

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JANUARY 10, 2023 - 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. Public Art Advisory Board introduction and progress presentation by the City's public art consultant, Linda Flynn, Ph.D., Partner with the Cultural Planning Group
2. Special Event request by the City of Dania Beach and MLK Renaissance Inc. to host the Martin Luther King, Jr. Community Celebration and Parade on January 16, 2023. The applicant is requesting the following: Special Event fee waiver of \$150.00; Port-o-lets

for CW Thomas Park; BSO Police Escort Detail for the parade; and BSO Security Detail at C.W. Thomas Park for the festivities. *(Parks & Recreation)*

4. PROCLAMATIONS

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 December 13, 2022 City Commission Hybrid Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2023-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$3,480,000.00) FOR THE SOUTHEAST DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2023-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH GREENFIELDS OUTDOOR FITNESS, INC., FOR OUTDOOR FITNESS EQUIPMENT UNDER THE SOURCEWELL CONTRACT SOLICITATION NUMBER 010721 IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS AND FIFTEEN CENTS (\$66,489.15) FOR MILDRED JONES PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

5. RESOLUTION NO. 2023-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MAC'S TOWING SERVICES, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. RESOLUTION NO. 2022-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-055-22) AND VARIANCES (VA-079-22, VA-080-22 AND VA-093-22) FOR PROPERTY OWNER HYDRASOURCE CORP., FOR PROPERTY LOCATED AT 3581 SW 26TH TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from December 13, 2022)*** *(Community Development)*

2. ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK, AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

3. ORDINANCE NO. 2023-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE "LAND DEVELOPMENT CODE", PART 8, "TECHNICAL APPENDIX," ARTICLE 811, "PUBLIC ART PROGRAM," BY AMENDING ARTICLE 811 AT SECTION 811-20, "DEFINITIONS", SECTION 811-30, "PUBLIC ART PLAN AND IMPLEMENTATION GUIDELINES"; SECTION 811-40, "ART AND ARTIST

SELECTION CRITERIA; PUBLIC ART PROGRAM GUIDELINES” TO REQUIRE COMPLIANCE WITH PROCUREMENT GUIDELINES; SECTION 811-130, “PUBLIC ART ADVISORY BOARD”, AND SECTION 811-140, “MURAL GUIDELINES”, TO CLARIFY THAT ALL MURALS AND ART WORK, WHETHER PURCHASED WITH PUBLIC ART FUNDS OR NOT, AND WHETHER DONATED TO THE CITY OR PURCHASED BY THE CITY OR A THIRD PERSON WOULD REQUIRE REVIEW BY THE PUBLIC ART ADVISORY BOARD AND A RECOMMENDATION FROM SAID BOARD TO THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Education Advisory Board
Vice-Mayor Lewellen - 1 appointment
Commissioner Salvino - 1 appointment
2. Green Advisory Board
Commissioner Salvino - 1 appointment
3. Parks, Recreation and Community Affairs Advisory Board
Vice-Mayor Lewellen - 1 appointment
4. Planning & Zoning Board
1 Alternate appointment

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Thursday, January 12, 2023 - 5:00 p.m.
Tuesday, January 24, 2023 - 7:00 p.m.
Tuesday, February 14, 2023 - 5:30 p.m.
Tuesday, February 14, 2023 - 7:00 p.m.

CRA Board Workshop - CRA Plan Update
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Special
Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request by the City of Dania Beach and MLK Renaissance Inc. to host the Martin Luther King, Jr. Community Celebration and Parade on January 16, 2023. The applicant is requesting the following: Special Event fee waiver of \$150.00; Port-o-lets for CW Thomas Park; BSO Police Escort Detail for the parade; and BSO Security Detail at C.W. Thomas Park for the festivities.

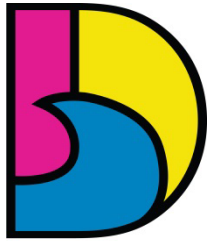
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - 2023 MLK Celebration - Parade, Special Event Application - MLK Celebration and Parade 2023, Signed BSO Fire Marshall Report - MLK Event 2023, SIGNED MLK Parade - Temporary Closing of State Road Permit3



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: January 10, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks and Recreation Director 

RE: Special Events Application Request for the 2023 Annual Dr. Martin Luther King, Jr. Parade and Celebration scheduled for Monday, January 16, 2023

REQUEST

A Special Event is requested by the Parks and Recreation Department in collaboration with the MLK Committee to host the Annual Dr. Martin Luther King, Jr. Celebration and Parade on Monday, January 16, 2023. The breakfast will kick-off at C.W. Thomas Park located 100 N.W. 8th Avenue, Dania Beach, FL 33004 on Monday, January 16, 2023 at 7:00 a.m to about 8:59 a.m. The parade lineup will begin at 9:00 a.m. with the parade lasting until about 11:00 a.m. The celebration will continue in the park from 11:01 a.m. until about 5:00 p.m.

BACKGROUND

This is an annual event for the community to honor the legacy of the late, great Dr. Martin Luther King, Jr. The MLK Breakfast will be free and will began at C.W. Thomas Park on Monday, January 16, 2023 at 7:00 a.m. to about 8:59 a.m. Afterwards, the parade line-up will begin at 9:00 a.m. – 11:00 a.m. The celebration in the park from 11:01 a.m. to about 5:00 p.m. Staff is working with the committee to submit all necessary road closure permits through FDOT for the parade route.

BUDGETARY IMPACT

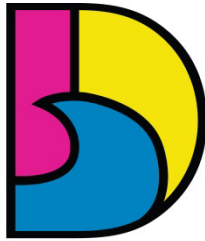
The special events application fee for this event is \$150.00. This item is requested to be waived as it is a city hosted event.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

It is recommended that the City Commission Approve the Special Events Application request in whole with compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. – Fire Prevention Lt. Zipoli	<i>Fire Marshall's Report attached.</i> There will be one Fire Inspector to witness the	



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

	"food truck leak test" and two (2) medic detail. No further concerns raised.	
BSO Police Dept. - Lt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. – Jack Fisher	Building permits are not required. No further concerns raised.	
Community Dev. – Joyce McPhee	No further concerns raised.	
City Attorney – Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	COI's required for food truck(s). No further concerns raised.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services – Fernando Rodriguez	No concerns raised.	



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN AND SITE PLAN NARRATIVE by email. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete application will be returned to applicant. After you submit the application with your fee, you will be contacted by the Special Event Coordinator to review and further process your application. The Special Event Coordinator will contact you once the review is complete to provide conditions or comments and the next available date for City Commission approval (if required).

PART I: EVENT REQUEST

Event Name: Martin Luther King, Jr. Community Celebration and Parade

Type of Event: Minor Event - less than 500 people, single day event, no road closures
Major Event - more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)
Wedding

Is your event located in a public park or City property? ☒ Yes ☐ No

Is your event located on the beach? ☐ Yes ☒ No

Location: C.W. Thomas Park, 800 NW 2nd St, Dania Beach FL, 33004

Expected maximum attendance 500 Expected sustained attendance 500

Has this event been held in the past? ☒ Yes ☐ No 01/21/2019, 01/20/2020

If yes, please list the past dates, locations and attendance

Same location, same attendance

Detailed Description: (Activities, Vendors, Entertainment, etc.)

Martin Luther King, Jr. Community Celebration and Parade

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>1/16/23</u>	<u>Monday</u>	<u>6am</u> AM/PM	<u>8am</u> AM/PM	<u>20</u>
EVENT DAY 1:	<u>1/16/23</u>	<u>Monday</u>	<u>7am</u> AM/PM	<u>5pm</u> AM/PM	<u>500</u>
EVENT DAY 2:	<u></u>	<u></u>	<u></u> AM/PM	<u></u> AM/PM	<u></u>
EVENT DAY 3:	<u></u>	<u></u>	<u></u> AM/PM	<u></u> AM/PM	<u></u>
BREAKDOWN:	<u>1/16/23</u>	<u>Monday</u>	<u>5pm</u> AM/PM	<u>6:30pm</u> AM/PM	<u>20</u>

PART II: APPLICANT

Organization Name MLK Renaissance In **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 100 W. Dania Beach Blvd **City, State, Zip:** Dania Bch., FL 33004

Date of registration: _____ **State registered in:** _____ **Federal ID #** _____

Email Address: Tammiefjames@aol.com **Phone:** 954-408-6632

Event Coordinator Name Shaina Forbes **Phone:** _____

Title: Special Events C **Phone:** 954-408-6632 **Cell:** _____

Email address: Majesticplanningco@gmail.com **Fax:** _____

Additional Contact Name Tammie James **Will you be on site?** ☒ Yes ☐ No

Title: Committee Pres **Phone:** 954-608-1111 **Cell:** _____

Email address: Tammiefjames@aol.com **Fax:** _____

Event Production Company (if other than applicant) _____

Address: _____ **City, State, Zip:** _____

Contact Name: _____ **Title:** _____

Phone (day) _____ **(night)** _____ **Cell:** _____

Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Building Division using the Building Permit Application form. Apply and pay for the permits at least 30 days before the event. Contact the Building Division at (954) 924-6805 with any questions.

Admission/Registration _____ Yes ☒ No **If yes, how much? \$** _____

Alcohol for Sale _____ Yes ☒ No **Alcohol for Fee** _____ Yes ☒ No

If yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)

Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability insurance 30 days before event.

Amusement Ride ☒ Yes ☐ No

If yes, name a contact of company: _____

What type of rides are you planning? Bounce house, slide, interactive games.

Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity ☒ Yes ☐ No **Generator** ☒ Yes ☐ No **Amount of Kilowatts** Small at

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes ☐ No

If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ☒ Yes ☐ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ☐ Yes ☒ No

Food Trucks ☒ Yes ☐ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____

State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?

☒ Yes ☐ No

If so, indicate the type of appliance(s) to be used and the number of each applicant to be used:

N/A Electric Grill(s) # ^ Gas Grill(s) # X Charcoal Grill(s) # X Smoker Grill(s) # X

Grease Fryer(s) # ^ Oven(s) # X Electric Range Burner(s) # X Gas Range Burner(s) # _____

Please Note – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

Does each cooking appliance have its own dedicated Fire Extinguisher? ☒ Yes ☐ No

Please Note – Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

Does each cooking area have the proper clearances from all other event areas? ☒ Yes ☐ No

Please Note – Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands of bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

Food Truck and vendors that are participating at the event.

1. Fire Safety Inspection is required the day of the event.
2. Certified Gas Company to inspect the food trucks and any vendor that is cooking with gas prior to cooking for the opening of the event. (Leak detection test).
3. Food trucks that are participating must have an approved and updated fire suppression extinguishing system.
4. Food trucks are to be 10 feet apart from other food trucks. Vendors that are cooking outside in separated booths must be 10 feet apart from other vendors that are cooking.
5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☒ Yes ☐ No

If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.):

DJ with speakers.

List the type of equipment you will use (speakers, amplifier, drums, etc.):

Stages ☒ Yes ☐ No Type (wood, metal, trailer stage, etc.) Trailer Stage
Stages may require permits.

Days and times music will be played: Monday, 01/16/2023 from 9am - 5pm

How close is the event to the nearest residence? Next door
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ☐ Yes ☒ No If yes, lot location(s)? _____

Date(s) of Closure Mon., 01/16/2023 Time(s) of Closure 9am - 11am
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ☒ Yes ☐ No If yes, define Closure(s) Monday, 01/16/2023
Date(s) of Closure 01/16/2023 Time(s) of Closure 9am - 11am

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ☐ Yes ☒ No

Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name On The Go Rental Contact Chad VanAllen Phone 954-661-2878
All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ☒ Yes ☐ No



Name BSO Police Phone 954-518-0142
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes ☐ No

No penetration of ground spike is allowed. All structures must be water-weighted. Tents larger than 10 x 10 require a permit.

Quantity and size of each? five (5), each will be 10' x 10' in size

Company Name N/A Contact _____ Phone _____

A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for filed testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. Participating vendors must be separated by a minimum of 3 feet regardless with usage of a tent or a canopy classification.

Toilets ☒ Yes ☐ No

All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan ☐ Yes ☒ No

Any events larger than \$5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative. MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the “Cost Estimate” worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

POLICE

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type of weather. Depending on your event, it may be possible to supplement some of the Police services with a private third-party security company if their security plan is approved by the BSO Police Department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Ordinance, it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in

the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that the City of Dania Beach sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the BSO Police Department will determine all security requirements and that the BSO Fire Rescue will determine all fire and Emergency Medical Services requirements.

I understand that any cancellations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other City representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

1. ALL events – Event Site Plan & Narrative – show stages, restrooms, fencing, tents, etc.
2. Closed Roads – Maintenance of Traffic Plan – show barricades, directions, cones, etc.
3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event coordinator will manager security.

Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

Kala Gardner

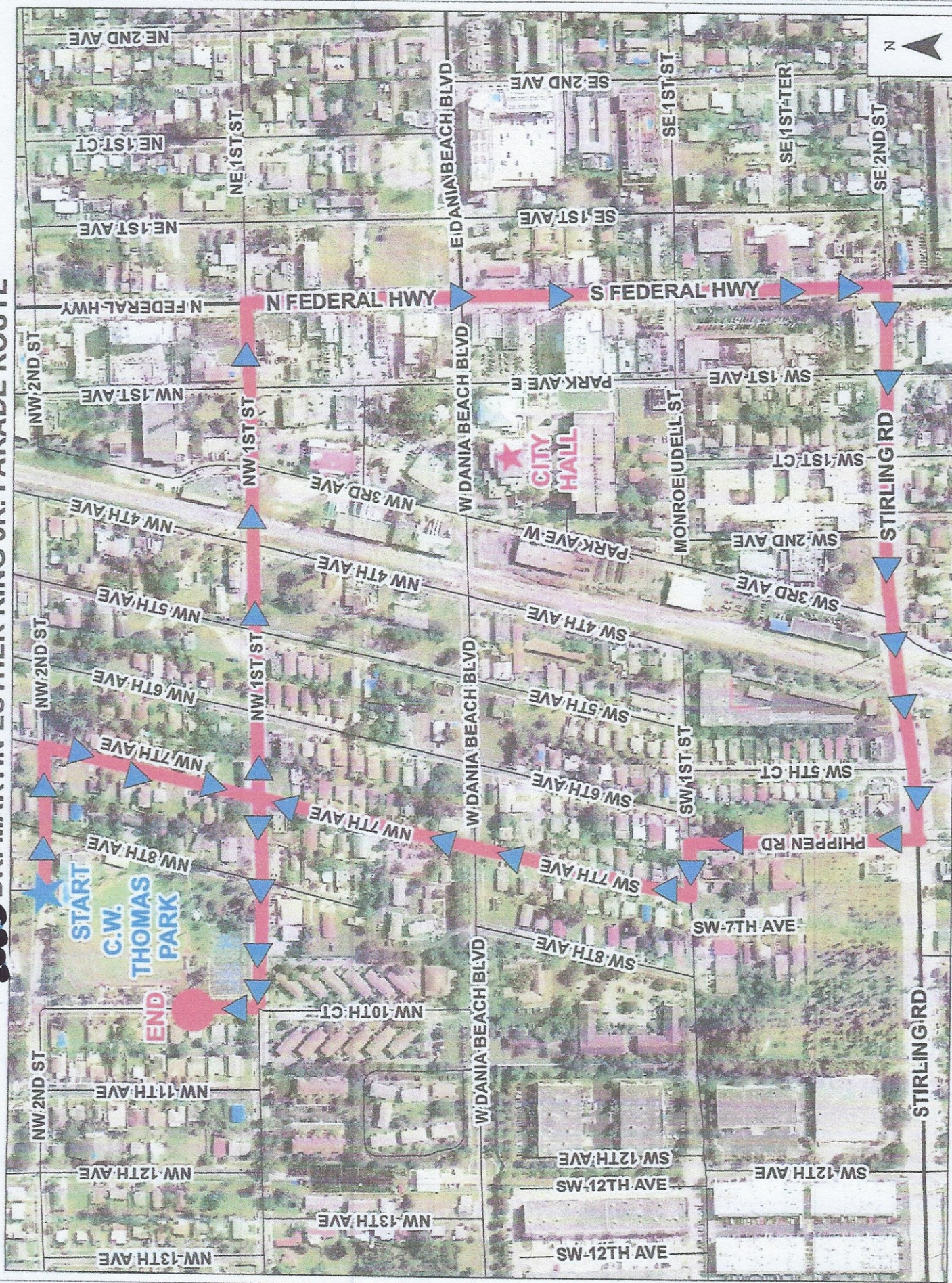
Digitally signed by Kala Gardner
Date: 2022.11.28 14:24:06
-05'00'

Event Coordinator Signature

11/28/2022

Date

2023 DR. MARTIN LUTHER KING JR. PARADE ROUTE



Original for 16



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

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

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: Martin Luther King Jr, Community Celebration and Parade

Event Date(s): Monday 1/16/2023

Event Location: C.W. Thomas Park 800 NW 2nd Street, Dania Beach Fl. 33004

Event Reviewed By: Lieutenant David Zipoli

Date of Review: 12/06/2022

Event Contact Name 1: Tammie James

Event Contact 1 Phone: 954 608-1111

Event Contact 1 Cell Phone: N/A

Event Contact 1 Email: Tammiejames@aol.com

Event Contact Name 2: Kala Gardner

Event Contact 2 Phone: 754 551-4472

Event Contact 2 Cell Phone:

Event Contact 2 Email: kgardner@daniabeachfl.org

Event Coordinator Shaina Forbes 954 408-6632 majesticplanningco@gmail.com

☐ EVENT IS APPROVED

☒ EVENT IS APPROVED WITH CONDITIONS (See Below)

☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☐

EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

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

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

☒ **Site Plan Required** - See the attached Site Plan Check List for Site Plan Submittal Requirements.

