEARING - First Hearing	0 SE 5 AVE	EAST DANIA BEACH BOULEVARD LLC	Anson Westberry
2022-00000379	Active	H-FIRST HEARING - First Hearing	610 NE 2 PL	CHERNIY, DENNIS	Anson Westberry
2022-00000446	Active	H-FIRST HEARING - First Hearing	48 SE 7 ST	48 SE 7TH ST DANIA LLC	Anson Westberry
2022-00000463	Active	H-FIRST HEARING - First Hearing	509 SE 2 AVE	LOMBARDO, NANCY J ANZALONE	Anson Westberry
2022-00000464	Active	H-FIRST HEARING - First Hearing	235 SE 1 ST	MM 227 SE 1 LLC	Anson Westberry
2022-00000468	Active	H-FIRST HEARING - First Hearing	250 SE PARK ST	COFFEECAKE HOLDINGS LLC	Anson Westberry
2022-00000680	Active	H-FIRST HEARING - First Hearing	203 SE 8 ST	GORDIENKO TATIANA	Anson Westberry
2022-00000778	Active	H-FIRST HEARING - First Hearing	405 SE 4 ST	FERNANDEZ, ANGELA FERNANDEZ, TERESA	Anson Westberry
2021-00000511	Active	H-ABATEMENT - Abatement Hearing	4226 SW 48 CT	EG SERVICES LLC	George White
2021-00000605	Active	H-EXTENSION - Extension Hearing	4448 SW 52 ST	SWIFT, PAUL EST	George White
2021-00001829	Active	H-EXTENSION - Extension Hearing	5999 SW 37 AVE	SAM HOLDINGS 2000 LLC	George White
2022-00000543	Active	H-FIRST HEARING - First Hearing	4128 SW 49 CT	SANDOVAL, RODRIGO & MELANIA	George White
2022-00000559	Active	H-FIRST HEARING - First Hearing	121 N COMPASS WAY	DANIA LIVE 1748 II LLC % KIMCO REALTY CORP	George White
2022-00000560	Active	H-FIRST HEARING - First Hearing	1500 FLORIAN DR	1500 FLORIAN DRIVE LLC	George White

Hearing Date: 08-11-2022

Report Date: 08-02-2022

2022-000000656	Active	H-FIRST HEARING - First Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	George White
2022-000000673	Active	H-FIRST HEARING - First Hearing	228 NW 6 AVE	2981 POMPAÑO LAND TR LEVY, BENJAMIN TRSTEE	George White
2022-000000495	Active	H-FIRST HEARING - First Hearing	4610 SW 30 AVE	BERDUIGO-YARKONY, LAUREN	Ricky Ali
2022-000000496	Active	H-FIRST HEARING - First Hearing	3291 SW 44 ST	KM HOLLYWOOD LLC	Ricky Ali
2022-000000501	Active	H-FIRST HEARING - First Hearing	4210 SW 51 ST	SANCHEZ, CHARLES V H/E SANCHEZ, ANABELLA L & SANCHEZ, G	Ricky Ali
2022-000000620	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 301-B	MOHAMMED, SHERIFER	Ricky Ali
2022-000000621	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 302-B	GANDY, NAKITA KEIRA & DONALD	Ricky Ali
2022-000000623	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 303-B	SHAYWITZ, ROBERT	Ricky Ali
2022-000000624	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 304-B	ALL STATES INVESTMENT LLC	Ricky Ali
2022-000000625	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 305-B	FORD, JOYCE	Ricky Ali
2022-000000626	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 401-B	GOLDIS, MORDECHAI	Ricky Ali
2022-000000627	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 402-B	GINA TAPIA TR TAPIA, GINA TRSTEE	Ricky Ali
2022-000000628	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 403-B	LAVEE, BENYAMIN ZEEV	Ricky Ali
2022-000000629	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 404-B	PIEDRAHITA, KEITH F H/E PIEDRAHITA, WILLIAM & NANCY	Ricky Ali
2022-000000630	Active	H-FIRST HEARING - First Hearing	4528 SW 54 ST 405-B	YOUNG, JACQUELINE	Ricky Ali
2022-000000631	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 101-D	CARBONEL, NELLY SEGOVIA, KATHERINE PAOLA	Ricky Ali
2022-000000632	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 102-D	HERNANDEZ, BEVERLY THORNE	Ricky Ali
2022-000000634	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 103-D	REN, WU	Ricky Ali
2022-000000635	Active	H-FIRST HEARING - First H	4530 SW 54 ST 104-D	CHISHOLM, LENWORTH AKIL	Ricky Ali

Hearing Date: 08-11-2022

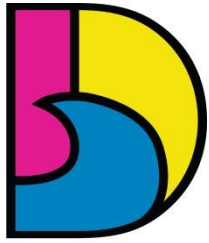
Report Date: 08-02-2022

2022-00000637	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 105-D	GARGANO, NICHOLAS	Ricky Ali
2022-00000639	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 201-D	STERNBERG, DENNIS	Ricky Ali
2022-00000640	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 202-D	LAVEE, BENYAMIN ZEEV	Ricky Ali
2022-00000643	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 203-D	REID, FLOYD S	Ricky Ali
2022-00000644	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 204-D	HSU, YUAN HUNG YU, YU LIN	Ricky Ali
2022-00000646	Active	H-FIRST HEARING - First Hearing	4530 SW 54 ST 205-D	4530 SW 54TH STREET APT 205-D LLC	Ricky Ali
2018-00000215	Active	H-ABATEMENT - Abatement Hearing	210 NW 9 AVE	LIVE CHEAP LLC	Warren Ostrofsky
2020-00000253	Active	H-ABATEMENT - Abatement Hearing	5723 SW 24 AVE	YANIV ABOTBUL	Warren Ostrofsky
2021-00000720	Active	H-EXTENSION - Extension Hearing	2411 SW 58 MNR	ASSAF, YOSI	Warren Ostrofsky
2021-00001573	Active	H-EXTENSION - Extension Hearing	2591 GRIFFIN RD	LUCILLE SANDSTROM REV TR SANDSTROM LUCILLE TRSTEE	Warren Ostrofsky
2022-00000315	Active	H-FIRST HEARING - First Hearing	110 NW 1 ST	DANIA WAREHOUSE 110 LLC	Warren Ostrofsky
2022-00000364	Active	H-FIRST HEARING - First Hearing	230 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Warren Ostrofsky
2022-00000443	Active	H-FIRST HEARING - First Hearing	1453 NW 10 ST	QUALITY FINISH FL LLC	Warren Ostrofsky
2022-00000453	Active	H-FIRST HEARING - First Hearing	PHIPPEN RD	WILEY, MIRIAM B	Warren Ostrofsky
2022-00000465	Active	H-FIRST HEARING - First Hearing	202 S FEDERAL HWY	OAK STREET INVESTMENT GRADE NET LEASE FUND SERIES 2020-1 LLC	Warren Ostrofsky
2022-00000518	Active	H-FIRST HEARING - First Hearing	4489 SW 25 TER	MATTEO, JEFFREY & KRISTA	Warren Ostrofsky
2022-00000661	Active	H-FIRST HEARING - First Hearing	715 SW 10 ST APT 1	EM FLORIDA REAL ESTATE LLC	Warren Ostrofsky
2020-00000591	Active	H-EXTENSION - Extension Hearing	919 NAUTILUS ISLE	EDWARD P & GAIL E TYSENN	Windy Damis
2021-00000241	Active	H-ABATEMENT - Abatement Hearing	NW 14 AVE	JACK BESNER IRREV TR BESNER, HILDA TRSTEE	Windy Damis

Hearing Date: 08-11-2022

Report Date: 08-02-2022

2021-00000242	Active	H-ABATEMENT - Abatement Hearing	NW 14 AVE	ADELE BESNER TR BESNER, HANNA S	Windy Damis
2021-00000615	Active	H-ABATEMENT - Abatement Hearing	233 NW 5 AVE	GUY HUNGERFORD LIV TR HUNGERFORD, JUSTIN TRSTEE	Windy Damis
2022-00000238	Active	H-FIRST HEARING - First Hearing	4433 SW 52 ST	4433 SW 52 STREET LLC % SOLOMON ZEIGER	Windy Damis
2022-00000456	Active	H-FIRST HEARING - First Hearing	4761 SW 43 TER	SAM HOLDINGS 2003 LLC	Windy Damis
2022-00000493	Active	H-FIRST HEARING - First Hearing	2411 SW 58 MNR	ASSAF, YOSI	Windy Damis
2022-00000497	Active	H-FIRST HEARING - First Hearing	2359 SW 34 ST	BEAL, PAMELA D, BEAL TERRANCE V & BEAL LOURDES M	Windy Damis
2022-00000557	Active	H-FIRST HEARING - First Hearing	2543 SW 58 MNR	DROUSKIN LLC	Windy Damis
2022-00000562	Active	H-FIRST HEARING - First Hearing	5535 SW 24 AVE	BH 24 AVE LLC	Windy Damis
2022-00000642	Active	H-FIRST HEARING - First Hearing	5715 SW 24 AVE	SHEPKARU, SHOSHANA	Windy Damis
2022-00000645	Active	H-FIRST HEARING - First Hearing	2930 SW 57 CT	MANISCALCO, LOUIS & LINDA MEARS, DEBRA	Windy Damis
2022-00000647	Active	H-FIRST HEARING - First Hearing	2875 SW 58 MNR	SOTO, ANGEL	Windy Damis



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, ICMA - City Manager.