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

☒ **Fire extinguishers required** – Must be provided in accordance with the requirements noted on the Special Event Application. Each vender that has a portable generator.

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (**Note: Minimum spacing requirements between tents shall be 10 feet unless approved by the Fire Marshal**) not approved.

☒ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and **shall not create a trip hazard for patrons and/or event workers.**

☒ **Gas Grills** must be permitted. Obtain permits from the City of Dania Beach Building Department.

☒ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. “NO SMOKING” signs shall be posted at all LP Gas Container locations.

☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal’s Office at (954)342-4262. **See Notes**

☐ **Street Closure Conflict** - Contact the Fire Marshal’s Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal’s Office at (954)342-4262.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). **Plans & Permits Shall be required.**

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and **MUST PASS** a fire inspection prior to use. **This must involve a third party licensed gas contractor to perform a gas leak test.**

☐ **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

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

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

☒ Other Requirements: Notes: No vendor tents are to exceed outside of the assigned vehicle parking spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

A licensed gas company is required to be on site and preform a gas leak testing before the opening of the event and before any cooking begins. All food trucks and vendors must be on site and ready for the fire inspection and gas company leak testing. This inspection shall take place 1 hour or sooner before opening of the event to the public. It is the responsibility of the Event Coordinator to set up the licensed gas company at the same time that the fire inspector will be on site. (see below or after hours inspection time). Street closures, Fire department access, tent spacing and fire extinguisher inspections along the path of egress between tents must be in compliance before the event shall be signed off. An after hour request form must be approved by The Fire Marshal's Office. Contact: FPO David Zipoli: david_zipoli@sheriff.org or Candice_burton@sheriff.org

☒ INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.

☐ Other Requirements and/or Special Notes:

Fire inspection detail required. Invoice for inspector will be provided.

INSPECTION AND/OR DETAIL REQUIREMENTS

(The below information must be filled out by Fire Prevention prior to releasing comments back to the applicant)

☐ N/A ☐ **Pre-Event Inspections Required** (Date): See top of page 1

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

☒ After-Hours (4-Hours or Less)

☐ After Hours (Greater than 4 Hours)

DATE(S) & TIME(S): _____

☐ N/A ☐ Fire Inspector Stand-By Detail Required
(Dates & Times): _____

☐ N/A ☐ Operational Detail Required Type:

Dates & Times: _____

☐ N/A ☐ SEE ATTACHED FEE SCHEDULE FOR REQUIRED INSPECTIONS AND/OR DETAILS. Email: david_zipoli@sheriff.org

Event Applicant, Please fill out and sign below for the acknowledgment of the above said instructions and return to David_zipoli@sheriff.org / or / Candice_burton@sheriff.org / or / lisa_maggeo@sheriff.org

Name (Print): Shaina Forbes

Signature: Shaina Forbes

Date: 12/10/22

TEMPORARY CLOSING OF STATE ROAD PERMITDate: December 5, 2022Permit No. Temp: 0196111**Governmental Entity**

Approving Local Government City of Dania Beach Contact Person Eric Brown
Address 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Telephone 954-924-6800 ext. 3730 Email ebrown@daniabeachfl.gov

Organization Requesting Special Event

Name of Organization MLK Renaissance Committee Contact Person Shaina Forbes
Address 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Telephone 954-408-6632 Email majesticplanningco@gmail.com

Description of Special Event

Event Title Dr. Martin Luther King, Jr. Community Celebration and Parade Date of Event Monday, January 16, 2023
Start Time 9:00 A.M. End Time 11:00 A.M.
Event Route (attach map) see attached route map
Detour Route (attach map) _____

Law Enforcement Agency Responsible for Traffic Control

Name of Agency Broward Sheriff Office

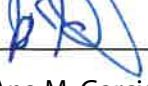
US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☐
Copy of USCG Approval Letter Attached ☐
Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator <u>Shaina Forbes</u>	Signature <u></u>	Date <u>12/05/22</u>
Law Enforcement Name/Title <u>Lt. Jason Tarala</u>	Signature <u></u>	Date <u>12-8-22</u>
Government Official Name/Title <u>Ana M. Garcia, City Manager</u>	Signature <u>Ana M. Garcia</u> Digitally signed by Ana M. Garcia Date: 2022.12.07 16:58:26 -05'00'	Date <u>12/7/22</u>

FDOT Special Conditions

FDOT Authorization

Name/Title _____ Signature _____ Date _____

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, DECEMBER 13, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Ryan called the meeting to order at 7:02 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

Mayor Ryan moved out of the regular order of the agenda to take up items 3.2 and 5.

3.1 Presentation to former Commissioner, Robert ‘Bo’ Donly, by Commissioner Joyce L. Davis

Commissioner Davis spoke of the Florida League of Cities and recognized former Commissioner, Robert “Bo” Donly, who is the only elected official from the City of Dania Beach to serve as the FLC President. Commissioner Davis also recognized Port St. Lucie Vice-Mayor Jolien Caraballo, the current president of the FLC and its first Latina president. Vice-Mayor Caraballo read a proclamation proclaiming December 13, 2022 “Bo Donly Day”. Mr. Donly spoke of his service and expressed thanks for the recognition. The Commission unveiled a handcrafted piece of art, which is part of the Magnetic Geodes collection by artist Rochonda, and dedicated it to Mr. Donly in recognition of his service to the City of Dania Beach and the Florida League of Cities. The artwork will be displayed in the City Hall atrium.

3.2 Love Our Nation - Commissioner Joyce L. Davis

Commissioner Davis introduced the Love Our Nation organization and its co-founder and noted Love Our Nation has served the Dania Beach community since 2015. It began with the Earth 2 Table gardening program at C.W. Thomas Community Center and the Dania Beach PATCH. It expanded to an after-school safe-zone resource to support the children with homework assistance through the help of volunteer tutors, health and nutrition education, dance classes, financial literacy, and golf classes.

The students gave presentations describing how their lives have been transformed through the Love Our Nation program.

4. Proclamations

There were no proclamations on the agenda.

5. Citizen Comments

David Kaplan, 111 SE 3rd, complained about the requirement of having to provide a name and address when submitting a code complaint. He distributed a photo of trash at SW 1st Avenue and SW 1st Court and a photo of trash at SE 3rd Avenue.

Janos Weisz, 619 E. Sheridan Street, asked about the City providing a kayak launch before sunrise next to the pier.

Robert Buzaki, 4201 Grant Street, Hollywood, Florida, noted there is now a security guard at the beach and launching kayaks off the beach can only be done before sunrise.

John Aristei, 909 Citrus Isle, Fort Lauderdale, spoke of early launches of kayak anglers off Dania Beach that are now being prevented because of the security guard. He would like an exception to be made.

Mayor Ryan noted staff would discuss this matter.

Janet McCombs, 41 SW 5th Street, noted she has called numerous times about streetlights out on N. Federal Highway. She distributed an email regarding the outages in Dania Beach, which is attached and incorporated into these minutes, and noted staff could reach out to her for additional information.

Item 3.1 was taken up at this time.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, thanked everyone who came out for the BSO Shred-a-Thon, and noted BSO participated in the Law Enforcement Parade for Joe DiMaggio Children's Hospital. He recognized Detectives Perez and Mirada and Field Training Deputy Brian Meneses. He noted he will try to have the deputies present at the next meeting and will bring in their new narcotics dog as well.

Captain Sergio Pellecer, BSO District Fire Chief, noted he is thankful for the leadership in the City. He gave an update on departmental activities including high-rise building fire training at Dania Pointe, and participation in various holiday events, including the annual toy drive at Dania Pointe. He noted he is grateful for all the City departmental cooperation and leadership.

7. Consent Agenda

Items removed from Consent Agenda: #7.3, #7.9, #7.10

7.1 Minutes:

Approve Minutes of November 21, 2022 Organization Meeting

Approve Minutes of November 21, 2022 City Commission Hybrid Meeting

7.2 Travel Requests:

Request from City Manager Ana M. Garcia to attend the Florida City County Manager's Association (FCCMA) 2023 Winter Institute in Clearwater Beach, Florida, on February 8-11, 2023 (Estimated cost \$1,406.50) (*City Manager*)

Resolutions

7.4 RESOLUTION #2022-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE TERMINATION BY MUTUAL AGREEMENT OF A LEASE OF PARKING SPACES IN THE CITY GARAGE AT 49 PARK AVENUE EAST TO CITY PLACE APARTMENTS, LTD.; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PARKING LEASE TERMINATION AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

7.5 RESOLUTION #2022-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO ACCEPT THE DONATION OF A PARCEL OF LAND TO BE USED AS PART OF THE CITY'S RIGHT OF WAY, AT SOUTHWEST 3RD AVENUE, WHICH PARCEL OF LAND IS IDENTIFIED IN ATTACHED EXHIBIT "A" AND IS INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

7.6 RESOLUTION #2022-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTHLY SERVER MONITORING AND SUPPORT SERVICES, INCLUDING ADDITIONAL CONTRACTED SUPPORT FROM LAN INFOTECH, FOR FISCAL YEAR 2022-23, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Finance)

7.7 RESOLUTION #2022-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2022-23 APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Finance)

7.8 RESOLUTION #2022-186

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN “ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION” WITH TRANSYSTEMS CORPORATION D/B/A/ TRANSYSTEMS CONSULTANTS (“TRANSYSTEMS”), WHICH FIRM PURCHASED SEPI, INC., WHICH HAS A CONTINUING AGREEMENT UNDER THE CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-010 FOR PLANNING CONSULTING SERVICES POOL; WHICH ASSIGNMENT AND ASSUMPTION AGREEMENT IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION AS EXHIBIT “A”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Community Development)

Commissioner James motioned to adopt the Consent Agenda, with the exception of Item #7.3, #7.9 and #7.10; seconded by Commissioner Lewellen. The motion carried unanimously.

7.3 RESOLUTION #2022-181

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING REVISIONS TO THE LOAN DOCUMENTS PREVIOUSLY APPROVED IN RESOLUTION NO. 2022-049 TO CORRECT SCRIVENER’S ERRORS, SET AN AMORTIZATION PERIOD, AND OTHER CHANGES, TO ENTER INTO A SUBORDINATION AGREEMENT WITH THE CONSTRUCTION LENDER AND TO AMEND A REFERENCE TO THE NUMBER OF UNITS IN THE PROJECT BEING DEVELOPED BY CITY PLACE APARTMENTS, LTD., AT 75 PARK AVENUE WEST, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE MORTGAGE DOCUMENTS; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

City Attorney Boutsis read the title of Resolution #2022-181.

Commissioner James noted a revision to the resolution was distributed and she asked for clarification on the length of the loan period.

City Attorney Boutsis addressed the loan terms.

Commissioner James asked if we get interest on the lump sum that comes to us or on just the small amounts.

City Attorney Boutsis said we are getting the small amounts and then the lump sum full payment.

Commissioner James motioned to adopt Resolution #2022-181; seconded by Commissioner Salvino. The motion carried unanimously.

7.9 RESOLUTION #2022-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND CALL TO ARTIST REQUIREMENTS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT TO PURCHASE THE SCULPTURE ENTITLED "LET LOVE GUIDE YOUR WAY," DESIGNED BY THE PUBLIC ARTIST LLOYD GORADESKY, IN A NOT TO EXCEED AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-187.

Commissioner James said we had discussed this before, and we said it would come back for discussion if we decided to purchase it. She asked if this went through the Public Art Advisory Board and asked how the public art ordinance works. She thought we would get final say on how it is presented, but this is on the consent agenda for \$175,000.00.

Eleanor Norena, Director of Community Development, noted this is the recommendation that the Public Art Advisory Board made for the Commission to approve.

Commissioner James asked why it was put on the Consent Agenda; it is \$175,000.00 that we are spending. She loves the sculpture but questioned just placing such an item on Consent and what the process is moving forward. We are lucky to have seen this piece of art. She thought it was supposed to come back to the Commission for discussion before they decided to spend money on it. She asked if something else comes up, how the Commission is to have input on what the board presents to them if it just goes under Consent.

City Manager Garcia said \$175,000.00 is not at the threshold to not be on Consent; nothing has been violated.

Commissioner James commented the items on Consent should just be administrative; they should have already been discussed. With the Public Art Advisory Board, she asked how the Commission is going to review the different items presented to them and whether the Commission is going to have to do an agenda review to view the different art presented to them.

City Manager Garcia noted we could not place it on Consent.

City Attorney Boutsis explained it is for the board itself to do the call to artists. The Commission's policies direct how the agenda is written; there is not a separate section for non-Consent items. In the future, we could create another section for items not under Consent or put it under Discussion and Possible Action for all art pieces.

Commissioner James said she wanted to be consistent with what we are doing; she does not agree with the process.

Vice-Mayor Lewellen commented she has a different concern; we can always pull an item off Consent. We have a budget for these art pieces, and she questioned what the annual budget is.

Community Development Director Norena responded discussion of the budget would be at the next Public Art Advisory Board meeting.

Vice-Mayor Lewellen said her concern is that it is a lot of money to spend on one piece. She loves the piece but wonders if there is another option to look at. Perhaps split it over a couple fiscal years so it does not limit us with what else we can purchase with the budget.

Commissioner Salvino asked if the money is coming in from the Building Department.

Community Development Director Norena responded yes; it is the impact fee from large developments.

Commissioner Salvino asked how much money is in there right now.

Community Development Director Norena said \$1.4 million.

Commissioner Salvino commented even though it is the first piece, it has been out there, and people have acknowledged it. He agrees it is expensive, but it is out there. If we turn this down, we are not believing in our board. He does not disagree with Commissioner James but thinks we should agree on it to support our Public Art Advisory Board and do a process for the future.

Commissioner Davis spoke of the Public Art Advisory Board members, who include subject matter experts. She wants to make sure we value the people we put on boards. She loves the piece, and it goes with our Strategic Master Plan. This is an award winning, nationally recognized piece. The board voted unanimously to keep it here and she is in favor of keeping the piece.

Commissioner James agreed with Vice-Mayor Lewellen about the budget. It does not take away any respect for board members; we must represent the citizens. She thinks we need a process to discuss the items recommended to the Commission.

Mayor Ryan said the art has been here for a year; \$6,000.00 for the whole year. Now we are going to purchase it. He added the artist had it appraised and asked who appraised it.

Community Development Director Norena responded it was Linda Saft, an appraiser recommended by the Public Art Advisory Board.

Mayor Ryan noted he would like a second appraisal and would like to see previous artwork from this artist and would like to do more research on this before moving forward with it.

Vice-Mayor Lewellen asked if there is a time frame.

Community Development Director Norena said the lease expires January 4th.

Commissioner Davis commented the artist and members of the Public Art Advisory Board are in attendance if they want to speak.

Kelley Sharabe, Chair of Public Art Advisory Board, said she understands there is confusion about the process; you have put qualified persons on the board. This piece is exactly what Dania Beach asked for, it is nationally recognized, and only 144 pieces qualified to be placed on the nationally recognized website. Lloyd Goradesky and his work have proven themselves to the City.

Commissioner Salvino commented he is having tough time. Going back to the first time he was elected, he was taught at that time, if we are going micromanage every decision, what is the point of having a board. It is not all of our money, and it is not in the general budget; it is in the Art In Public Places fund. He questioned why we are having more of a discussion on this; we have it out there and it has been appraised. He thinks the Commission should approve this and move on.

Mayor Ryan noted his biggest concern is that we will have less than \$100,000.00 for the whole year to try to find more public art. He would like another appraisal; perhaps we could extend the lease for one more meeting.

Commissioner Davis said this is a government-approved appraisal and reiterated to the public that we are not spending taxpayers' dollars. These are developer dollars that our team set aside. We have \$1.4 million in the entire fund. This goes with our sea it, live it, love it theme and she does not want to lose this piece based on lack of information.

Commissioner Salvino motioned to adopt Resolution #2022-187; seconded by Commissioner Davis. The motion carried on the following 3-2 Roll Call vote:

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

7.10 RESOLUTION #2022-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD

COUNTY, FLORIDA, AND THE CITY FOR A RECREATION LICENSE AGREEMENT OF SCHOOL BOARD PROPERTY KNOWN AS “SITE NO. 47.1 A/K/A OLSEN MIDDLE SCHOOL”, FOR THE CITY TO MAKE IMPROVEMENTS ON THE PROPERTY FOR RECREATIONAL AND PARKING PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks & Recreation*)

City Attorney Boutsis read the title of Resolution #2022-188.

Commissioner James said this is another item that is vague; to make improvements and provide parking. She questioned the budgetary impact on us.

City Manager Garcia explained for decades the City had been trying to get the building demolished. We came full circle, and we were able to get the building demolished. We are where we are at; the Commission priority is to augment our green space and parks. There is nothing regarding what will be designed and what will be constructed. It is to secure this 25-year agreement so that we have those seven acres available to use for a future plan.

Commissioner James noted she knows the history; she just wants to know what happened to the Parks Master Plan that we had for this.

Eric Brown, Director of Parks & Recreation, explained Olsen was not part of the City of Dania Beach when the Master Plan was completed. Once the Commission approves the concept with a secured 50-year lease, we can make the concept a reality. All we want to do now is to secure the land. Right now, staff provided a concept of what could go on the land.

City Attorney Boutsis added the proposed item is for the land. This has not been workshopped or approved, which is why they made the language as tentative.

Parks & Recreation Director Brown noted there is not a dollar amount tied to this, it is only to secure the land.

City Manager Garcia said we used words like “may” and not “shall”. This is just a concept.

Commissioner James commented there was a different site plan prior to this one that had aquatics and cabanas and asked what happened to it.

Parks & Recreation Director Brown responded that was a concept, but it was not part of the Master Plan.

Vice-Mayor Lewellen said we should add more pickleball because that is all she hears about.

Commissioner Davis noted it has changed so much; before the concept is final, she asks that the Commission be involved in the conversation before the final concept.

Parks & Recreation Director Brown said they would be involved.

Commissioner James motioned to adopt Resolution #2022-188; seconded by Commissioner Davis. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no bids or requests for proposals on the agenda.

9. Public Hearings

9.1 RESOLUTION #2022-180 *Amended*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE HILTON EMBASSY SUITES SITE PLAN (SP-36-19), DESIGN VARIATIONS (OT-13-20, OT-14-20, OT-15-20 AND OT-88-22) AND VARIANCES (VA-11-20 AND VA-12-20), FOR PROPERTY OWNER B&JMC DANIA PLAZA, LLC, WHOSE PROPERTY IS LOCATED AT 233 N. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from November 21, 2022)*
(Community Development)

City Attorney Boutsis read the title of Resolution #2022-180 and advised the item was a quasi-judicial hearing and swore-in those who would speak. She asked the Commission to disclose any communication they had on this matter.

Eleanor Norena, Director of Community Development, introduced Claudia Viviana Batista, the new Planning & Zoning Manager.

Planning & Zoning Manager Batista gave a presentation on the site plan, design variations and variances requests for Embassy Suites.

Richard Coker, Attorney, representing the applicant, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner James asked if this is part of the RAC units.

Corinne Lajoie, Assistant Director of Community Development, explained it is not a residential project, so RAC units are not involved. She addressed the incentives they can choose from in the City Center designation.

Commissioner James asked how many stories they can build by right without incentives.

Community Development Assistant Director Lajoie said seven in the City Center.

Commissioner James noted, per our code, we do not like to have more than 10% valet.

Community Development Assistant Director Lajoie said correct, it was never envisioned in our code that it would be 100% valet. It may be a bit antiquated; it just was not envisioned that there would be that much demand for valet. Valet is professionally parked and does allow for

tighter spaces, so they would lose spaces if they ended up converting and eliminating that valet. It is a hotel so there is not a foreseeable scenario where it would convert or need to change over.

Mayor Ryan asked what restaurant will be put in.

Attorney Coker said Embassy Suites provides a full-service restaurant for its patrons, conference rooms, meeting rooms and a ballroom.

Benito Irastorza explained the restaurant would be open to the public. They would also have meeting rooms and ballrooms that are open to any guests or anyone in Dania Beach. The restaurant itself is part of the program of Embassy Suites. In some other cases they have franchises, but this has its own restaurant.

Mayor Ryan asked if we will still have space for locals to valet their own car and be patrons of the restaurant as well.

Mr. Irastorza said correct, it is open to the public. They are not doing any valet for the employees. For meetings rooms and ballrooms, it is typical to have valet service.

Mayor Ryan questioned why Sabal Palms would be used.

Mr. Irastorza noted he thinks it was the code and it was required. They proposed Medjools at the main entrance, but the code asked for Royal Palms. Their preference is Medjools as they are self-cleaning palms.

Vice-Mayor Lewellen asked why gray and white; all we see now is gray and white.

Mr. Irastorza said they are creating the main corner as the main focal point.

Vice-Mayor Lewellen suggested perhaps something with a splash of color. She does like the glass; everything that comes before us seems to be gray.

Mr. Irastorza noted some of the colors are dictated by the brand itself.

Mayor Ryan commented it is the first thing you see when you enter our City from the airport.

Mr. Irastorza responded there is a lot that they have put into it.

Vice-Mayor Lewellen said she would just like to see it pop a little more.

Javier Negroni, DLW Architects, explained the building is going to be lit up. The perspective of the pedestrian is the glass and the wood ceiling; little sparkles of elements that bring people's attention.

Mayor Ryan thanked them for choosing our City for this project and said it would be nice for the name Embassy Suites at Dania Beach on the hotel if it is a possibility.

Mr. Irastorza explained there are certain items that need to be run by corporate. In general, you see Embassy Suites by Hilton. As far as the logo and other promoted materials, they can incorporate in those types of things but on the image on the building itself, they are controlled by Hilton.

Mayor Ryan said it does not have to be our logo; they could use their style.

Mr. Irastorza responded perhaps they can do something on the pedestrian level; art or something.

Mayor Ryan opened the Public Hearing.

Gunnar Magliocca, 317 SE 4th Terrace, commented the developers who come up here get past the first step, then come up and ask for seven more stories on the night of approval. He hopes we stop approving the extra seven for every building.

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

Commissioner Davis said she wants to be sure the elements that were brought out are going to be implemented.

City Attorney Boutsis noted a condition could be added to the resolution as #9, stating the applicant is to work on developing and shall install an art piece at ground level to document “Dania Beach” as the location of the hotel. The applicant shall request from Corporate Hilton Headquarters for the ability to name the hotel (signage) as “Embassy Suites at Dania Beach”. Should Corporate deny the request, applicant shall advise the City of same in writing; however, the denial by Corporate does not preclude the site plan from being constructed under this resolution.

Commissioner Davis motioned to adopt Resolution #2022-180, as amended, to include the condition crafted by the City Attorney; seconded by Commissioner Salvino. The motion carried on the following 4-1 Roll Call vote:

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

9.2 RESOLUTION #2022-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUESTS SUBMITTED BY CITY PLACE APARTMENTS, LTD., THE PROPERTY OWNER, FOR A SITE PLAN MODIFICATION (SP-078-21MOD) AND DESIGN VARIATION (OT-080-22) FOR THE PROPERTY LOCATED AT 75 PARK AVENUE WEST, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, AND LIFT STATION EASEMENT AND OPERATING AGREEMENT AT THE PROPERTY LOCATED AT 49 PARK AVENUE EAST, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “B”, COPIES OF WHICH ARE ATTACHED TO

THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-189 and advised the item was a quasi-judicial hearing and swore-in those who would speak. She asked the Commission to disclose any communication they had on this matter.

Mayor Ryan noted he spoke with Attorney Mele and Francisco Rojo, and he could remain impartial.

A brief discussion ensued regarding RAC units and incentives.

Commissioner James noted she spoke with Attorney Mele, and she could remain impartial.

Commissioner Davis noted she spoke with Attorney Mele, and she could remain impartial.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the site plan modification, design variation, and lift station easement and operating agreement requests for City Place Apartments.

Commissioner James asked what the RAC transportation funds go for.

Community Development Assistant Director Lajoie explained it is based on \$21.26 per trip and is assessed in the RAC and is a fund for the County.

Commissioner James asked if we could change that. We could have our own programs here with our own residents.

Community Development Assistant Director Lajoie said she does not think it is something we can get back. It is a conversation we can have with the County inquiring where the improvements are being made and how they are being implemented in the region.

Commissioner James noted she wants to have that conversation. We have developments that are coming up and they are going to pay into something. She wants to see a return on our monies for our City and our residents.

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

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

Commissioner Salvino motioned to adopt Resolution #2022-189; seconded by Commissioner Davis. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Lewellen	Yes
Commissioner James	Yes	Mayor Ryan	Yes

Commissioner Salvino Yes

9.3 RESOLUTION #2022-190 *Continued*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-055-22) AND VARIANCES (VA-079-22 AND VA-080-22) FOR PROPERTY OWNER HYDRASOURCE CORP., FOR PROPERTY LOCATED AT 3581 SW 26TH TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Community Development)

City Attorney Boutsis read the title of Resolution #2022-190 and noted staff is requesting the item be continued to January 10th.

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

Commissioner Salvino motioned to continue Resolution #2022-190 until the January 10, 2023 City Commission meeting at 7:00 p.m.; seconded by Commissioner James. The motion carried unanimously.

10. Discussion and Possible Action

There were no discussion items on the agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke about the Thanksgiving celebration at City Hall, Art Basel, Climate Leadership Summit (she suggested we budget for a Chief Resiliency Officer position), and the Historical Society holiday party at the Lions Club.

11.2 Commissioner James

Commissioner James thanked Parks & Recreation and BSO for their help with the Tamara James Thanksgiving Drive and congratulated Parks & Recreation for the Holiday Tree Lighting event.

Commissioner James noted Akiba, a new African furniture store, approached her. They had their grand opening a few nights ago and have many beautiful solid wood pieces. She looks forward to having them do some work here with the City.

Commissioner James spoke of the Nike ribbon cutting and how people had been sleeping in their cars for two days prior to the event.

Commissioner James questioned if Saito's will be having a grand opening and recommended the CRA reach out to them to try to do a grand opening.

11.3 Commissioner Salvino

Commissioner Salvino spoke about the REACH program at Olsen Middle School. He said the Mayor did a good job giving a talk on O.J. McDuffie Day; all the students were impressed. It was a nice job that they have started with the landscaping; along with the \$7,000.00 given, it is a start, and he thinks it will catch on with others as well. It was inspiring and he got his special recognition as he went to Olsen.

Commissioner Salvino noted the Christmas holiday tree lighting was amazing and it has come a long way since he first started attending.

Commissioner Salvino asked the Commission what they thought of removing the dividers on the dais. He would like approval to have them removed.

City Manager Garcia said we could make it happen.

11.4 Vice-Mayor Lewellen

Vice-Mayor Lewellen spoke of the tree lighting event. It was spectacular and people, who usually do not come to events, came to this, and want to come to more.

Commissioner Lewellen noted she stopped by the Lighthouse Church thanksgiving dinner. They gave out 300-400 hot meals and did a great job.

Commissioner Lewellen congratulated Rabbi Eckstein on the birth of his new baby.

Commissioner Lewellen said we have a resident who is music promoter for blues and national/international groups in South Florida. He is looking to get a grant from the Levitt Foundation that does grants for blues festivals for small cities. He would like to partner with Dania Beach; the grant would cover most expenses, but we would provide police/security. It is a 3-day event with blues artists coming in, 1st day for registration, then the rest of the days for the event. The closest city that has done this is Fort Pierce. He has asked if we could support this idea and perhaps write a letter from the City Manager saying it is something the City is interested in, and he could use it for his grant. She is asking for consensus from the Commission.

Mayor Ryan asked if we are only to provide a venue and security.

Vice-Mayor Lewellen explained the grant would pay for the artists to come; hotel stay; talent, staging sound, and hotels. We would need necessary police for street security and availability of the parking garage. His idea is to do it at the same location as Dania after Dark or the Arts & Entertainment District and it would be promoted as Dania Beach. He is looking for support of the Commission to apply for the grant.

Commissioner James noted she is in support of it and wondered if this is something they could partner with the CRA.

Vice-Mayor Lewellen said she knows the individual well; she does not want to necessarily partner herself. She thinks it would do the City good as a whole; it says a lot if the majority agrees to it and then we write a nice letter.

Mayor Ryan noted he supported the event.

The Commission consensus was to move forward with having City Manager Garcia write a letter of interest for the event.

11.5 Mayor Ryan

Mayor Ryan spoke of the Parks & Recreation Department and the tree lighting with the police force and firefighters. It was wonderful on stage. He noted he attended the Kwanzaa event; it was special, and it showed us how a community comes together. He attended the Climate Summit, and it touched on many subjects that he deals with in the private sector. It touched on our City as being a coastal city with climate change and what affects us. His first proclamation was at Olsen Middle School for O.J. McDuffy Day on December 1st. It was great what we did for the REACH Program. As a team, they attended the Hollywood City Commission meeting; the City of Hollywood unanimously voted for the .2 acres for the parking garage. We should attend more meetings in other cities.

Mayor Ryan noted he has been working with the City Attorney and Assistant City Attorney on the issue of derelict boats in our waterways. This is a big issue that needs to be addressed and we are putting our best foot forward.

Mayor Ryan said he has been Mayor for a month now, and he has learned a wealth of knowledge, and everyone has been very welcoming. The City has taken leaps and we still have a lot of work to do. He is confident in his City team and his team of Commissioners. He has confidence that we will propel the City in the right direction.

12. Appointments

12.1 Education Advisory Board

Mayor Ryan appointed: Patricia Silva

12.2 Green Advisory Board

Mayor Ryan appointed: Michael Porter

12.3 Marine Advisory Board

Mayor Ryan appointed: Gregory Ralston

12.4 Parks, Recreation and Community Affairs Advisory Board

Mayor Ryan appointed: Gunnar Sage Magliocca

12.5 Planning & Zoning Board

Mayor Ryan appointed: Morris Vaughn Stowers

The Commission appointed Charlotte Sloboda and Kimberly Ford as alternate members to the board.