FROM: Adam Segal, Deputy Finance Director

DATE: August 15, 2022

SUBJECT: Finance Monthly Report – July 2022

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

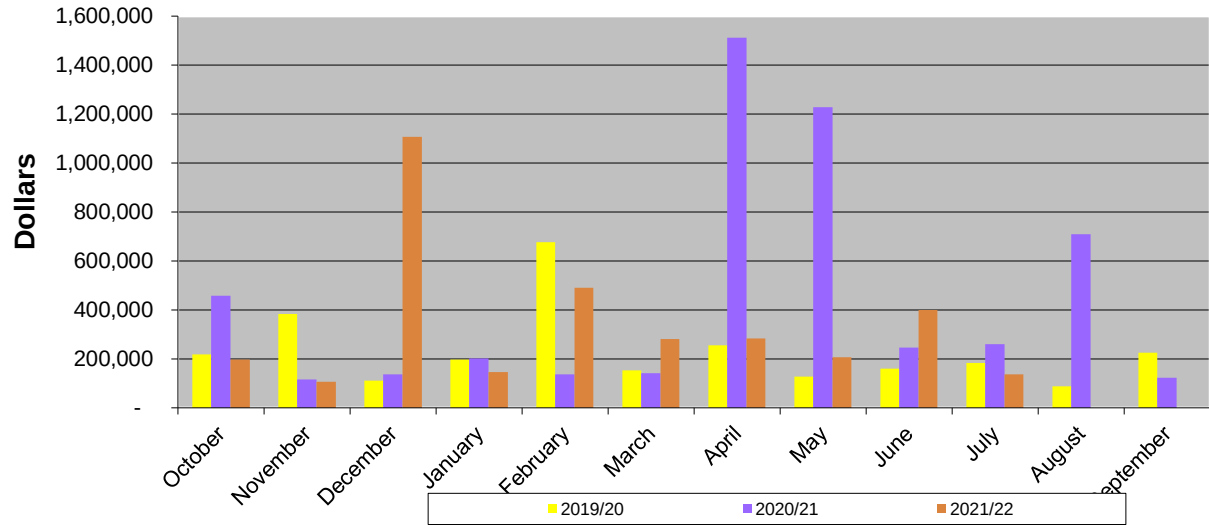
	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	218,842	456,717	197,486
November	383,986	115,930	107,616
December	110,855	137,352	1,106,293
January	197,296	201,184	146,194
February	677,686	137,028	490,813
March	152,797	142,455	281,847
April	254,963	1,511,205	283,429
May	126,368	1,227,546	207,011
June	159,353	245,199	399,287
July	182,848	259,308	137,138
August	88,029	709,467	
September	225,951	122,504	
Total	2,778,973	5,265,894	3,357,114

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Cumulative			
October	218,842	456,717	197,486
November	602,828	572,647	305,102
December	713,683	709,999	1,411,396
January	910,978	911,182	1,557,590
February	1,588,665	1,048,210	2,048,402
March	1,741,462	1,190,665	2,330,250
April	1,996,424	2,701,870	2,613,678
May	2,122,792	3,929,416	2,820,689
June	2,282,145	4,174,614	3,219,976
July	2,464,994	4,433,922	3,357,114
August	2,553,023	5,143,389	
September	2,778,973	5,265,894	
Annual Goal	5,268,000	4,777,331	4,741,977

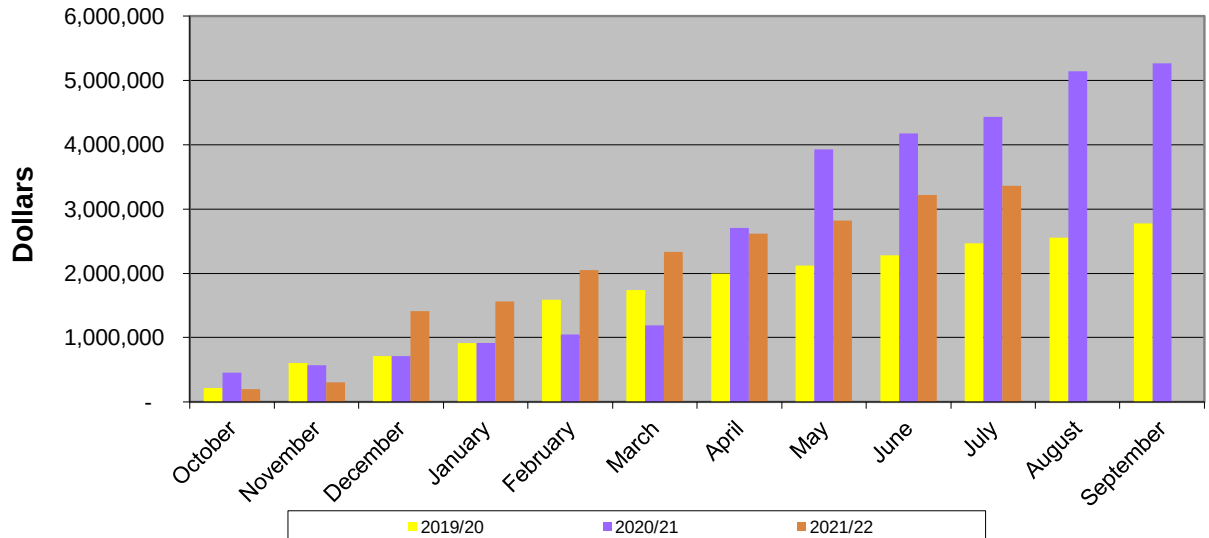
Shut down due to COVID-19

Building Fund - thru July 2022

Monthly Building Fund Collections



Building Fund Collections - Cumulative Y-T-D



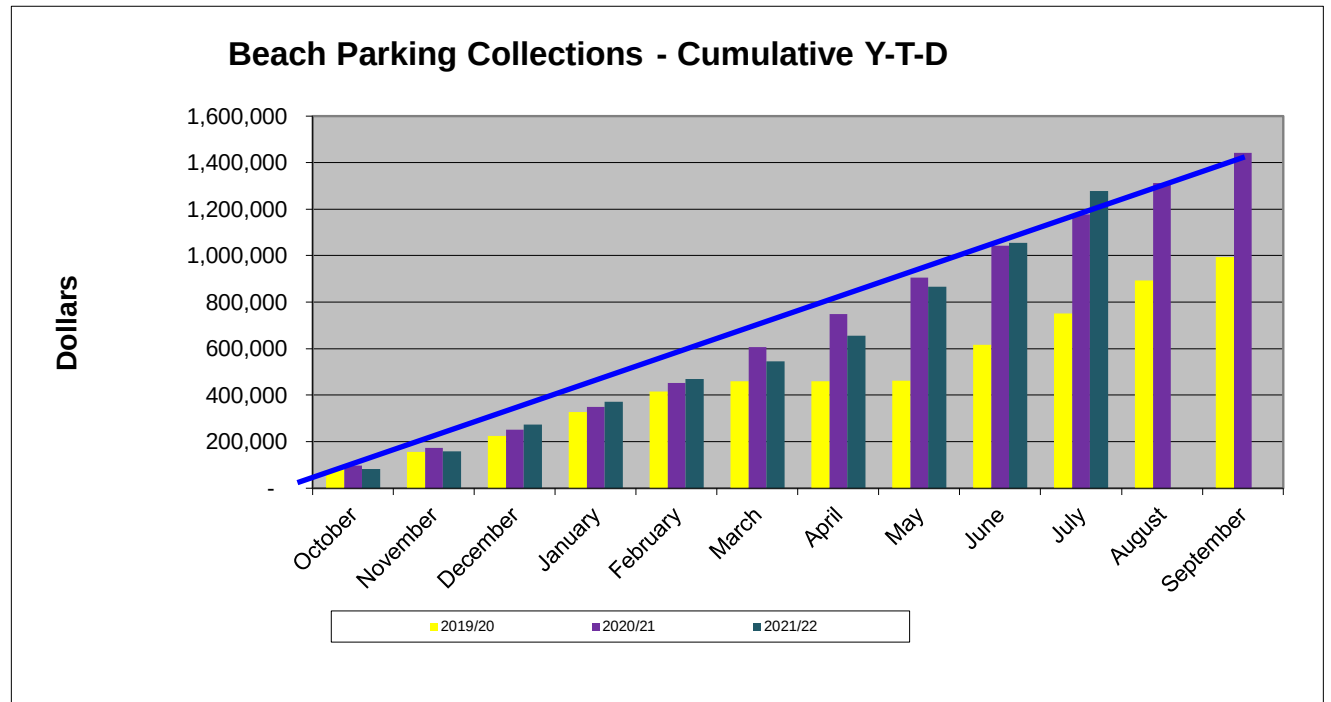
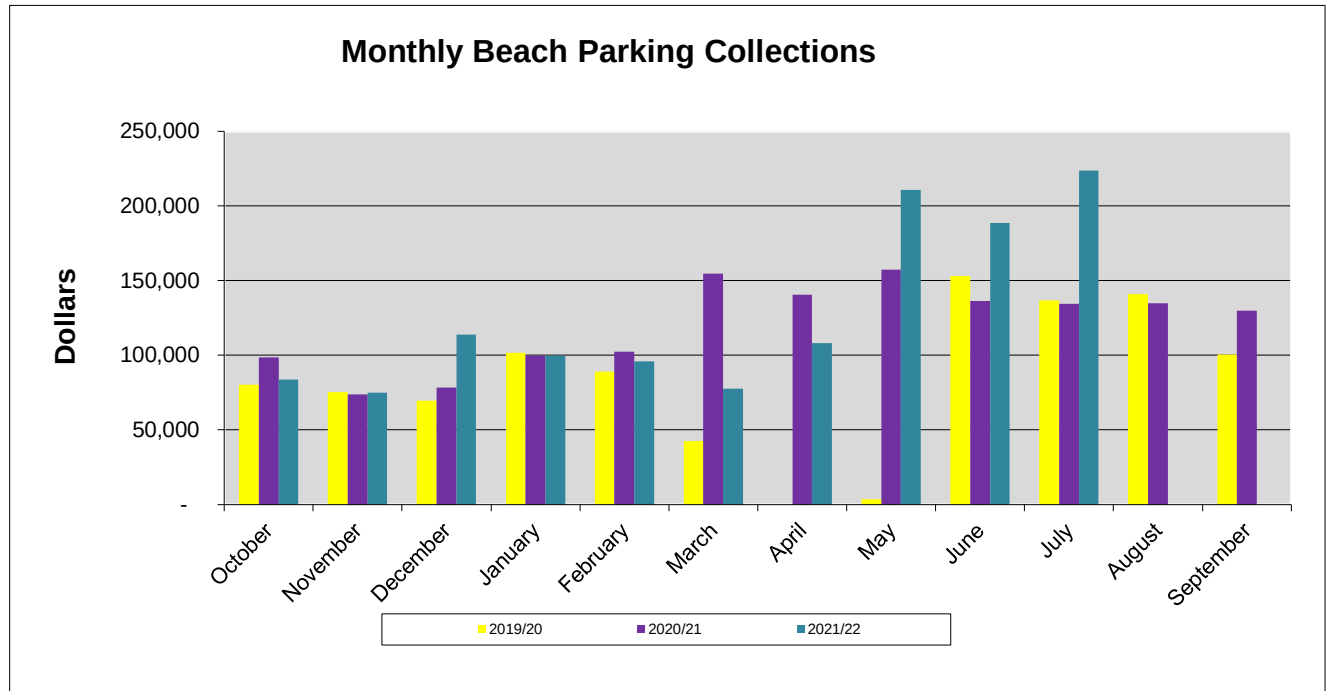
Parking Fee Collections