Commissioner James motioned to approve the appointments; seconded by Commissioner Lewellen. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia thanked the City team that participated in the Climate Summit. We are looking to form our own resiliency team and have some money set aside for a consultant. This is extremely important to us as a coastal city.

City Manager Garcia thanked everyone for making it happen with the City of Hollywood; in addition, they will be meeting Thursday with FAU about using the surface parking lot.

City Manager Garcia gave kudos to Parks & Recreation. After every event, they do a post event assessment. They are creating a special event division in Parks & Recreation. They are going to continue to invest in the special events and in the education and training of those individuals. There will be special events put together by Parks and Recreation but there will be other events with Parks and Recreation and the rest of the City.

City Manager Garcia reported we are 90% complete with the landscaping project on the Griffin Road corridor. This is totally paid for by FDOT.

City Manager Garcia noted the Pier project is a two-tier project; it is a multi-million-dollar project that will be completed next fiscal year. We could not have done it without the help and support of our Public Services team. It could not have been completed in one phase as that would require closing the pier.

City Manager Garcia said we are already planning to do the best event ever as we celebrate Broward's first City's 120th birthday.

13.2 City Attorney

City Attorney Boutsis reported she is looking at bringing first reading of the Hollywood annexation to the January 10th meeting.

13.3 City Clerk - Reminders

City Clerk Schneider recommended that hybrid Commission meetings be discontinued beginning January 2023. The Commission agreed to eliminate the virtual component of the meetings.

Tuesday, January 10, 2023 - 5:30 p.m.

Tuesday, January 10, 2023 - 7:00 p.m.

Tuesday, January 24, 2023 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

City Commission Meeting

14. Adjournment

Mayor Ryan adjourned the meeting at 10:13 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$3,480,000.00) FOR THE SOUTHEAST DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

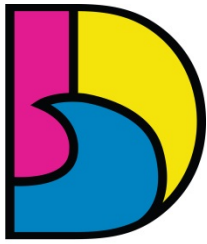
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-RES-FLA-SE-STORMWATER-AWARD-011023rev1, R-2023- FDEP Resilient Florida Grant Funding Agreement for Southeast Drainage Project, 22FRP21 - City of Dania Beach Southeast Drainage Project



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: January 10, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Request

The Public Services Department (PSD) requests approval of a resolution authorizing a funding agreement with the Florida Department of Environmental Protection (FDEP) for the “Southeast Drainage Project.”

Background

City Commission awarded RFQ 19-014 to WSP, USA, to design the SE Drainage Project via Resolution 2020-072. The Project is designed, and approvals from all permitting agencies have been received. The engineering cost estimate for the project is approximately \$15M.

Currently the City has a \$6.2M commitment from the Metropolitan Planning Organization (MPO) from Surtax grant dollars. Together with the \$3.48M recently awarded by the Florida Department of Environmental Protection via the Resilient Florida Grant, the City has nearly \$10M in funding toward the Project. While PSD continues to seek alternative funding sources to cover the remaining \$5M to fully fund this important project, the \$10M currently available will allow for the first phase of construction to begin in the coming months.

Budgetary Impact

The Resilient Florida funding for SE Drainage Project will decrease the City funds required to construct the Project by \$3,480,000.00.

Recommendation

PSD recommends the City Commission adopt a resolution authorizing the receipt of FDEP Resilient Florida funds for the Southeast Drainage Project.

RESOLUTION NO. 2023-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$3,480,000.00) FOR THE SOUTHEAST DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida invested Six Hundred Forty Million Dollars (\$640,000,000.00) in Fiscal Year 2021-2022 for the impacts of sea level rise, intensified storms and flooding; and

WHEREAS, the City of Dania Beach applied to the Florida Department of Environmental Protection (“FDEP”) for a Resilient Florida Grant to assist in funding the Southeast Drainage Project (the “Project”); and

WHEREAS, the FDEP awarded the City a Resilient Florida Grant in the amount of Three Million Four Hundred Eighty Thousand Dollars (\$3,480,000.00) to construct the Southeast Drainage Project; and

WHEREAS, the Resilient Florida Grant dollars, when combined with the Six Million Two Hundred Thousand Dollars (\$6,200,000.00) commitment in Surtax funding from the Metropolitan Planning Organization, provides the City with nearly Ten Million Dollars (\$10,000,000.00) towards the Fifteen Million Dollar (\$15,000,000.00) Project; and

WHEREAS, the \$10,000,000.00 funding allows the City to begin work on the first phase of the Project while continuing to pursue additional sources of funding; and

WHEREAS, the City Administration will receive Resilient Florida funding from the FDEP 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 accurate 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 Resilient Florida Grant Agreement on behalf of the City of Dania Beach, Florida, with the Florida Department of Environmental Protection in the amount of \$3,480,000.00 to provide funding for the Southeast Drainage Project.

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 funding will be appropriated within the Grant Fund.

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 January 10, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Southeast Drainage Project	Agreement Number: 22FRP21
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Dania Beach	Entity Type: Local Government
Grantee Address: 100 W Dania Beach Blvd, Dania Beach, Florida 33004	FEID: 59-6000302 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: 9/30/2026
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4. Project Number: FRP021 <i>(If different from Agreement Number)</i>	Project Location(s): 26.05125765 / -80.14526313
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Project Description: The Southeast Drainage Project (Project) will reduce neighborhood impacts, reduce duration and severity of flooding and mitigate neighborhood impacts by incorporating new structures and stormwater infrastructure and to discharge and store treated stormwater runoff.

5. Total Amount of Funding: \$ 3,480,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☐ State ☒ Federal	152-D 22	\$ 3,480,000.00
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 3,480,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 6,960,000.00

6. Department's Grant Manager Name: George Frisby or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-8332 Email: george.frisby@FloridaDEP.gov	Grantee's Grant Manager Name: Colin Donnelly or successor Address: 100 W. Dania Beach Blvd. Dania Beach, FL 33004 Phone: (954) 924-6808 ext 3618 Email: cdonnelly@daniabeachfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125	
Federal Award Date to Department:	2/4/2022	
Total Federal Funds Obligated by this Agreement:	\$3,480,000.00	
Federal Awarding Agency:	U.S. Department of Treasury	
Award R&D?	☐ Yes ☒ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Dania Beach

GRANTEE

By _____
(Authorized Signature) Date Signed

Ana M. Garcia

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, George Frisby

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. 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, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

Attachment 1

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee 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 Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP21**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Southeast Drainage Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a **50%** match on the part of the Grantee. Therefore, the Grantee is responsible for providing **\$3,480,000.00** through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP21**

ATTACHMENT 3

PROJECT TITLE: Southeast Drainage Project

PROJECT LOCATION: The Project is located in the City of Dania Beach within Broward County, Florida.

PROJECT DESCRIPTION:

The Southeast Drainage Project (Project) will reduce neighborhood impacts, reduce duration and severity of flooding, and mitigate neighborhood impacts by incorporating new structures and stormwater infrastructure to discharge and store treated stormwater runoff. A pump station is proposed at lowest relative elevations within each sub-basin, minimizing the need for additional drainage pipe interconnects. Pre-treatment and water quality treatment required by Broward County will be met prior to discharge to proposed injection wells and overflow to West Lake Park. Required pretreatment volume will be provided in existing neighborhood swales and water quality will be provided in the proposed exfiltration trench system and hydrodynamic treatment unit. This project includes construction activities only and will be split into two phases. Phase I will utilize the 22FRP21 Resilient Florida Grant.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct the Project in accordance with the construction contract documents. The project includes drainage infrastructure north of SE 4th Terrace, including 3,105 linear feet of exfiltration trench, approximately 4,800 linear feet of storm pipe, one pump station located on SE 3rd Terrace and SE 3rd Ave. and 12 injection wells. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only a portion of the work described herein.

Deliverables: The Grantee will submit: 1) a copy of the final designs and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any

subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	\$ 3,480,000	\$ 3,480,000	\$ 6,960,000	Upon Execution	06/30/2026
Total:			\$ 3,480,000	\$ 3,480,000	\$ 6,960,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 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 DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient 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 recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient 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 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient 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 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient 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 C.F.R. Part 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 recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient 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, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

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), Florida Statutes, 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, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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 (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP0125	\$3,480,000	152-D 22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	Etc.	
	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
				Total Award	\$3,480,000

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form**

Exhibit A

DEP Agreement No.:	22FRP21		
Project Title:	Southeast Drainage Project		
Grantee Name:	City of Dania Beach		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed: Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed: Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed: Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22FRP21
SOUTHEAST DRAINAGE PROJECT

City of Dania Beach

Final Project Report



This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP21

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP21

Project Title: Southeast Drainage Project

Grantee: City of Dania Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager 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)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH GREENFIELDS OUTDOOR FITNESS, INC., FOR OUTDOOR FITNESS EQUIPMENT UNDER THE SOURCEWELL CONTRACT SOLICITATION NUMBER 010721 IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS AND FIFTEEN CENTS (\$66,489.15) FOR MILDRED JONES PARK

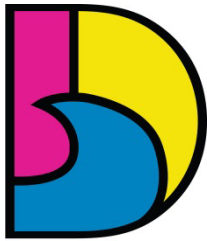
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CC - outdoor fitness equipment at Mildred Jones Park, R-2023- Greenfields Outdoor Fitness, Inc. Purchase of Equipment for Mildred Jones Park (Piggyback Sourcewell), Greenfields Contract 010721, 010721-GRN - Price Information, FL - Dania Beach - Mildred V Jones Presentation, Estimate#21779 - FL - Dania Beach - Mildred V Jones Linear Park - Sourcewell - With Installation



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: January 10, 2023

TO: Honorable Mayor and Commissioners

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

FROM: Eric Brown, Director of Parks & Recreation
Cassi Waren, CPRP, Assistant Director of Parks & Recreation 

RE: A Resolution to execute an agreement with Greenfields Outdoor Fitness, Inc under the Sourcwell contract solicitation number 010721 for the purchase and installation of outdoor exercise equipment for Mildred Jones Park.

REQUEST

The Parks & Recreation Department is requesting adoption of a Resolution to execute an agreement with Greenfields Outdoor Fitness, Inc under the Sourcwell contract solicitation number 010721 for the purchase and installation of outdoor exercise equipment for Mildred Jones Park.

BACKGROUND

Mildred Jones Park is a small neighborhood passive park along the water. This park currently has a small fishing dock, domino tables, picnic tables and benches. In order to add an additional element for the community to use, the department has budgeted for the purchase and installation of outdoor exercise equipment at the park, which includes two pads that will offer seven different pieces of exercise equipment.

The department is recommending the purchase and installation of the equipment from Greenfields Outdoor Fitness, Inc. (Greenfields) in the amount of Sixty Six Thousand Four Hundred Eighty Nine Dollars and Fifteen Cents (\$66,489.15) utilizing the Sourcwell cooperative purchasing contract.

In order to maintain consistency/continuity of fitness equipment across parks, the department is recommending the purchase of the equipment from Greenfields Outdoor Fitness, Inc. which has been purchased and installed at other parks. The Department knows this equipment to be reliable and long lasting in the outdoor environment of south Florida.

The Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, Subsection (a), sets the monetary threshold or limitation at \$50,000. As this purchase exceeds Fifty Thousand Dollars (\$50,000), the City vendor threshold for a single vendor, the purchase must be approved by City Commission.

ATTACHMENTS

Resolution

Proposal from Greenfields Outdoor Fitness, Inc.

BUDGETARY IMPACT

Funds are available and appropriated in the Parks and Recreation, Admin, Infrastructure Improvements other than Bldgs., 001-72-01-572-63-10, in the amount of \$66,489.15.

RECOMMENDATION

It is recommended that the City Commission adopt the Resolution to execute an agreement with Greenfields Outdoor Fitness, Inc under the Sourcewell contract solicitation number 010721 for the purchase and installation of outdoor exercise equipment for Mildred Jones Park.

RESOLUTION NO. 2023-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH GREENFIELDS OUTDOOR FITNESS, INC., FOR OUTDOOR FITNESS EQUIPMENT UNDER THE SOURCEWELL CONTRACT SOLICITATION NUMBER 010721 IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS AND FIFTEEN CENTS (\$66,489.15) FOR MILDRED JONES PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies, such as the federal government, state of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at \$50,000.00; and

WHEREAS, the Parks and Recreation Department is requesting approval to waive competitive bidding and utilize the Sourcewell Contract Solicitation Number 010721 to purchase outdoor fitness equipment from Greenfields Outdoor Fitness, Inc. in the amount of Sixty-Six Thousand Four Hundred Eighty-Nine Dollars and Fifteen Cents (\$66,489.15); and

WHEREAS, purchases from Greenfields Outdoor Fitness, Inc. will exceed the City vendor threshold of Fifty Thousand Dollars (\$50,000.00) for Fiscal Year 2022-23;

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

Section 1. That the foregoing “Whereas” clauses are approved, made a part of, and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the purchase and installation of outdoor fitness equipment under the Sourcewell contract, solicitation number 010721, from Greenfields Outdoor Fitness, Inc. in an amount that will exceed the annual vendor \$50,000.00 purchase threshold from a single vendor.

Section 3. That funding for these purchases is planned and appropriated in the FY 2022-23 budget in Parks and Recreation Improvements account number 001-72-01-572-63-10, in the amount of Sixty-Six Thousand Four Hundred Eighty-Nine Dollars and Fifteen Cents (\$66,489.15).

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 January 10, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Solicitation Number: 010721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Greenfields Outdoor Fitness, Inc., 2617 West Woodland Drive, Anaheim, CA 92801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Outdoor Fitness Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

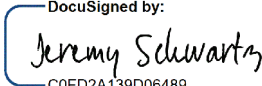
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

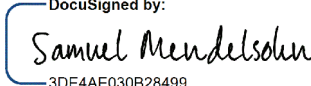
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

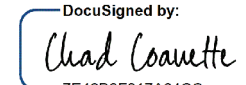
Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/3/2021 | 10:21 PM CST

Greenfields Outdoor Fitness, Inc.

DocuSigned by:

3DE4AE030B28499...
By: _____
Samuel Mendelsohn
Title: CEO/President
Date: 2/3/2021 | 8:10 AM PST

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/4/2021 | 6:24 AM CST

RFP 010721 - Outdoor Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: Greenfields Outdoor Fitness Inc.
Address: 2617 West Woodland Drive
Anaheim, CA 92801
Contact: Sam Mendelsohn
Email: Sam@GreenfieldsFitness.com
Phone: 888-315-9037 103
Fax: 866-308-9719
HST#: 27-2828642

Submission Details

Created On: Saturday December 05, 2020 21:00:43
Submitted On: Thursday January 07, 2021 14:55:44
Submitted By: Sabina Majdanics
Email: Sabina@GreenfieldsFitness.com
Transaction #: 746c050f-7fb6-4849-902e-af855957c255
Submitter's IP Address: 68.5.72.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Greenfields Outdoor Fitness, Inc.	*
2	Proposer Address:	2617 West Woodland Drive Anaheim, CA 92801	*
3	Proposer website address:	www.GreenfieldsFitness.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Samuel Mendelsohn CEO/ President 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sam@GreenfieldsFitness.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sabina Majdanics Contract Administration Manager 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sabina@GreenfieldsFitness.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Based in Orange County, California since 2007, Greenfields Outdoor Fitness, Inc. (a California corporation) has been pursuing its goal of fighting obesity and improving community wellness by installing outdoor fitness zones that are free for public use. Since our inception, Greenfields' equipment brand has been enthusiastically embraced by communities across North America for its high quality, multigenerational appeal, focus on inclusion, and multifunctional features. We are proud of having developed partnerships over the past decade with national non-profit organizations and healthcare providers, and we have seen great success helping build healthy communities, bringing free exercise to low-income neighborhoods and helping fight the national obesity epidemic. We strive to serve our customers who are of utmost importance to us and continue to develop and expand our different categories of outdoor fitness equipment, including: -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) Greenfields' installations worldwide are a testament to the equipment's rugged construction, as they have stood up to years of use in socially and economically disadvantaged inner-city neighborhoods as well as every conceivable climate. By continually breaking new ground in the outdoor fitness industry, we constantly refine and add to our extensive product line. We remain true and dedicated to fulfilling our mission to "Promote Wellness & Fight Obesity One Community at a Time."	*
8	What are your company's expectations in the event of an award?	We hope to reach more communities and customers from the added exposure of Sourcewell's marketing to their members. Over the years we faced countless instances in which municipalities were not able to purchase what they wanted/needed due to convoluted purchasing processes. With the help of a Sourcewell contract we will be able to serve more communities across the country by offering this much needed amenity.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Greenfields is a multi-million dollar privately owned corporation claiming a stronger market share year after year since its inception and continuously increasing revenues on an annual basis. We maintain a large steady inventory without creating any long-term debt and liabilities. We currently have business checking and saving accounts in two banks (please find letters of references attached from both banks), line of credit with zero balance and credit terms extended to us by many long-term suppliers. For illustration, please find attached letters of references from our banks, suppliers and creditors. As a privately owned corporation, we have to opt out of providing detailed financial information that would become public record.	*
10	What is your US market share for the solutions that you are proposing?	As Outdoor Fitness is a unique and specialized industry, it is difficult to obtain exact and accurate market share information. Based on our market research and feedback, we do know for certain that Greenfields is one of the largest suppliers and a leader in the industry. Some even refer to Greenfields brand as the Gold Standard.	*
11	What is your Canadian market share for the solutions that you are proposing?	In comparison with the US market, Canada's market is significantly smaller. However, Greenfields installations can be found in 7 provinces: AB, BC, MB, ON, NL, QC & SK, including an installation with the Canadian Armed Forces. We are looking to increase our Canadian market share through Sourcewell.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Greenfields has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Greenfields Outdoor Fitness Inc. is a manufacturer, designer and reseller of its own brand, Greenfields Outdoor Fitness. Greenfields also facilitates turn-key projects which include installations, shade canopies and other site amenities. Greenfields is unique in this aspect, as both are applicable since we are a manufacturer and dealer/ distributor of our own brand. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields' employed in-house inside and outside sales teams as well as independent dealers. Unlike playground manufacturer reps – who are bound by predetermined territories designated by the manufacturers, which grant the reps exclusivity in their territories – Greenfields' philosophy is to allow access to ALL manufacturer reps to provide this much-needed amenity to the public. For this reason, Greenfields works with many of the manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries – some operating within the same geographic area. Therefore, our independent dealer network consists of 500+ manufacturer sales representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers. We are also an authorized reseller/ dealer of shade canopies manufactured by Shade Systems. Please find written authorization attached. Shade Systems canopies complement our equipment and in turn help provide turn-key solutions for our customers. These additional amenities may be purchased directly through Greenfields, as we strive to make the shopping experience for our customers as easy as possible. As mentioned previously, Greenfields Outdoor Fitness is unique in this aspect. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields in-house inside sales team and in-house outside sales team. We also work with an independent dealer network which consists of 500+ manufacturer representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Greenfields maintains a current business license. No other specific licenses are needed to sell our product. We work with multiple subcontractors across the country to install our product and provide turn-key solutions for our customers. All subcontractors performing installations for Greenfields hold valid licenses applicable in their state, i.e. general contractors licenses.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – Greenfields has never been subject to a suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	National Recreation & Parks Association - Annual VIP for the past 5 years National Recreation & Parks Association - Annual Platinum Sponsor for the past 5 years National Recreation & Parks Association - Parks Build Community Partner for the past 5 years Florida Recreation & Park Association - VIP Partner for the past 5 years	*
17	What percentage of your sales are to the governmental sector in the past three years	The percentage of our sales to governmental sector for the past three years is 65%	*
18	What percentage of your sales are to the education sector in the past three years	The percentage of our sales to educational sector for the past three years is 25%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Greenfields holds the following contracts: Clay County: Contract #1819-2 Palm Beach County: Contract#16006 City of Los Angeles: Contract#3705 County of Los Angeles: Contract# MA-IS-2040041-1 CMAS: Contract# 4-19-78-0102A Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Yes, Greenfields is a GSA contract holder GSA: Contract# GS-03F-086-GA Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Mike Shull General Manager City of Los Angeles	213-202-2655	*
Miami-Dade County, FL	Maria Nardi Director Miami-Dade County Parks, Recreation and Open Spaces	305-755-7860	*
City and County of San Francisco, CA	Philip A. Ginsburg General Manager San Francisco Recreation and Park Department	415-831-2701	*
City of Miami, FL	Tom Calautti, BS, MA, CPSI Senior Construction Coordinator City of Miami, Parks & Recreation Department	305-416-1253	
Los Angeles Parks Foundation, CA	Judith Kieffer Executive Director Los Angeles Parks Foundation	310-472-1990	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 150K +	1.1M +	*
Local Government - City	Government	California - CA	Equipment & Installation, turnkey projects	range of 100K +	500K +	*
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 60K +	500K +	*
Local Government - County	Government	California - CA	Equipment	range of 50K +	500K +	*
Local Government - City	Government	Michigan - MI	Equipment	range of 45K +	500K +	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Greenfields' sales force consists of an in-house inside sales team & in-house outside sales team employed by Greenfields. Our highly trained and experienced sales teams work relentlessly with our potential and existing customers. Our in-house inside sales team communicates with our key house accounts, reaches out to potential customers via phone, email and online portals and supports our outside sales team. Our outside sales team members frequently travel around the US & Canada to exhibit at trade shows (and during 2020, exhibit and present at virtual trade shows & conferences). At Greenfields, we believe in the personal touch as we highly value personal relationships with our customers. Prior to the 2020 pandemic, our sales team traveled on a regular basis to visit customers and make presentations in person. Even during 2020 pandemic to the extent allowed and recommended by CDC, we have continued to make presentations in person and via online remote portals such as Zoom. In addition, our sales team frequently holds educational seminars in person and remotely for our dealers and potential customers. During the unprecedented and challenging year 2020, our sales force quickly adjusted and has been able to reach many customers via Zoom and other remote online portals. With the ever-changing environment, now more so than ever, Greenfields continues to adjust the way our sales force works to ensure we utilize the latest technology in reaching our potential customers while maintaining our personal touch.	*
24	Dealer network or other distribution methods.	Greenfields works with many manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries. Greenfields' independent dealer network of 500+ sales representatives (as explained in Question 13a) is working across the US, Canada, and Central America. We work closely with our dealer network to ensure they are always educated and up to speed on our product. Prior to 2020, we held frequent in-person educational seminars for our dealers, and in 2020, due to the COVID-19 pandemic, we quickly adjusted, holding educational and training sessions via Zoom or other online portals. We maintain close relationships with our dealers to support their efforts in representing Greenfields in the marketplace.	*

25	Service force.	Customer Support Center (CSC): Greenfields' Customer Support Center (CSC) provides remote support to customers and installers worldwide. Our highly experienced team delivers expert technical assistance to customers during installation and serves as the point of contact for maintenance personnel once the project is completed. Field Service Force: Our field service force consists of Greenfields-employed technicians and Customer Support Center team members. Our field service technicians are thoroughly trained in our specific industry and our Greenfields brand to be able to resolve any technical and/or maintenance issue that may arise. Both our technicians and our Customer Support Center team receive many positive reviews and feedback from satisfied customers. We pride ourselves on the friendliness, professionalism, and speed in which we resolve all customer service needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer support center responds to customer requests received via phone, email, our website, or fax. Our official customer support hours are 8am – 5pm, but our dedicated team works overtime on many occasions to make sure any customer needs are resolved ASAP. Phones are answered by a live person with little to no hold time during the hours of 8am – 5pm. Email, website or fax inquiries are responded to within minutes to an hour in most cases, and no later than 24 hours. Our dedicated and highly trained customer support team assists customers with solutions for all customer service requests. Replacement parts are shipped within 24 hours of receipt of order. Our field technicians are scheduled accordingly for service and/or repairs. We constantly monitor and review the customer service team's performance and procedures to ensure our customer service is at the highest standard. Our commitment and effort is confirmed by satisfied customers who take time out of their busy days to send us notes of appreciation.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been providing products and services to entities throughout United States and U.S. territories since our inception and will continue to do so.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been providing products and services to Canada since inception and will continue to do so. Greenfields can be found in 7 provinces in Canada: AB, BC, MB, ON, NL, QC & SK	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we can provide goods & services throughout the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. We can serve all Sourcewell participating entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific restrictions apply. We have been and are able to service all of Hawaii, Alaska and U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Greenfields advertises and markets its product via a variety of marketing platforms. The Sourcewell Contract Number & Logo will be promoted via all our marketing platforms, including Greenfields' homepage, to ensure our current & future customers are aware of our contract with Sourcewell and understand its benefits: - Multiple industry-leading publications via print & email blasts - Regular direct email blasts to our leads - Social media - Trade shows and other industry events - Our main annual Source Book (catalog) distributed to all our dealers, as well as a variety of brochures specific to our specialty product lines. - Greenfields' website – the Sourcewell logo will be placed in a prime location on our website's homepage, and we will develop a dedicated Sourcewell webpage to thoroughly explain all benefits of the Contract to our existing and potential customers. - Virtual and live educational sessions - we will include Sourcewell in our educational sessions for customers as well as our dealers.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We invest a great amount of time and effort in keeping our website exciting, up to date, relevant and user friendly. Our website is optimized to rank high on all major search engines. We use social media (Facebook, Instagram, Twitter, Pinterest) to promote our product and post updates on regular basis. We make our posts fun and interactive to engage our followers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With the current pandemic it has become evident that outdoor fitness is an essential amenity. We would like to see Sourcewell promoting Greenfields to their Members via their website, social media, publications and trade shows to create a mutually beneficial environment, allowing both Greenfields and Sourcewell to serve many new customers and communities nationwide. We will integrate Sourcewell-awarded contract into our sales process by automatically educating our customers via the first communication we have with them about the benefits of becoming a Sourcewell member and the ease of purchasing through Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we utilize Unison Marketplace (unisonglobal.com)

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide detailed maintenance and operator/end user training program. Our maintenance training program takes the form of detailed a O&M Owner's Manual, which is provided complimentary with every project/order. Our field technicians, along with our customer support team, guide maintenance teams through equipment maintenance requirements. Our equipment is designed for outdoor use by unsupervised masses with very minimal maintenance requirements. This maintenance guidance and training is standard and complimentary. Operator training programs would refer to the use of our fitness equipment by the end user. This is done in form of instructional labels on each of our units, with detailed descriptions of suggested exercises. The instructional labels also feature QR codes which provide users the ability to view video demonstrations on their smartphones. We provide operator/end user guidance and training on our website and in our upcoming app. All of the operator/end user guidance is also complimentary. In cases in which our equipment is installed by others, we offer an on-site supervision and warranty inspection during installation (small fee applicable).

37	Describe any technological advances that your proposed products or services offer.	We strive to stay on top of any technological advances applicable to our industry that can improve our customers' experience with Greenfields' products and services. We implement the latest technology to streamline the ordering process, shipping, customer support, and project designs. Our R&D team continually researches and implements new and improved product designs and materials. We optimize our website to the latest standards. Greenfields Professional Series features a top-of-the-line adjustable resistance mechanism with a recently-enhanced resistance range unmatched by any other supplier in the outdoor fitness industry. The hydraulic piston offers both push and pull resistance in all applicable units. This mechanism is the fourth-generation model, tested for 1 million repetitions to ensure quality and durability. Greenfields has recently introduced a new anti-bacterial grip.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Greenfields is committed to constantly improving its green initiatives. Product: • Equipment does not use electricity • Being installed exclusively in outdoor environments, our gyms require no air conditioning, further reducing customers' carbon footprint • No equipment lubrication necessary • Minimal maintenance • Molded product made of recycled components such as steel, HPDE, LLDPE, rubber grips. Recycling in the manufacturing process: • We recycle all scrap metal and other materials such as packaging, plastics, etc. Green initiatives in the offices: • Use of energy efficient light bulbs throughout our buildings • Reducing printed materials and printing altogether, emphasizing our digital literature	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Since no community is the same, the Greenfields team takes the necessary time to customize and personalize our gym designs for each project! Our dedicated sales team and dealers take the time with every customer to assure we cater to their specific needs and customize each project, accounting for the demographics of end users, space, budget and any other considerations. With the current pandemic, the nation has recognized the need for outdoor activities. With limited access to indoor gyms, the demand for outdoor fitness zones has increased exponentially. We are proud to provide unique and customized solutions with our outdoor fitness zones. Regardless of the size of the project, Greenfields offers complimentary consultation, site layout and design. We offer the largest selection of outdoor fitness equipment in North America, with over 150 components, including but not limited to: • Patented Wheelchair Accessible line (U.S. Patent 9,079,069) – 10 different exercises • Patented Bi-Directional Adjustable Resistance mechanism – 18 different exercises • Customized functional fitness – Build Your Own Rig – 26 different components featuring countless exercises • We introduce new designs and products every year. In 2020, we introduced our exciting new X-Treme Ninja Course • Customized military fitness units To accommodate every terrain, location, and geographic zone, we offer two installation methods for our equipment: In-Ground direct bury, and Surface Mount. These two options are reviewed and discussed with the customer to determine which option fits their needs the best.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Limited 10-year warranty on main post and metal structures Limited 5-year warranty on moving parts and bearings Limited 5-year warranty on seats and brackets Limited 3-year warranty on hydraulic pistons Limited 2-year warranty on footrests, armrests, rubber parts and chains Limited 1-year warranty on soft goods such as battle ropes, climbing ropes and suspension trainers All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. Detailed warranty attached.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are few restrictions that affect warranty coverage as listed below: 1. User weight limit is 300 lbs 2. Vandalism is not covered by warranty 3. Reclaimed water spray by irrigation voids the warranty 4. Natural disasters are not covered by warranty (falling trees, equipment being submerged)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when applicable, Greenfields has covered the expense of technician's travel time and mileage to perform warranty repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We cover all geographic regions of United States or Canada. In many cases, repairs can be performed by maintenance staff under the guidance of our trained technicians. If for any reason repairs cannot be performed by maintenance staff, Greenfields deploys their own technicians to the site. We service all of U.S. and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any items made by other manufacturers will be covered under their own applicable warranty. In our case, this would be applicable to Shades and/ or any additional site amenities not manufactured by Greenfields. All outdoor fitness equipment, however, is manufactured by Greenfields and therefore covered under our warranty.	*
47	What are your proposed exchange and return programs and policies?	Due to the unique nature of outdoor fitness equipment being installed in the ground, we at Greenfields make sure that each project and product is carefully handpicked by our experts per customer specifications, therefore exchanges and returns are not required. Should a situation arise where our product is damaged during transit, any necessary exchange or repair is covered under Greenfields warranty. 100% customer satisfaction is of utmost importance to Greenfields.	*
48	Describe any service contract options for the items included in your proposal.	Since Greenfields' equipment is extremely durable and requires minimal maintenance, customers should not have any out-of-pocket expenses for the first five (5) years (other than possible vandalism). Past the first 5 years, replacement parts are easily installed with minimal effort by the local maintenance/facilities crews. Therefore, there is no reason to engage in a costly maintenance agreement. However, should the customer wish to have a maintenance agreement, Greenfields will be happy to accommodate such requests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Greenfields' terms are Net 30 for all public agencies.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Greenfields provides financing options.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our proposed order process will include the following steps: 1.Determine needs including demographics, space, budget and any other specifications 2.Propose and explain Sourcewell contract option to the customer, emphasizing the benefits of an easy purchase reflecting Sourcewell discounted pricing without having to go through the expensive and lengthy public bid process 3.In case the customer is not a Sourcewell member yet, answer any questions they may have about the Sourcewell purchasing process and highlight the benefits of a Sourcewell cooperative purchasing agreement 4.Guide member to the Sourcewell website and explain the easy process of becoming a member 5.Finalize the project with customer, provide pricing quote with our Sourcewell contract number and expiration date 6.Receive PO from customer, finalize sale 7.Document Sourcewell sale utilizing our accounting system, accurately reporting quarterly Sourcewell sales and processing payment via provided Sourcewell reporting and payment template 8.All orders/ sales obtained through our dealer network are processed through Greenfields' internal accounting system and Salesforce, therefore the same tracking of sales applies.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Greenfields accepts P-card as a form of payment. We charge a 3.5% processing fee on credit card transactions. This fee is fully absorbed by the credit card processing portals.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A line item discount of 7% off our current pricing list applies. Some price increases may be applicable annually due to changes in material costs and other aspects. The proposed 7% contract discount will be applied to the most current price. All pricing is listed in U.S. dollars.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 7%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Greenfields offers volume discount (based on per order amount) in addition to the standard 7% discount offered to Sourcewell members as follows: \$100K - \$199K + 1% \$200K - \$300K + 2% Above \$301K + 3%	*