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	80,310	98,451	83,856
November	75,366	73,741	75,150
December	69,806	78,542	114,003
January	101,586	99,866	99,857
February	89,239	102,595	95,973
March	42,686	154,528	77,672
April	-	140,766	108,144
May	3,577	157,300	210,840
June	153,086	136,216	188,504
July	136,900	134,658	223,903
August	140,789	135,026	
September	100,699	130,087	
Total	<u>994,044</u>	<u>1,441,776</u>	<u>1,277,901</u>

COVID-19 shut down

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Cumulative			
October	80,310	98,451	83,856
November	155,676	172,193	159,005
December	225,483	250,735	273,009
January	327,069	350,600	372,866
February	416,308	453,195	468,838
March	458,993	607,723	546,510
April	458,993	748,488	654,654
May	462,570	905,789	865,494
June	615,656	1,042,005	1,053,998
July	752,556	1,176,663	1,277,901
August	893,345	1,311,689	
September	994,044	1,441,776	
Annual Budget Goal	<u>1,219,032</u>	<u>1,094,352</u>	<u>1,347,086</u>

Beach Parking - thru July 2022



Pier Revenues

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	56,498	49,128	52,575
November	53,409	39,289	45,411
December	39,713	44,807	52,271
January	67,274	46,662	45,906
February	56,030	392,450	308,830
March	35,125	53,244	59,863
April	152	64,937	59,852
May	9,475	40,544	55,621
June	39,975	54,227	56,858
July	41,848	61,599	66,152
August	48,348	54,857	
September	48,972	50,878	
Total	<u>496,818</u>	<u>952,620</u>	<u>803,339</u>

Shut down in March due to Corona Virus

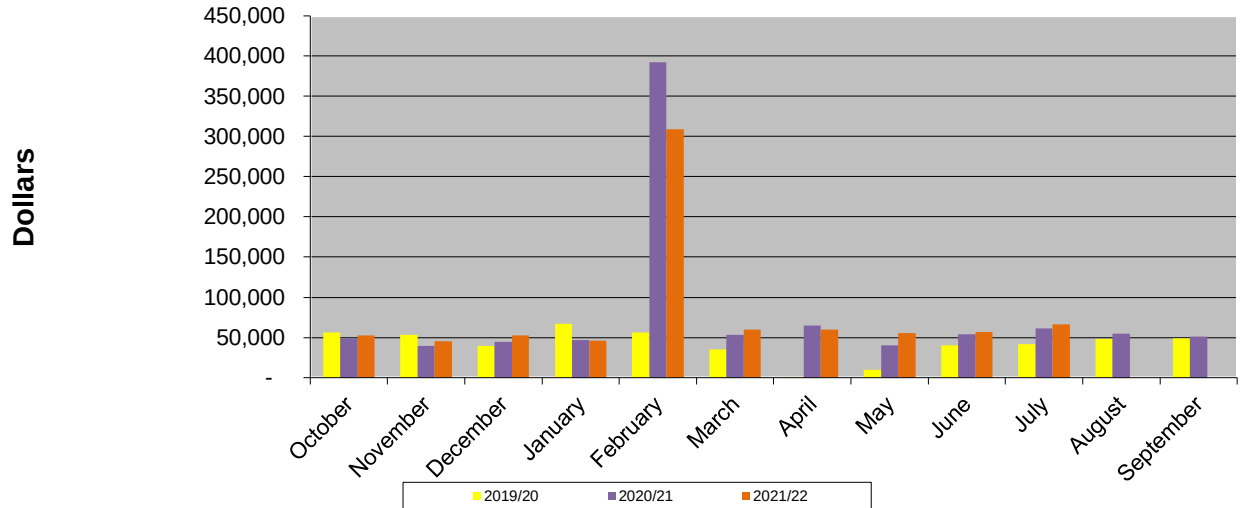
Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Cumulative			
October	56,498	49,128	52,575
November	109,907	88,416	97,986
December	149,620	133,223	150,257
January	216,894	179,885	196,163
February	272,924	572,336	504,993
March	308,049	625,579	564,856
April	308,201	690,516	624,708
May	317,676	731,061	680,329
June	357,650	785,287	737,187
July	399,498	846,886	803,339
August	447,846	901,742	
September	496,818	952,620	
Annual Budget Goal	<u>914,098</u>	<u>773,952</u>	<u>844,816</u>

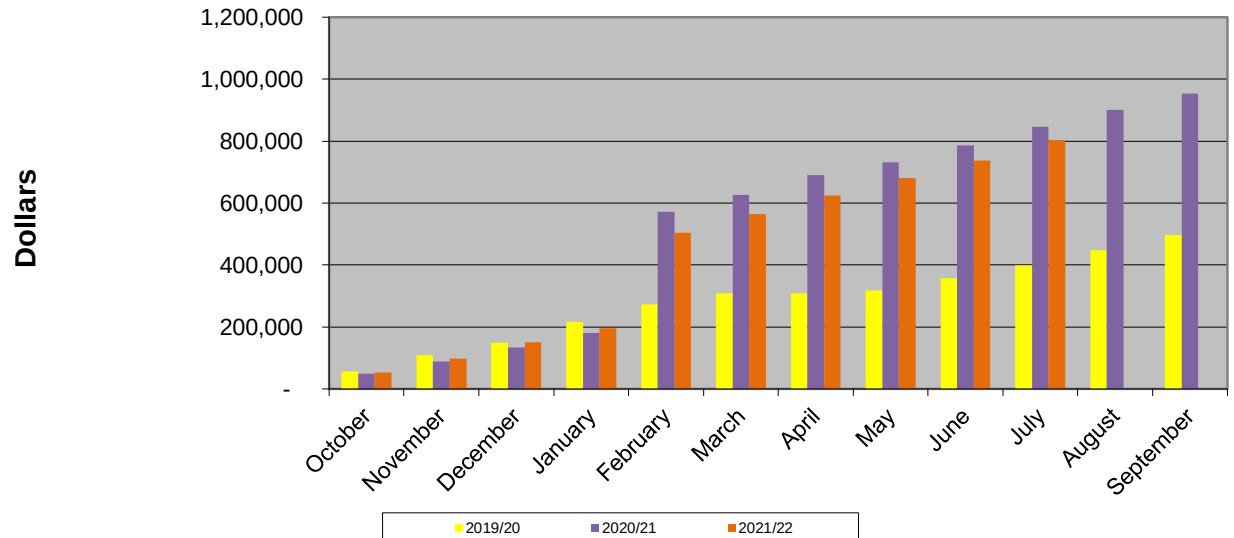
In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.