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Greenfields has the ability and capability to provide open market items to the Sourcewell member based on customer and project needs. Any open market item or nonstandard options would be carefully reviewed with the customer assuring the best price. We can offer site amenities as open market items to create turn-key projects for customers if desired. Any open market items or nonstandard options will be quoted to customers ahead of time under the Sourcewell contract.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included the basic construction costs for turnkey projects in this RFP pricelist. Additional costs may occur in case there are additional requirements based on the site location, local government permitting fees, additional concrete and/ or labor required. All these costs are calculated and quoted to the customer ahead of time directly by Greenfields.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Greenfields product consists of very heavy steel-based exercise equipment. Due to the nature of our product, shipping is an additional cost to our customers. Greenfields uses multiple third-party freight carriers to ensure the best and most economical delivery method for our customers. Shipping charges are quoted ahead of time to customer on the original proposals. Each order is carefully packed and wrapped inside large wooden crate(s) to prevent damage during transfer. Each crate is clearly marked with the project name, delivery address and other details. Our logistics team communicates closely with each customer to coordinate shipping and delivery to their desired location.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The same shipping and delivery program and procedures apply as to the continental United States. For Alaska and Hawaii or any offshore U.S. locations, we calculate the estimated delivery time and cost, implementing same shipping procedures and quote the customer ahead of time. The same procedure applies for Canada (with the exception of importing/ exporting documentation and fees). We communicate with each customer in Canada regarding the importing/exporting process. We either use our customer's preferred broker – if they have a preference – or we use Greenfields' broker to export the goods. As with any other sale, all shipping and delivery fees are obtained and quoted to the customer ahead of time, ensuring the most economical options for our customers.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We maintain a steady inventory of components needed to build our units. This allows us to offer the fastest delivery schedule in the industry. - Our standard lead-time to ship out is 3 weeks - Rush orders can be prioritized to ship out within 1-2 weeks - Custom orders require additional time for design and fabrication. - Our product is carefully wrapped and packed in large wooden crates at our distribution facility. - Most of our units come fully assembled and carefully wrapped to prevent any damage during transportation. - We communicate dimensions and weight as well as tracking information and provide receiving instructions in advance.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We ensure that Sourcewell participating entities get the correct pricing by internally verifying each quote. When a customer quote is generated, it goes through multiple internal channels, starting with the sales representative, then the estimator, and then moving to the accounting department. Compliance and pricing are therefore at least triple checked on each order. Greenfields already implements a self-audit process to verify internal processes and sales tracking. Our accounting system already has such tracking in place, in which we prepare reports and track sales by their origin/source. An accounting manager will prepare monthly and quarterly sales reports for the Sourcewell tracking code. This report is verified and validated by the Accounting Department first. We double check and compare all PO's and Salesforce tracking against the report. After the report is validated by Accounting Dept, it is submitted to Greenfields' CEO and upper management for final approval. Order documentation including invoices for all Sourcewell sales are available for review upon request.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Greenfields proposes a 2% administrative fee payable to Sourcewell. This fee will be calculated quarterly for all Sourcewell orders per contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our fitness equipment, related accessories and site amenities are designed for: - Cardio training - Strength, agility, and mobility training - Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries Greenfields product lines are divided into the following categories: -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) - Greenfields' predesigned packages - simplifying the ordering process even further, these packages are combinations of our most popular equipment, proven to serve a wide user base, already installed at multiple locations nationwide In addition to Greenfields brand product lines, we offer Shade canopies customized to each project and site amenities. Along with the product, we offer the following services: - Design and consultation - complimentary - CAD & 3D services - complimentary - Installation services – to provide customers with turnkey solutions - Post installation technical services - Customer support and replacement parts
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Public Park Design – customized layout design & unit selections to fit the needs of local park patrons - Active Seniors/ Older Adult Fitness – customized designs catering to the need of the growing active senior communities nationwide (senior centers, active senior living communities, etc.) - School & University Fitness Program – customized design to help schools bring fitness to all students - ROTC & JROTC – nationwide programs - VA hospitals and facilities – customized designs to provide fitness and physical therapy options for veterans including those with disabilities - Hospitals & Rehab Facilities – customized designs are helping healthcare workers to stay healthy

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Cardio Training Equipment	☒ Yes ☐ No	-Single Ski -2-Person Ski -Single Airwalker -2-Person Airwalker -Recumbent Bike -Upright Bike -Elliptical Cross Trainer -Hand Cycle – Seated -Hand Cycle – Wheelchair -Cardio Stepper with adjustable resistance -Battle Rope -Plyometric Steps -Rowing Machine -Rower with adjustable resistance	*
67	Strength, agility, and mobility training equipment	☒ Yes ☐ No	Professional Series -Butterfly Press (Adjustable Resistance) -Leg Press (Adjustable Resistance) -Squat Press (Adjustable Resistance) -Ab Toner (Adjustable Resistance) -Inner Thigh Adductor (Adjustable Resistance) -Back Extension -Sit-Up Bench -Triceps Press (Adjustable Resistance) -Chest Press (Adjustable Resistance) -Shoulder Press (Adjustable Resistance) -Vertical Press (Adjustable Resistance) -Arm Curl (Adjustable Resistance) -Hip-Twist (Adjustable Resistance) -Rower (Adjustable Resistance) -Bench Press (Adjustable Resistance) -Leg Extension / Curl (Adjustable Resistance) Legacy Series -Butterfly (bodyweight leverage system) -Reverse fly (bodyweight leverage system) -Back Press (bodyweight leverage system) -Triceps Press (bodyweight leverage system) -Chest Press (bodyweight leverage system) -Lat Pull Down (bodyweight leverage system) -Vertical Press (bodyweight leverage system) -Leg Press (bodyweight leverage system) -Leg Extension (weight) -Leg Curl (weight) -Weight Lift (weight) -Lower Body Stretching station -4-Person Twisting / stretching Station Obstacle Course -Rope Wall -Cargo Net -Rope Climb -Slalom -Over & under -Balance beam -Slanted Jump Boards -Overhead Ladder Functional Fitness -Standard Pull-Ups -Parallel Pull-Ups -Lat Pull-Ups	*

			-Cannon Ball Pull Ups -Rotating Pull-Ups -Dips -Leg Raises -Knee Raises -Parallel bars -High-Ring -Ring-Rows -Ladders (3 types) -Bulgarian Split squats -Wall Ball -Swedish Vertical Ladder -Swedish Curved Vertical Ladder -Incline Ladder -Kettle Bells - Ninja Course -Horizontal Peg Grip -Ball Grip -Cone Grip -Ring -Vertical Peg Grip -Climbing Rope -Balloons -Cheese Walls -Peg Wall -Tire -Pull-Up Bar -Spider Web -Rotating Rings -Floating Bridge -Spider Walk -Trapeze -Final Wall -Pull-Up Wheel -Pull-Up Triangle -Swing -Slanted Jump Boards	
68	Vocational and exercise/sports rehabilitation or therapy	☒ Yes ☐ No	10 different exercises for those in a wheelchair: -Wheelchair Accessible Lat-Pull Down (fixed weight) -Wheelchair Accessible Vertical Press (fixed weight) -Wheelchair Accessible Chest Press (fixed weight) -Wheelchair Accessible Butterfly (fixed weight) -Wheelchair Accessible Reverse-fly (fixed weight) -Wheelchair Accessible Hand-cycle -Wheelchair Accessible Triceps Press (Adjustable Resistance) -Wheelchair Accessible Vertical Press (Adjustable Resistance) -Wheelchair Accessible Shoulder Press (Adjustable Resistance) -Wheelchair Accessible Big Wheel Stretch Low impact movements for rehabilitation -Recumbent Bike (resistance free) -Upright Bike (resistance free) -Mid-Section stretching station -Lower body stretching station -Upper body stretching station -Air-walker	*

69	Services related to the solutions above	☒ Yes ☐ No	-Provide Complimentary design consultation service -Provide Complimentary site layout design -Provide Complimentary CAD DWG service -Provide Complimentary 3D service -Provide Complimentary customization of Functional Fitness Rigs -Provide additional Site Amenities – such as Benches, Trash Receptacles, and Bike Racks -Provide Custom Shade (when applicable) -Provide Installation services (where applicable) -Provide Post Installation Technical support -Provide Customer Support Service	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	- Internal Salesforce program - lead follow-ups - Internal Salesforce program - for reporting - Accounting system - monthly and quarterly sales reviews - SourceWell – quarterly reporting
71	Describe the serviceability of your products and how that impacts the durability or longevity of your product.	- It starts with structures that are designed to be simple to use and durable enough to withstand the elements - From a steel production standpoint, galvanization and powder coating are standard - Ergonomic seats & backrests and other related platforms are made with low-heat conducting LDPE & HDPE materials - Use of tamper resistant hardware - All grips are made of low-heat conducting rubber, shaped for easy use - All parts are simple to replace - Designed to require minimal maintenance - Installations across the country continue to serve the communities past their warranty period
72	Describe any design or material specification-related attributes that differentiate your offering.	- Safety mechanisms are installed in all units with moving parts – SafeStop is an internal range limiter designed to protect the user and the equipment from overextension and damage - Galvanized steel and two layers of powder coating to increase the longevity and durability of our products - Durable LDPE & HDPE materials - New antibacterial grips
73	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Greenfields is committed to ensuring safe and inclusive exercise opportunities for teens, adults, and seniors. To ensure user safety, Greenfields strives to comply with all of the voluntary specifications of ASTM F3101-15. Our patented Signature Accessible fitness equipment (U.S. Patent 9,079,069) represents the industry's most substantial offering of outdoor fitness equipment for those with disabilities and is designed to allow wheelchair users the opportunity to exercise alongside the able-bodied.
74	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	Resistance Mechanism: Greenfields' Professional Series resistance cylinder with a patented active valve function allows for both a silent and smooth operation. With nearly linear load characteristics invariant to speed, the motion characteristics are optimized for the most gentle and safe muscular exercise. The minimum load of a few pounds can be set and controlled to fit the elderly and those undergoing rehabilitation. Resistance can be adjusted gradually to 100+ pounds resistance, depending on the unit. The resistance mechanism has been tested for 1,000,000 repetitions. Bearings: Greenfields' designs boast a smooth operation and an unparalleled range of motion. This is achieved by the use of HRB stainless sealed ball bearings with a life cycle of 10,000 hrs. Wind load: All fitness equipment main structures (posts) are designed to meet Miami-Dade county's requirement of a live-load being 60 lb/sq.ft, as well as a 175 mph. wind load Snow Load: Given the small profile of Greenfields equipment, there is no concern for snow load, as it will just surround the unit. Greenfields' galvanizing & powder coating processes have a proven record in snow and cold conditions. Clamps for pull-up bars: All Greenfields' bars connections to clamps are welded. This is to prevent the bars from spinning in their housings, making them the safest bars in the industry. Hot-Dip Galvanize: The hot-dip galvanizing process coats the fabricated structure both inside & out, providing extra durability for ocean front projects.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Samuel Mendelsohn, CEO/ President, Greenfields Outdoor Fitness, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Outdoor Fitness Equipment_RFP 010721 Mon November 16 2020 01:24 PM	☒	1
Addendum_1_Outdoor Fitness Equipment_RFP 010721 Thu November 12 2020 11:54 AM	☒	1

Greenfields Outdoor Fitness #010721-GRN

Pricing for contract #010721-GRN is provided at 7% off current list pricing to Sourcewell participating agencies.

Mildred V. Jones



Proposed Fitness Zone

Mildred V. Jones Park City of Dania Beach, FL

Version1 Rev1 2021-08-27



Why Greenfields Outdoor Fitness?

It's never been more important to get everyone in the community exercising!

Since 2007, Greenfields Outdoor Fitness has led the way in creating fun, interactive exercise areas available to the public 24/7.

FITNESS FOR YOUR COMMUNITY There's no one-size-fits-all approach to fitness! We specialize in making sure that everyone – from teens to adults to seniors, and even people in wheelchairs – can exercise on equipment that's suited to their needs. By helping people overcome the obstacles in their journey to becoming healthier, Greenfields is improving the quality of life for people across the world.

CUSTOMIZE IT!

Need to modify one of our packages to your project's needs? Our design team is ready to help. Looking for custom colors? Just let us know what you need.



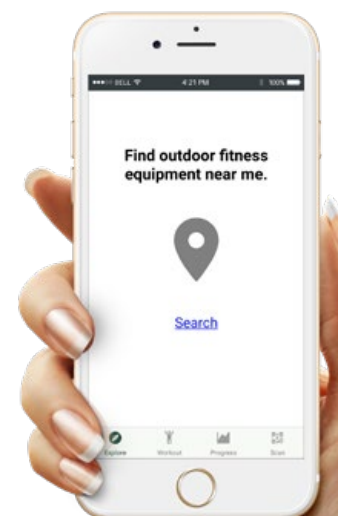
PEACE OF MIND Our industry-leading warranty means you should expect no out-of-pocket maintenance costs for at least the first five years. Greenfields' equipment is installed across the U.S. from Alaska to Miami, and even overseas. In case of any issues, our expert support team is just a phone call away.