Pier Revenues - thru July 2022

Monthly Pier Collections



Pier Collections - Cumulative Y-T-D



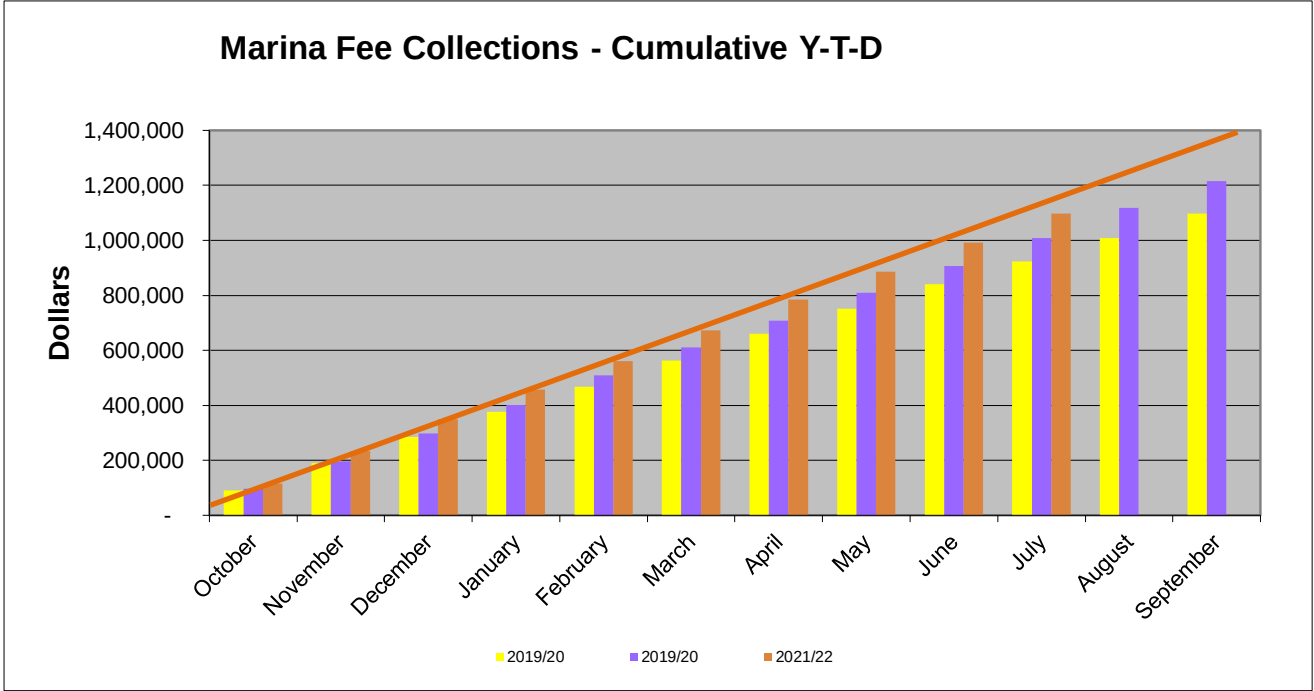
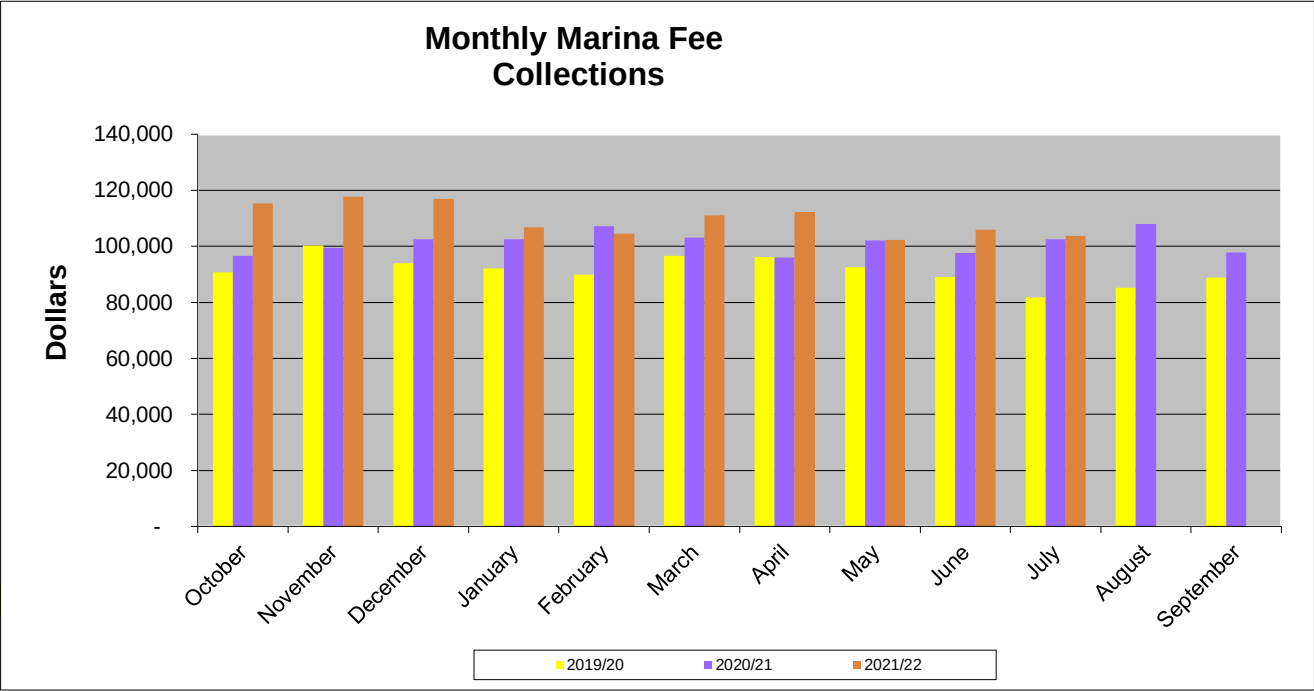
Marina Fee Collections

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	90,680	96,691	115,264
November	100,295	99,519	117,663
December	93,879	102,437	116,830
January	92,197	102,400	106,673
February	89,948	107,245	104,605
March	96,527	103,019	111,125
April	96,264	96,002	112,170
May	92,452	102,039	102,373
June	89,025	97,546	106,001
July	81,799	102,395	103,750
August	85,158	108,051	
September	88,941	97,767	
Total	<u>1,097,163</u>	<u>1,215,110</u>	<u>1,096,454</u>

Marina closed towards end of march due to COVID 19

	<u>2018/19</u>	<u>2019/20</u>	<u>2021/22</u>
Cumulative			
October	90,680	96,691	115,264
November	190,975	196,210	232,927
December	284,854	298,647	349,758
January	377,051	401,047	456,431
February	466,999	508,292	561,036
March	563,525	611,312	672,161
April	659,789	707,313	784,330
May	752,241	809,352	886,703
June	841,266	906,898	992,704
July	923,065	1,009,292	1,096,454
August	1,008,222	1,117,343	
September	<u>1,097,163</u>	<u>1,215,110</u>	
Budget Goal	<u>1,059,831</u>	<u>1,011,953</u>	<u>1,290,768</u>

Marina Fees - thru July 2022



Governmental Funds Capital Projects
Capital Project Life Cycle
31-Jul-22

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
<u>General Government</u>							
Southeast 5th Avenue Crosswalk	\$ 200,000	\$ -	\$ 200,000	\$ (97,660)	\$ -	\$ 102,340	In Progress
Nyberg Swanson / Women's Club	-	500,000	500,000	-	-	500,000	Not Started
<u>Public Services</u>							
Solar Street Lighting	-	1,305,462	1,305,462	(1,217,775)	-	87,687	In Progress
Oasis XIV Project	200,000	68,960	268,960	(11,000)	-	257,960	In Progress
Traffic Calming & Beautification Project	250,000	-	250,000	-		250,000	Not Started
Roadway and Median Electrical	-	200,000	200,000	(146,000)	-	54,000	In Progress
<u>Parks & Recreation</u>							
Beach Revitalization Phase II	925,000	1,001,798	1,926,798	(1,220,518)	-	706,280	In Progress
CW Thomas Park Phase I	-	265,505	265,505	(265,505)	-	-	Completed
Total Capital Projects (301)			\$ 4,916,725	\$ (2,958,458)	-	\$ 1,958,267	

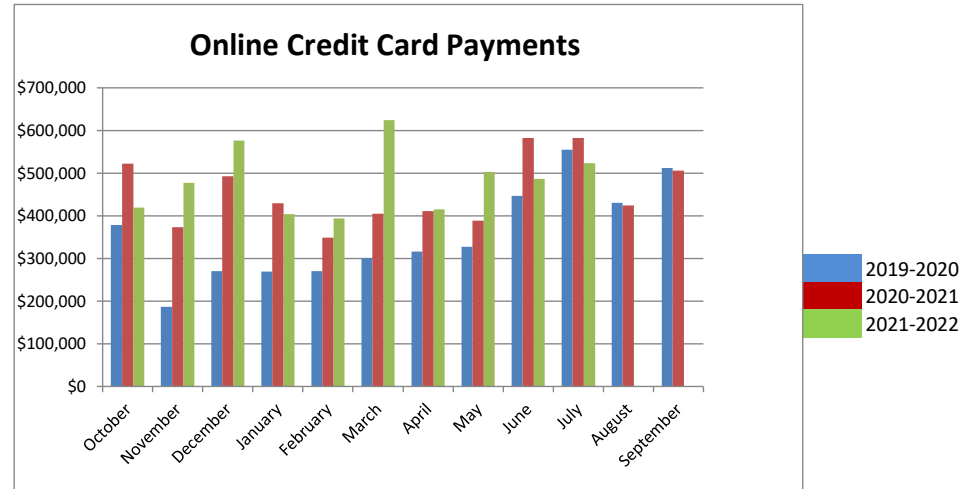
Capital Project Life Cycle
31-Jul-2022

	Original Budget	Budget Amendments	Total Budget Funding	Total Expenses & Open P.O.'s	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
Stormwater Fund							
SE Stormwater II	\$ 6,159,729	\$ 1,821,414	\$ 7,981,143	\$ (616,295)		\$ 7,364,848	In Progress
SW 43rd Terrace, SW 40th Court and SW 49th Street Project	1,170,960	3,000,000	4,170,960	(3,106,992)		1,063,968	In Progress
Citywide Stormwater Master Plan	1,060,000	-	1,060,000	(795,000)		265,000	In Progress
Total Stormwater Fund Projects			13,212,103	(4,518,287)	-	8,693,816	In Progress
Water Fund							
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(55,964.50)		375,766	In Progress
Total Water Fund Projects			431,730	(55,965)	-	375,766	In Progress
Sewer Fund							
Lift Rehab Projects 5,7,10	1,137,594	-	1,137,594	(1,125,790)		11,804	In Progress
SCADA System	257,715	13,620	271,335	(271,335)		-	Completed
HMGP Lift Stations	1,686,442	-	1,686,442	(499,800)		1,186,642	In Progress
Total Sewer Fund Projects			3,095,371	(1,896,925)	-	1,198,446	
Pier Fund							
Pier Refurbishing	500,000.00	1,773,921	2,273,921	(2,273,921)		-	Completed
Total Pier Fund Projects			2,273,921	(2,273,921)	-	-	
Total Enterprise Projects			\$ 19,013,125	\$ (8,745,097)	\$ -	\$ 10,268,028	

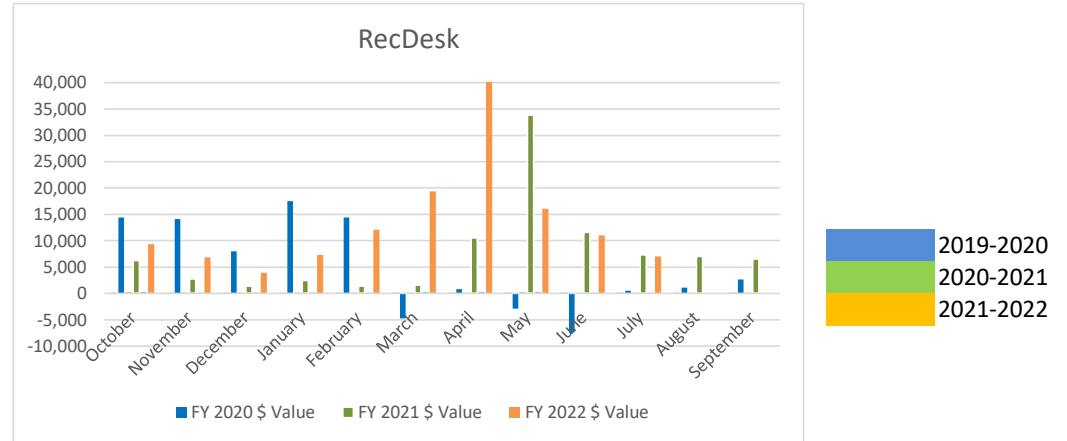
103-Grant Fund
31-Jul-2022

Grant	Grant Amount	City Match/Funds	Revenue Received	Total Expenses & Open P.O.'s	Remaining Expense	Project Status	Grant Expiration
CDBG 45th Year - Oasis XIV	\$ 172,549	\$ -	\$ -	\$ (169,360)	\$ 3,189		3/31/2022
CDBG 47th Year - Solar Lighting	396,491	-	-	-	396,491		6/30/2022
FEMA - Hazard Mitigation Grant Program (Fire Rescue -Station #1)	812,850	270,150	-	(165,868)	917,132		7/31/2022
FEMA - Hazard Mitigation Grant Program (City Hall Wind Retrofit and Generator Project)	2,405,500	-	-	-	2,405,500		Unknown
FRANK C. "TOOTIE" ADLER PARK	200,000	-	-	(21,825)	453,550		4/30/2023
	<u>\$ 3,987,390</u>	<u>\$ 270,150</u>	<u>\$ -</u>	<u>\$ (357,053)</u>	<u>\$ 4,175,862</u>		

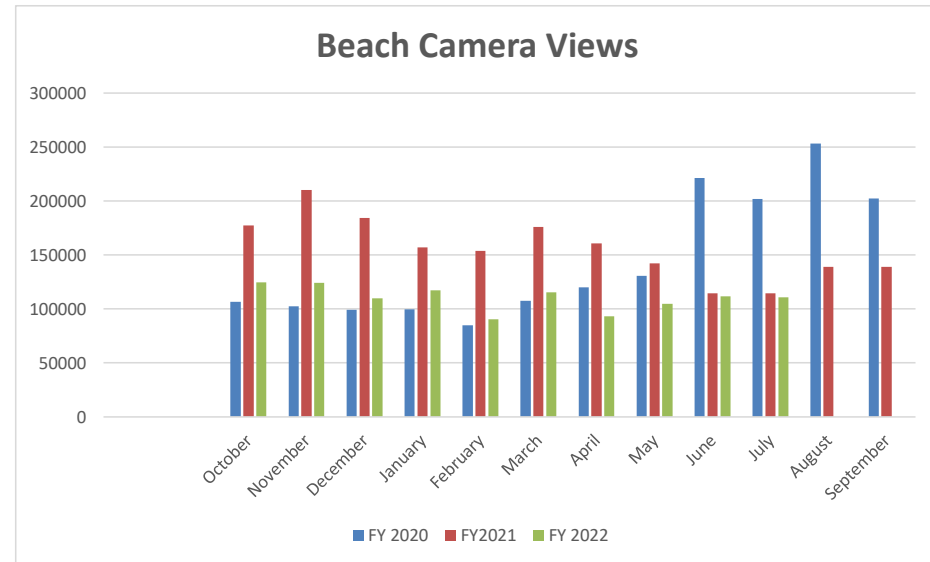
	FY 2020		FY 2021		FY 2022	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,695	\$378,828	1,694	\$522,541	1,756	\$419,523
November	1293	\$186,710	1,659	\$372,920	1607	\$477,225
December	1453	\$270,094	1,859	\$493,048	1644	\$575,861
January	1378	\$269,347	1,681	\$429,192	1580	\$403,966
February	1403	\$270,127	1,625	\$348,642	1461	\$393,924
March	1481	\$300,421	1,751	\$405,303	1883	\$624,708
April	1742	\$316,140	1,600	\$410,951	1558	\$415,006
May	1505	\$327,643	1,568	\$388,510	1635	\$502,840
June	1766	\$446,782	1,654	\$581,978	1771	\$486,384
July	2054	\$555,309	2,077	\$582,478	2003	\$522,805
August	1899	\$430,281	1,589	\$424,738		
September	2113	\$511,620	1,921	\$505,704		



	FY 2020		FY 2021		FY 2022	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	158	\$14,447	197	\$6,283	203	\$9,350
November	94	\$14,092	90	\$2,727	126	\$6,835
December	98	\$8,024	46	\$1,398	112	\$3,952
January	150	\$17,493	73	\$2,416	106	\$7,346
February	130	\$14,408	60	\$1,414	159	\$12,120
March	143	-\$4,766	87	\$1,595	252	\$19,322
April	23	\$844	161	\$10,541	264	\$48,956
May	4	-\$2,843	251	\$33,829	205	\$16,068
June	75	-\$7,413	152	\$11,549	125	\$10,999
July	30	\$506	131	\$7,298	108	\$7,008
August	29	\$1,144	124	\$7,003		
September	95	\$2,675	142	\$6,503		