IN THIS PRESENTATION

PROPOSED DESIGN	3-6
PAD # 1	7
PAD # 2	8
PROJECT LAYOUT	9
UNIT DETAILS	10-11
SIGNAGE	12-13
INSTALLATION & MAINTENANCE	15-16
WARRANTY	17

Introducing the
**GREENFIELDS OUTDOOR FITNESS
APP!**
see page 14 for details





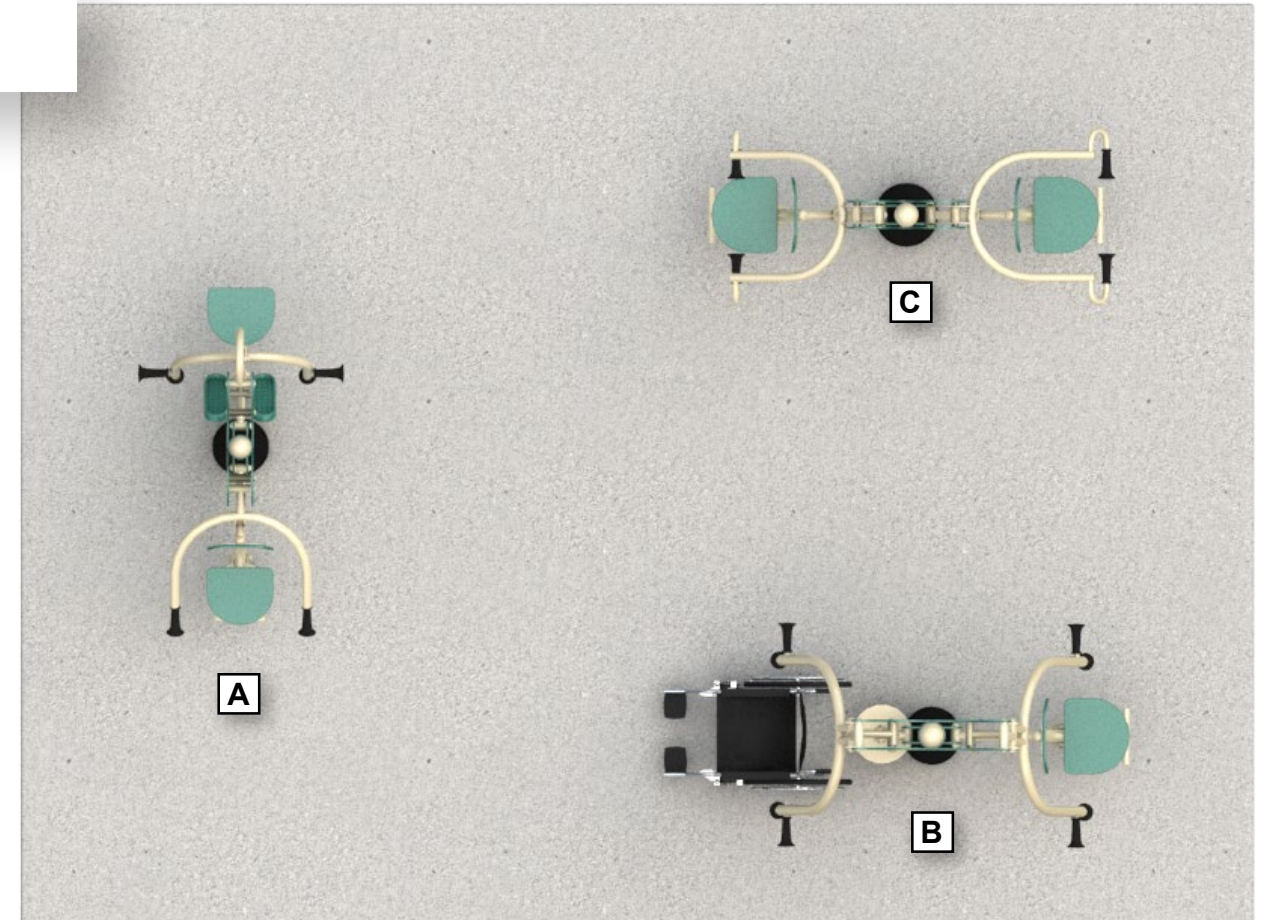
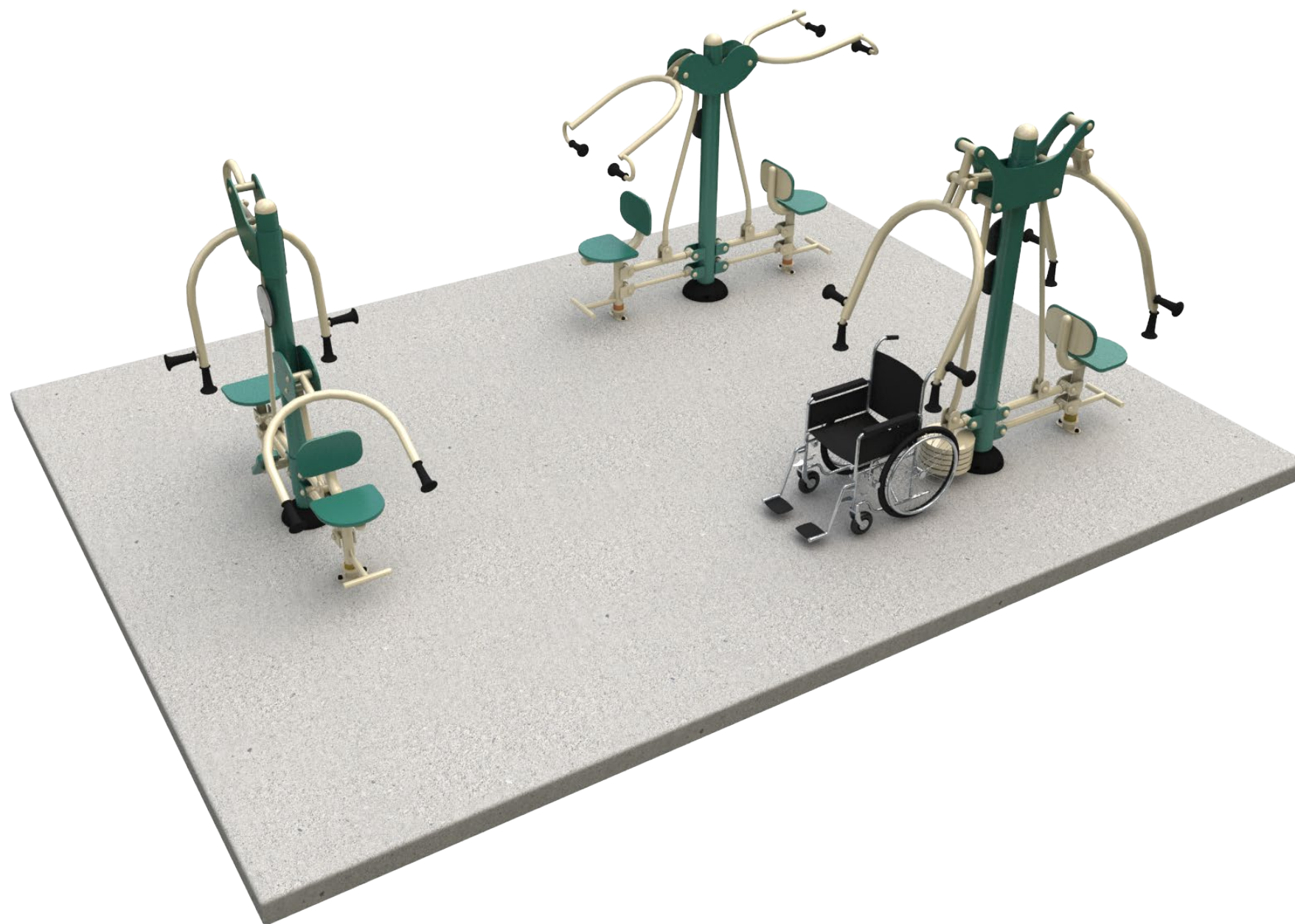






Pad # 2

Pad # 1



PAD 1 UNIT LIST

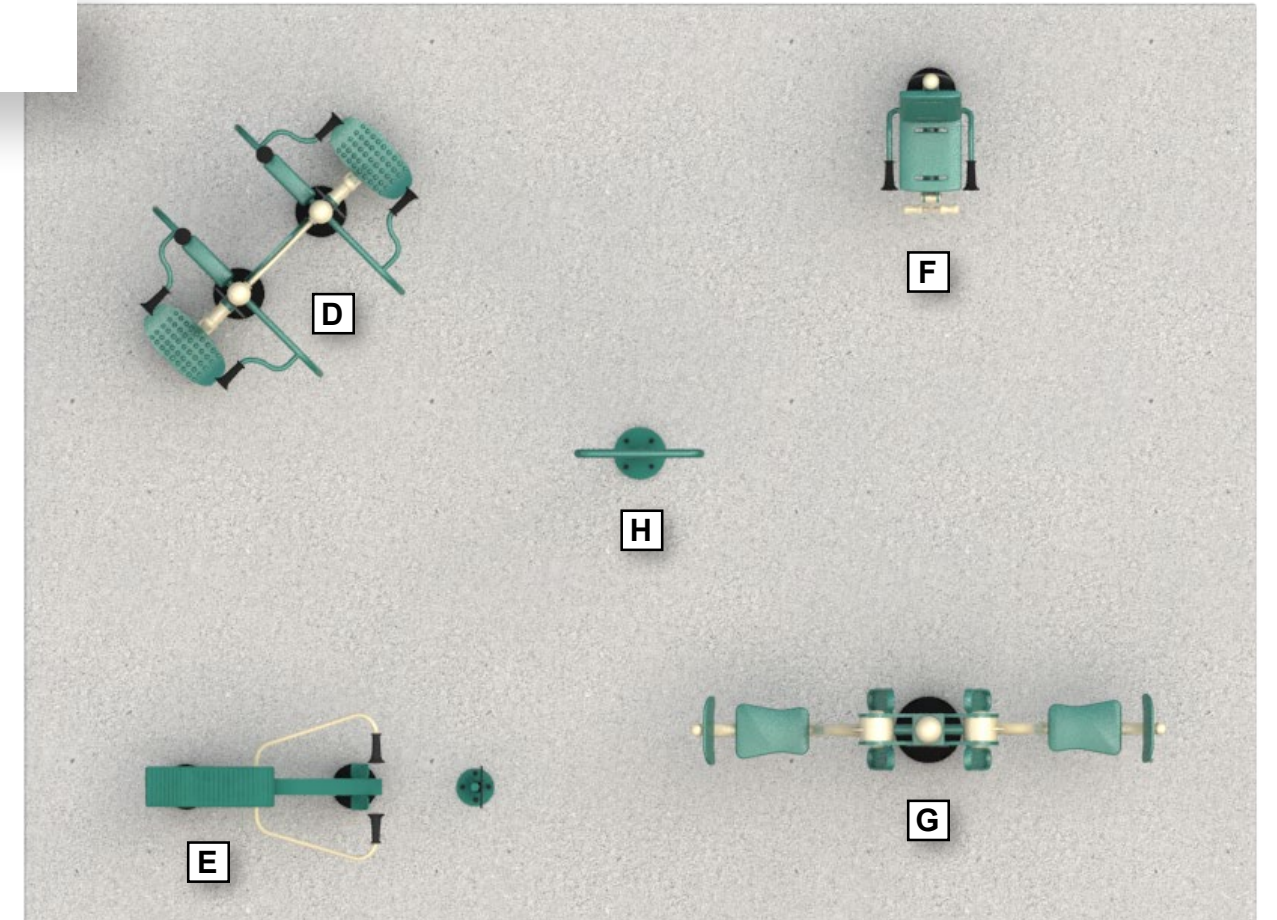
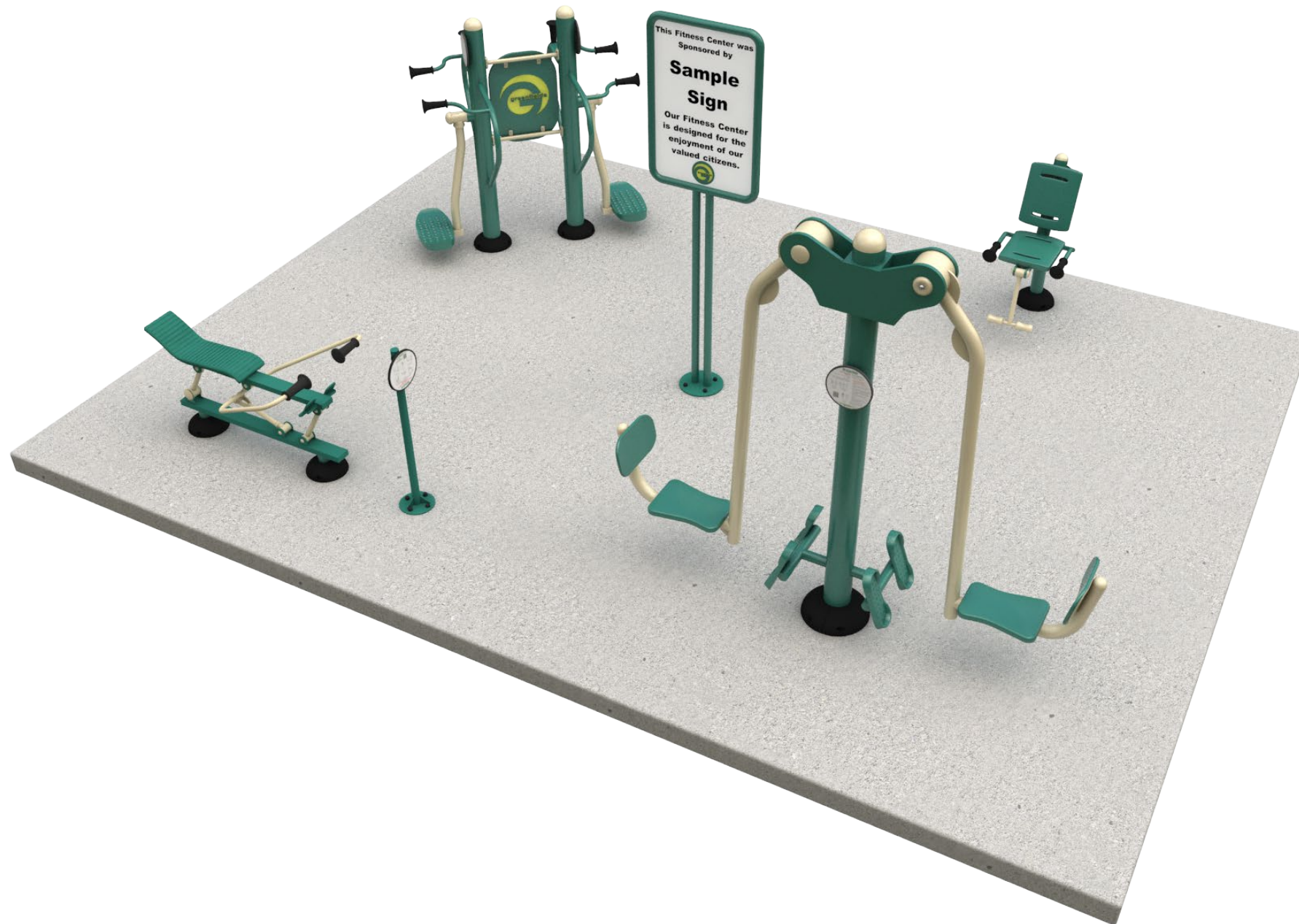
A	SGR2005-1-42	2-Person Back & Arms Combo
B	SGR2005-1-48A-W	2-Person Accessible Chest Press
C	SGR2005-1-48C	2-Person Combo Lat Pull & Vertical Press

PAD 2 UNIT LIST

D	SGR2005-1-22	4-Person Pendulum, Abs, & Dip Station
E	SGR2005-1-91	Rowing Machine
F	SGR2005-1-98	Leg Extension
G	SHP2009-5-05N	2-Person Leg Press
H	SGR2005-1-105	Customized Announcement Sign