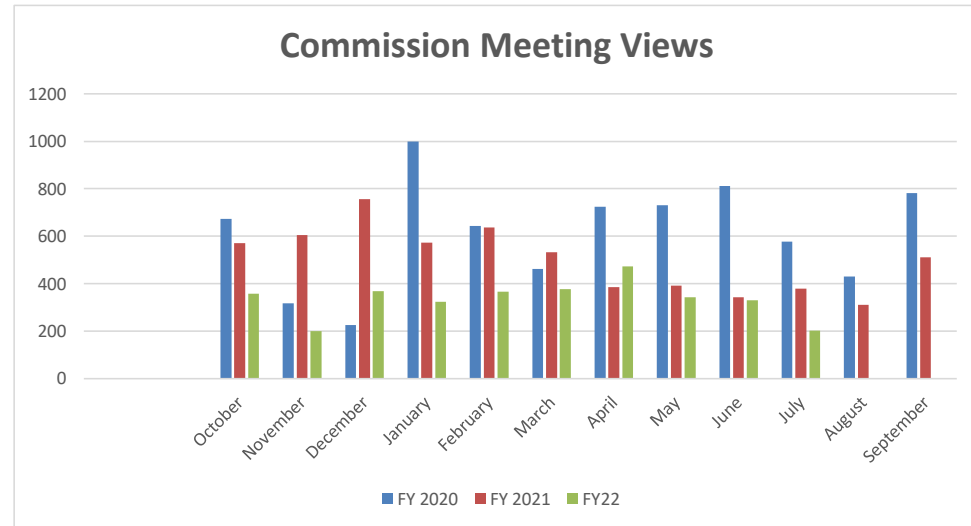


	FY 2020	FY2021	FY 2022
October	106,500	177,400	124,800
November	102,700	210,000	124,100
December	99,400	184,300	110,100
January	99,700	157,100	117,200
February	84,900	153,700	90,500
March	107,500	176,200	115,300
April	119,982	160,700	93,100
May	130,800	142,200	104,900
June	221,100	114,400	111,500
July	202,000	114,400	110,600
August	253,200	138,900	
September	202,400	139,200	



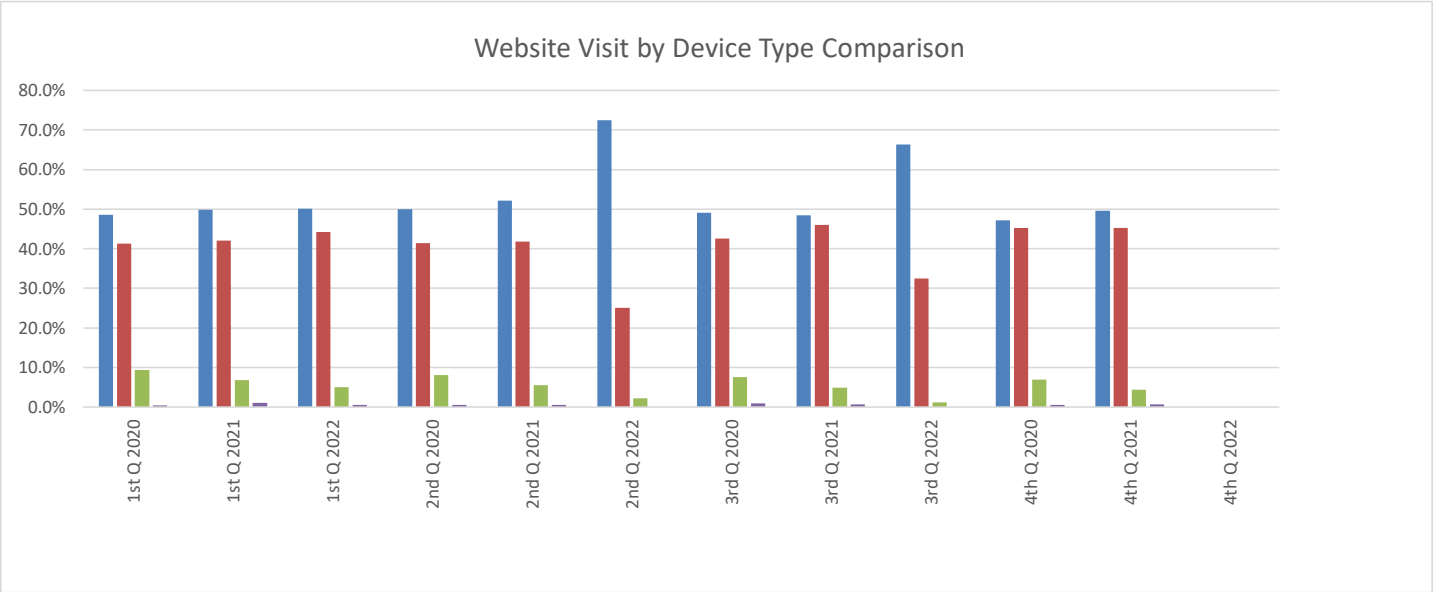
YouTube Channel
FY 2020 **FY 2021** **FY22**

October	674	570	357
November	318	604	201
December	225	757	369
January	1,000	573	323
February	644	636	366
March	463	533	377
April	725	386	473
May	731	393	342
June	811	343	331
July	578	380	202
August	431	310	
September	781	511	

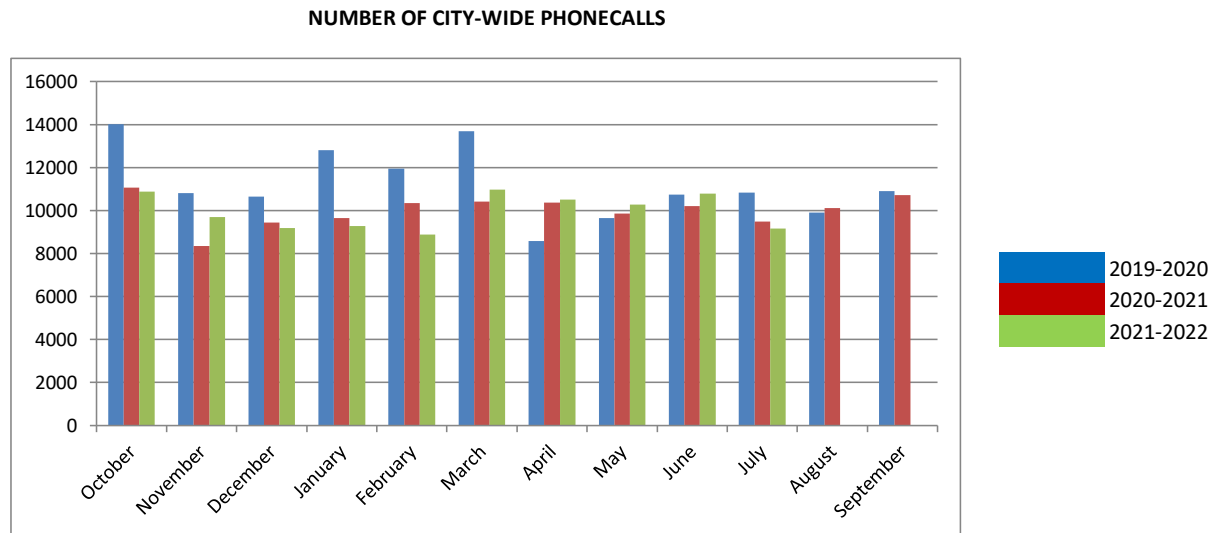


Website Visit by Device Type Comparison

	1st Q 2020	1st Q 2021	1st Q 2022	2nd Q 2020	2nd Q 2021	2nd Q 2022	3rd Q 2020	3rd Q 2021	3rd Q 2022	4th Q 2020	4th Q 2021	4th Q 2022
Desktop	48.6%	49.8%	50.2%	49.9%	52.1%	72.5%	49.0%	48.4%	66.4%	47.2%	49.6%	
Smartphone	41.3%	42.0%	44.2%	41.4%	41.8%	25.1%	42.5%	46.1%	32.5%	45.2%	45.3%	
Tablet	9.3%	6.8%	5.0%	8.1%	5.5%	2.2%	7.6%	4.9%	1.2%	6.9%	4.4%	
Other	0.4%	1.1%	0.6%	0.6%	0.6%		0.9%	0.7%		0.5%	0.7%	

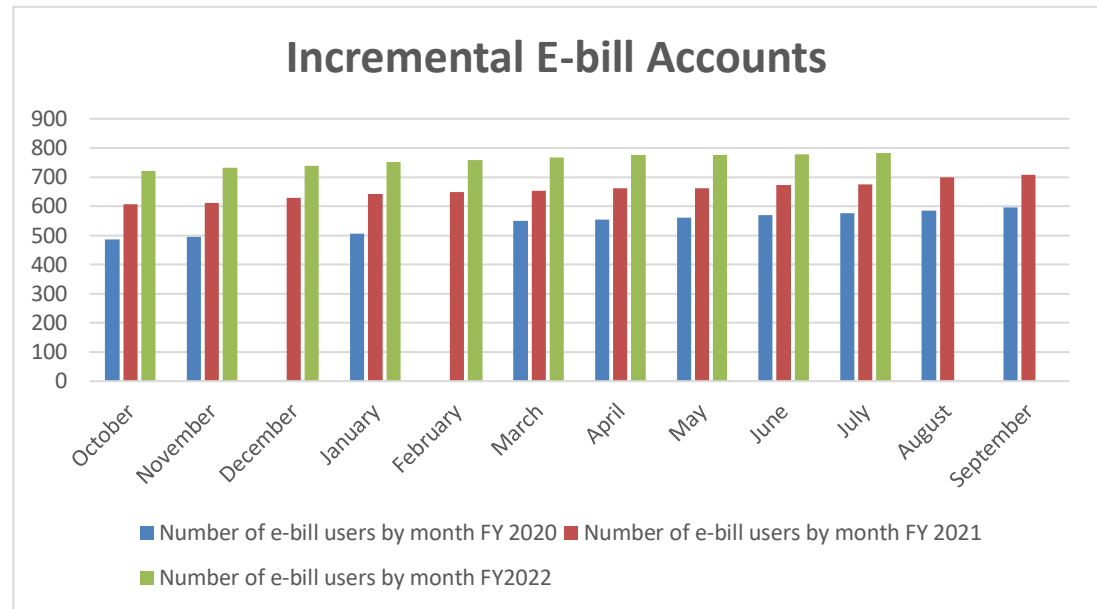


	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
October	14,022	11,070	10,868
November	10,812	8,348	9,702
December	10,652	9,435	9,193
January	12,810	9,656	9,268
February	11,945	10,334	8,875
March	13,698	10,410	10,960
April	8,583	10,374	10,499
May	9,648	9,863	10,274
June	10,734	10,210	10,791
July	10,836	9,496	9,164
August	9,898	10,112	
September	10,909	10,713	



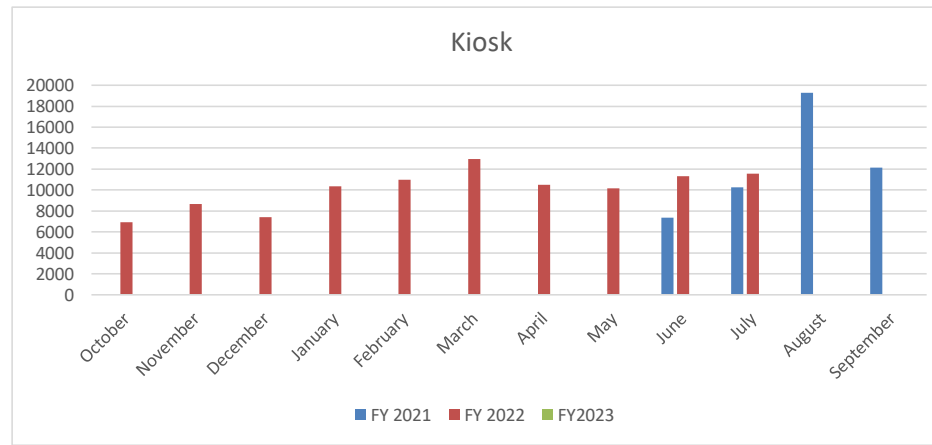
Number of e-bill users by month

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY2022</u>
October	487	607	722
November	495	612	731
December		629	738
January	506	643	751
February		649	759
March	549	653	767
April	555	661	776
May	561	662	775
June	570	672	778
July	577	674	782
August	584	698	
September	595	708	



Kiosk

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October		\$ 6,940.80	
November		\$ 8,678.89	
December		\$ 7,403.30	
January		\$ 10,348.96	
February		\$ 10,992.74	
March		\$ 12,964.70	
April		\$ 10,480.52	
May		\$ 10,160.84	
June	\$ 7,372.46	\$ 11,336.27	
July	\$ 10,238.61	\$ 11,575.17	
August	\$ 19,296.09		
Septembe	\$ 12,155.35		



Business Tax Receipt Activity - July 2022

Out of Business/Inactive	# of BTRs	Dollar Amount
501 W LLC	1	\$ 63.00
Ana Maria & German F Prohaszka	1	\$ 31.50
Annika 4 LLC	1	\$ 31.50
Besner, Hanna	2	\$ 63.00
Besner, Hilda	2	\$ 63.00
Besner, Jack	7	\$ 220.50
Boisclair, Andre & Fernande	1	\$ 31.50
Chadwell Supply Inc	1	\$ 477.50
Compounded Management LLC	1	\$ 31.50
Daniel Ferreira	1	\$ 31.50
Domenick & Rita Foglio	1	\$ 63.00
Dougherty, Patricia	1	\$ 63.00
EBL Partners LLC	1	\$ 530.00
Green Team Plumbing LLC	1	\$ 625.00
Investment Builders of FLA LTD	1	\$ 236.25
Lori J Spencer	1	\$ 236.25
Salvnio, Marco	1	\$ 31.50
Michael Rodriguez	1	\$ 31.50
Moyer, Elisabeth	1	\$ 31.50
Painters on Demand LLC	1	\$ 359.37
3's Company Inc	1	\$ 530.00
Parn N Fly LLC	1	\$ 708.75
Patio Furniture Distr Outlet	1	\$ 420.00
Richards, Reilly D	2	\$ 472.50
Salvino, Marco & Vitale, G	1	\$ 31.50
Toma, Patrick	2	\$ 63.00
Wayne Ottani	1	\$ 31.50
Whittle, Madison John Redd	2	\$ 31.50
Total Out of Business/Inactive	39	\$ 5,540.62

New Approved Applications	# of BTRs	Dollar Amount
El Coyote Restaurant Inc	1	\$ 467.50
Foreclosure Assests Managements LLC	1	\$ 15.75
Gabriela Alegre	1	\$ 236.25
ISR Matrix International LLC	1	\$ 480.63
Josefina Opizo	1	\$ 118.13
Rococo Miami LLC	1	\$ 606.88
Multi Inter Services LLC	1	\$ 65.63
Yeaa LLC	1	\$ 31.50
Total New Applications	8	\$ 2,022.27

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	172	\$ 42,307.77
Paid Renewals	2,903	\$ 1,022,816.46
Total BTRs as of 07/31/2022	3,075	\$ 1,065,124.23 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 07/31/2022

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	.00	.00	.00	.00	1680.00	1,680.00
# 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
# 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
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	2380.00	2,380.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5924-Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5978 - Angels of Paradise	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
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	.00	.00	1680.00	.00	1,680.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	1500.00	.00	1,500.00
# 4569 - Clark and Norris Funeral Home	Reservation of Burial Plot	.00	.00	1680.00	.00	.00	1,680.00
# 5925- Anthony R Manuel Funeral Home	Reservation of Burial Plot	.00	.00	1500.00	.00	.00	1,500.00
# 4431 - Landmark Funeral Home	Reservation of Burial Plot	.00	2860.00	.00	.00	.00	2,860.00
# 5907 - Poitier Family 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		\$0.00	\$4,540.00	\$3,180.00	\$3,180.00	\$35,960.00	\$46,860.00
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 - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	2010.00	.00	960.00	1230.00	1020.00	5220.00
Bulk Trash Pk Up		\$2,010.00	\$0.00	\$960.00	\$1,230.00	\$1,020.00	\$5,220.00
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	.00	219,015.00	219,015.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$236,315.00	\$236,315.00
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 IMS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	162,047.20	.00	.00	.00	24,559.43	186,606.63
Miscellaneous Totals		\$162,047.20	\$0.00	\$0.00	\$0.00	\$44,801.43	\$206,848.63
Grand Totals							
		\$164,057.20	\$4,540.00	\$4,140.00	\$4,410.00	\$449,580.96	\$626,728.16

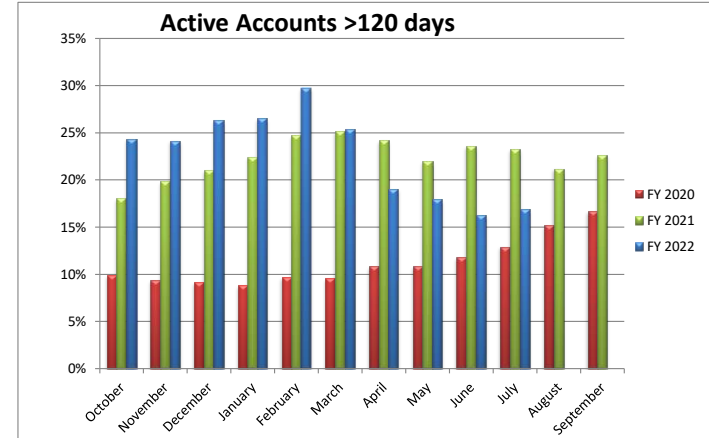
City of Dania Beach
Commercial Solid Waste Report FY 2021-2022
Payments Received

Waste Hauler								
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republc Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	General Fund
Permit Application Fee	75.00	75.00		225.00	75.00	75.00	75.00	
Annual Permit Fee	1,000.00	1,000.00		1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise								
Oct		37,101.99	15,003.66	5,434.05	831.56	2,696.75	3,861.48	64,929.49
Nov	2,992.53	-	19,399.00	4,048.11	633.75	5,042.75	4,457.18	36,573.32
Dec	5,886.76	77,295.51	34,273.98	3,227.09	601.47	-	2,192.22	123,477.03
Jan	3,076.60	-	-	3,890.39	919.19	2,402.58	2,412.13	12,700.89
Feb	No Remittance	116,977.84	13,927.98	5,209.23	869.02	3,122.13	2,337.28	142,443.48
Mar	6,430.13	38,958.86	18,130.52	5,824.22	404.22	2,743.07	4,164.28	76,655.30
Apr		44,644.59	17,857.96	7,401.33	802.74	2,526.12	4,320.35	77,553.09
May	2,372.37	32,424.58	12,398.40	6,785.02	769.39	-	3,700.52	58,450.28
Jun	5,212.34	2,552.06	12,419.29	6,122.65	371.54	3,522.41	4,619.18	34,819.47
Jul	2,865.38	31,868.84	12,066.28	7,362.90	923.19	No Remittance	5,768.05	60,854.64
Aug								-
Sep								-
Total Mo. Franchise	\$ 28,836.11	\$ 381,824.27	\$ 155,477.07	\$ 55,304.99	\$ 7,126.07	\$ 22,055.81	\$ 37,832.67	\$ 688,456.99
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republc Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Solid Waste Fund
Monthly Franchise								
May	790.79	10,808.20	4,132.80	2,261.67	256.46	-	1,233.51	19,483.43
Jun	1,737.45	850.69	4,139.76	2,040.88	123.85	1,174.15	1,539.73	11,606.51
Jul	955.13	10,622.95	4,022.09	2,454.30	307.73		1,922.69	20,284.89
Aug								-
Sep								-
Total Mo. Franchise	\$ 3,483.37	\$ 22,281.84	\$ 12,294.65	\$ 6,756.85	\$ 688.04	\$ 1,174.15	\$ 4,695.93	51,374.83
Total Receipts	\$ 33,394.48	\$ 405,181.11	\$ 167,771.72	\$ 63,286.84	\$ 8,889.11	\$ 24,304.96	\$ 43,603.60	\$ 746,431.82
	NOT submitting Report	NOT submitting Customer Report	submitted Report	submitted Report	submitted Report	NOT submitting Report	submitting Report	

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

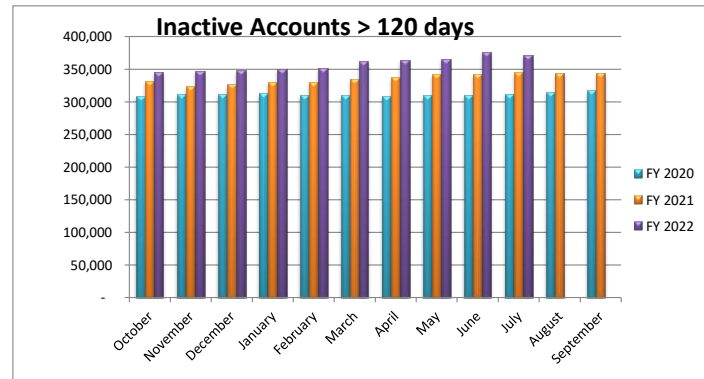
	FY 2020			FY 2021			FY 2022		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	101,263	\$ 1,028,181	10%	183,822	\$ 1,019,908	18%	275,153	\$ 1,130,854	24%
November	102,632	1,094,606	9%	207,753	1,049,166	20%	276,502	1,145,557	24%
December	100,463	1,093,753	9%	227,856	1,082,042	21%	286,708	1,088,332	26%
January	101,513	1,151,809	9%	248,468	1,107,929	22%	309,337	1,166,202	27%
February	105,524	1,086,072	10%	262,649	1,063,670	25%	322,379	1,084,213	30%
March	104,516	1,090,084	10%	262,514	1,042,220	25%	281,908	1,112,053	25%
April	107,366	991,898	11%	273,503	1,129,480	24%	222,556	1,169,668	19%
May	113,868	1,048,083	11%	264,778	1,203,079	22%	211,091	1,178,959	18%
June	127,306	1,078,705	12%	260,736	1,105,993	24%	190,542	1,173,565	16%
July	143,126	1,110,772	13%	248,966	1,069,697	23%	201,407	1,194,888	17%
August	157,934	1,041,324	15%	246,396	1,164,114	21%			
September	167,246	1,005,176	16.64%	250,534	1,107,838	23%			
Annual Avg	\$ 119,396	\$ 1,068,372	11%	\$ 244,831	\$ 1,095,428	22%	\$ 257,758	\$ 1,144,429	23%



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 2020			FY 2021			FY 2022		
	>120 Past Due			>120 Past Due			>120 Past Due		
	Due	>120 Past Due	% +/-	>120 Past Due	% +/-		>120 Past Due	% +/-	
October	308,582	330,831	7%	344,685	4%		344,685	4%	
November	311,477	323,648	4%	346,914	7%		346,914	7%	
December	311,598	326,595	5%	347,964	6%		347,964	6%	
January	311,938	330,267	6%	349,252	5%		349,252	5%	
February	310,421	330,406	6%	350,890	6%		350,890	6%	
March	309,600	334,793	8%	361,917	7%		361,917	7%	
April	308,699	337,912	9%	363,125	7%		363,125	7%	
May	309,813	341,380	9%	365,539	7%		365,539	7%	
June	310,711	342,137	9%	376,626	9%		376,626	9%	
July	311,770	345,332	10%	371,165	7%		371,165	7%	
August		314,242	9%						
September		317,910	7%						
Annual Avg	\$ 311,397	\$ 335,838	7%	\$ 357,808	6%		\$ 357,808	6%	



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.					
2021	2022	2021	2022	2021	2022	# of Accts	2021	2022	# of Accts	2021	2022	2022									
												5/8"	1"- 1/2"	2" and above	Total						
Oct	\$ -	\$ 40,482.00	\$ -	\$ -	\$ -	\$ 3,695.00	\$ 739.00	\$ -	\$ -	-	\$ -	\$ -	4		2	6	33	31	51		
Nov	1,389.00	-	2,900.00	-	-	3,706.50	741.30	-	-	-	-	-	2	-	-	2	15	45	52		
Dec	14,792.00	38,925.00	5,643.00	-	-	3,665.00	733.00	-	80.00	2.67	-	-	3	1	1	5	5	52	51		
Jan	-	-	-	-	-	2,685.00	537.00	-	-	-	-	-	2	-	-	2	4	35	52		
Feb	3,893.00	7,785.00	12,349.00	1,750.00	-	1,880.00	376.00	-	-	-	-	-	1	-	-	1	7	43	39		
Mar	-	3,114.00	-	2,900.00	-	5,130.00	1,026.00	-	-	-	-	-	2	-	-	2	8	83	76		
Apr	129,231.00	12,456.00	-	-	-	2,585.00	517.00	-	7,970.00	265.67	-	-	2	-	-	2	1	71	66		
May	50,603.00	17,127.00	-	-	4,050.00	2,405.00	481.00	80.00	4,320.00	144.00	-	-	2	1	-	3	1	68	40		
Jun	-	1,557.00	-	1,450.00	3,345.00	2,250.00	450.00	-	3,440.00	114.67	-	-	2	1	-	3	6	37	77		
Jul	-	2,282.00	-	1,450.00	3,415.00	3,095.00	619.00	-	3,731.61	124.39	-	-	-	-	1	1	4	49	68		
Aug	-		1,650.00		3,570.00	-		-		-						-	2		49		
Sep	-		-		3,300.00	-		-		-						-	5		67		
Total	\$ 199,908	\$ 123,728	\$ 22,542	\$ 7,550	\$ 17,680	\$ 31,097	\$ 6,219	\$ 80	\$ 19,542	651	-	-	Yr-to-Date Total		27	91	514	688			

11%

10%

of City's 4,850 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 10/1/21 (Audited)

(Uses) / Additions:

----- General Fund -----		
	<u>Contingency</u>	<u>Unassigned Fund Balance</u>
Balance 10/1/21 (Audited)	\$ 325,000	\$ 25,936,560
October	-	(1,317,805)
November	-	(270,150)
December	-	(137,437)
January	(11,500)	-
February	(21,765)	-
March	-	-
April	(7,041)	(217,701)
May	(187)	(601,375)
June	(2,280)	-
July	(8,400)	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	<u>(51,173)</u>	<u>(2,544,468)</u>
Sub-Total Available	273,827	23,392,092
<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 09/30/22	\$ 273,827	\$ 9,892,092

City of Dania Beach

General Fund

Analysis of

Fund Balance

	<u>Balance 10/1/21</u>	25,936,560	
Uses: #389-90-01			
October	(1,317,805)		Rollover PO's+ \$5k RISE c/o and Cap Proj c/o of \$265,505
			FDOT Perpetuity Suretyfor holiday lights \$70k
			Citywide speed hump project \$87,969; Marine industry c/o \$71,25
November	(270,150)		HMGP Grant
December	(137,437)		Security Services Contract
January			
February			
March			
April	(217,701)		Ryan and Ryan inv \$42,701; Casino Litigation Appeal \$175k
May	(601,375)		City hall hardening project
June			
July			
August			
September			
Total Uses (Sources)		<u>(2,544,468)</u>	
Estimated Balance Available 09/30/21		<u>\$ 23,392,092</u>	
<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 09/30/22		<u>9,892,092</u>	