These 7 units may serve up to 14 people at a time

Pad # 2



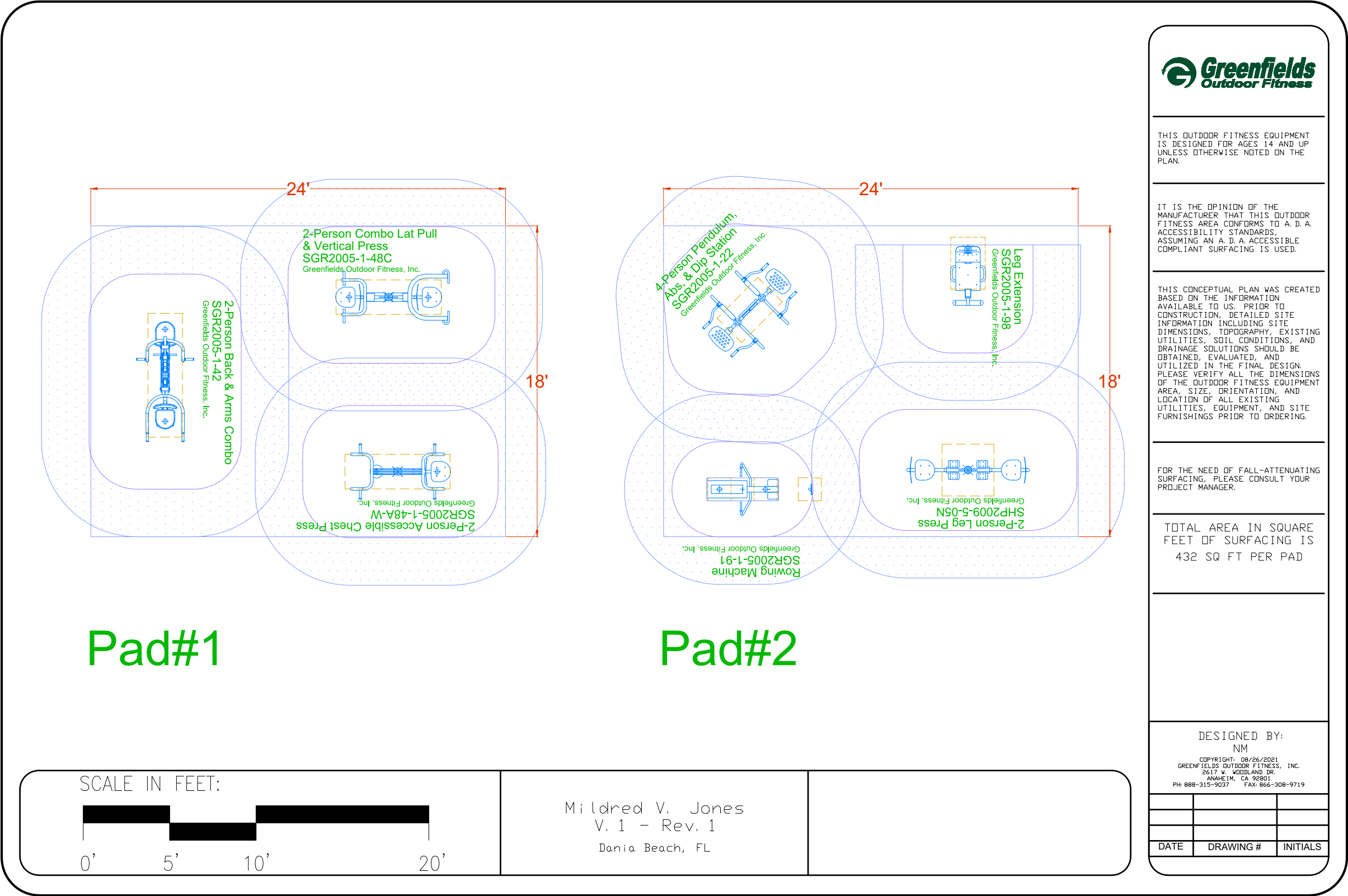
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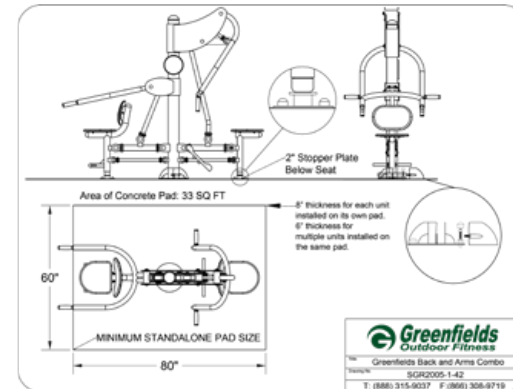
A	SGR2005-1-42	2-Person Back & Arms Combo
B	SGR2005-1-48A-W	2-Person Accessible Chest Press
C	SGR2005-1-48C	2-Person Combo Lat Pull & Vertical Press

PAD 2 UNIT LIST

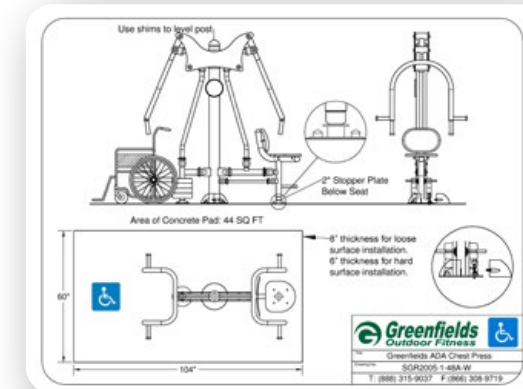
D	SGR2005-1-22	4-Person Pendulum, Abs, & Dip Station
E	SGR2005-1-91	Rowing Machine
F	SGR2005-1-98	Leg Extension
G	SHP2009-5-05N	2-Person Leg Press
H	SGR2005-1-105	Customized Announcement Sign

These 7 units may serve up to 14 people at a time

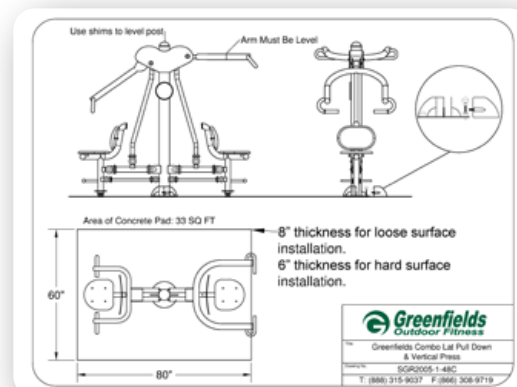




2-Person Back & Arms Combo
SGR2005-142

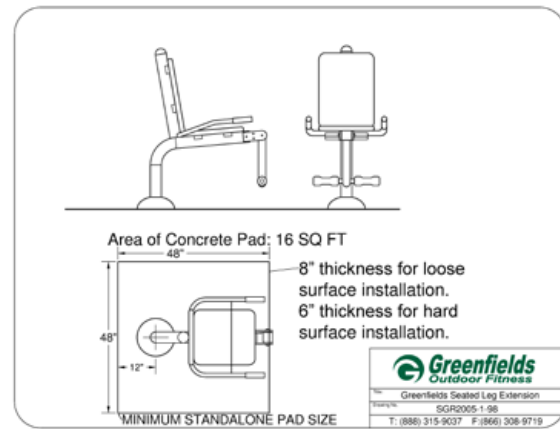


2-Person Accessible Chest Press
SGR2005-148A-W

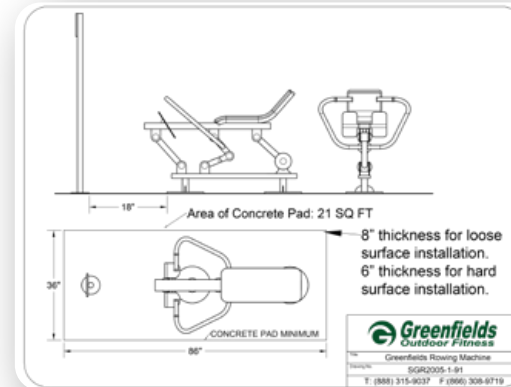


2-Person Combo Lat Pull & Vertical Press
SGR2005-148C

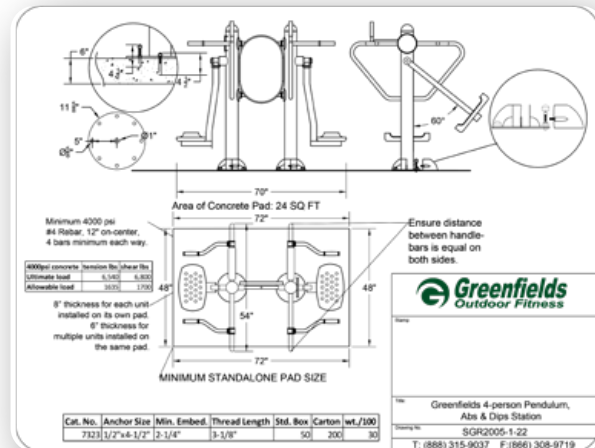




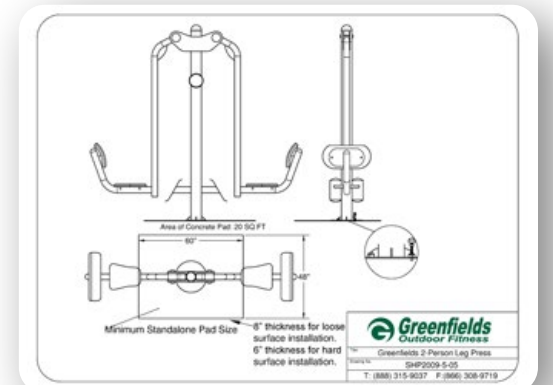
Leg Extension
SGR2005-1-98



Rowing Machine
SGR2005-1-91



4-Person Pendulum, Abs & Dip Station
SGR2005-1-22



2-Person Leg Press
SHP2009-5-05N



CUSTOMIZED ANNOUNCEMENT BOARD SGR2005-1-105

This announcement board can be used to:

- State safety guidelines
- Acknowledge project donors/sponsors
- Encourage healthy lifestyle choices
- Provide sample workouts

Customization available at no charge
(text, logos, etc.)

EXAMPLES OF COMPLETED SIGNS

William H. Kerdyk, Jr., and Family Park
FITNESS ZONE

The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

- 1 You assume all risk and responsibility for use of the exercise equipment at this facility.
- 2 You must be at least 14 years old to use this equipment.
- 3 Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- 4 Consult your physician prior to starting any physical fitness training program.
- 5 The City of Coral Gables does not provide any supervision for the use of the equipment.
- 6 Any potential users with known adverse health conditions should not use this equipment.
- 7 Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please contact parks@coralgables.com or (305)460-5600.
- 8 Perform exercises according to instructions on each piece of equipment.
- 9 Breathe normally during physical activity.
- 10 Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- 11 During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- 12 Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- 13 Keep a safe distance from exercise equipment when in use by others.

The City of Coral Gables shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.



 **Riverside Park**
FITNESS ZONE

The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

- 1 You assume all risk and responsibility for use of the exercise equipment at this facility.
- 2 You must be at least 14 years old to use this equipment.
- 3 Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- 4 Consult your physician prior to starting any physical fitness training program.
- 5 The city does not provide any supervision for the use of the equipment.
- 6 Any potential users with known adverse health conditions should not use this equipment.
- 7 Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 313-628-0900.
- 8 Perform exercises according to instructions on each piece of equipment.
- 9 Breathe normally during physical activity.
- 10 Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- 11 During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- 12 Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- 13 Keep a safe distance from exercise equipment when in use by others.

The City of Detroit shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.

FRONT

 **FITNESS ZONE®**

Get Active!

Try to be active every day. Even if you've never exercised or haven't exercised in many years, you can benefit from fitness at any age.

Before You Start:

- Start slowly. Warm up for 5 to 10 minutes with easy stretching or brisk walking.
- Take it easy. Moderate exercise can benefit you as much as intense exercise.
- Read and understand all exercise instructions.

A Complete Exercise Program Includes
3 TYPES OF ACTIVITY:

 **AEROBIC EXERCISE**
(minimum 30 minutes a day)

- Raises your heart rate
- Uses the large muscles of the body (arms, legs, back)
- Decreases risk of chronic disease
- Helps you lose weight

 **STRENGTH-BUILDING**
(minimum 10 minutes a day)

- Increases strength
- Improves balance
- Increases bone density

 **STRETCHING**
(minimum 5 to 10 minutes a day)

- Loosens stiff joints
- Lengthens and loosens muscles

BACK

 **ZONA DE EJERCICIOS®**

¡Actívate!

Intenta estar activo todos los días. Incluso si nunca ha hecho ejercicios o no lo ha hecho en muchos años, puede beneficiarse del ejercicio físico a cualquier edad.

Antes de que empieces:

- Comience lentamente. Caliente durante 5 a 10 minutos con estiramientos fáciles o caminatas rápidas.
- Tómalo con calma. El ejercicio moderado puede beneficiarlo tanto como el ejercicio intenso.
- Lea y comprenda todas las instrucciones de ejercicio.

Un programa completo de ejercicios incluye
3 TIPOS DE ACTIVIDAD:

 **EJERCICIO AEROBICO**
(mínimo 30 minutos al día)

- Aumenta la ritmo cardíaco
- Utiliza los músculos grandes del cuerpo (brazos, piernas, espalda)
- Disminuye el riesgo de enfermedades crónicas
- Te ayuda a perder peso

 **FORTALECER LOS MÚSCULOS**
(mínimo 10 minutos al día)

- Aumenta la masa muscular
- Fortalece los músculos
- Aumenta la densidad ósea

 **ESTIRAMIENTO**
(mínimo de 5 a 10 minutos al día)

- Aligera las articulaciones rígidas
- Alarga y afloja los músculos

FRONT

Welcome to Your
Fitness Zone

The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

1. You assume all risk and responsibility for use of the exercise equipment at this facility.
2. You must be at least 14 years old to use this equipment.
3. Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
4. Consult your physician prior to starting any physical fitness training program.
5. The City does not provide any supervision for the use of the equipment.
6. Any potential users with known adverse health conditions should not use this equipment.
7. Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 408-966-4820.
8. Perform exercises according to instructions on each piece of equipment.
9. Breathe normally during physical activity.
10. Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
11. During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
12. Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises or sessions.
13. Keep a safe distance from exercise equipment when in use by others.



BACK

THIS PROJECT WAS MADE POSSIBLE BY:











Unit labels feature safety guidelines, exercise instructions and more!



ADA Label included on units from
Greenfields' Signature Accessible™ line

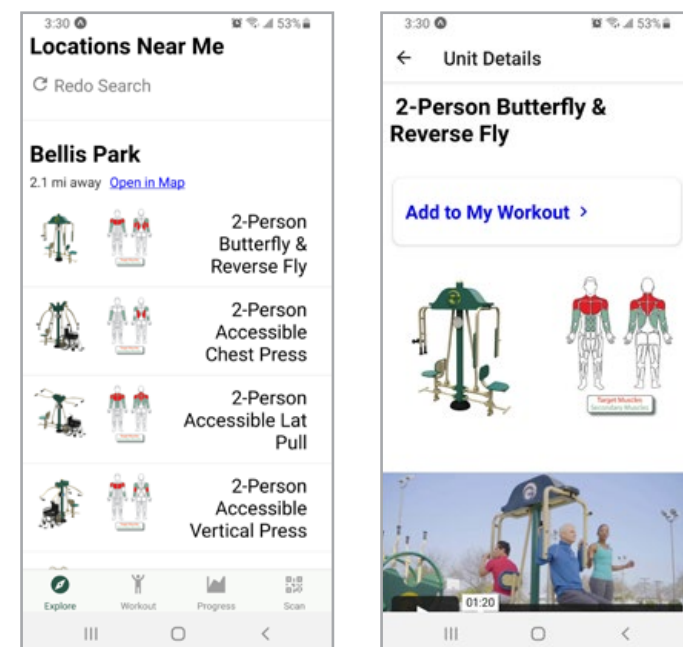


The GREENFIELDS OUTDOOR FITNESS APP debuting 2021

Greenfields is excited to announce the launch of our exclusive APP, debuting in 2021! The Greenfields App is the perfect companion to our multigenerational outdoor gyms, giving users the ability to search for gyms near their location, explore exercises available on Greenfields units, create workouts, and log their progress. See below for more!

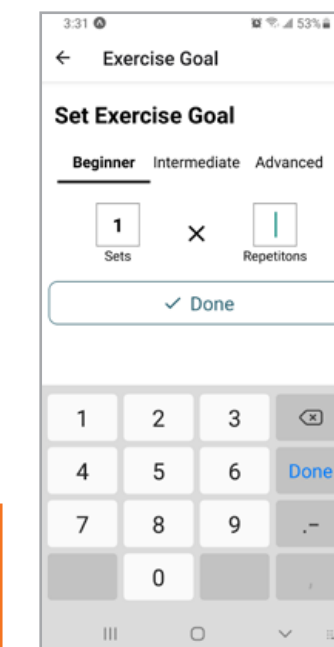
explore

[search for gyms near you]



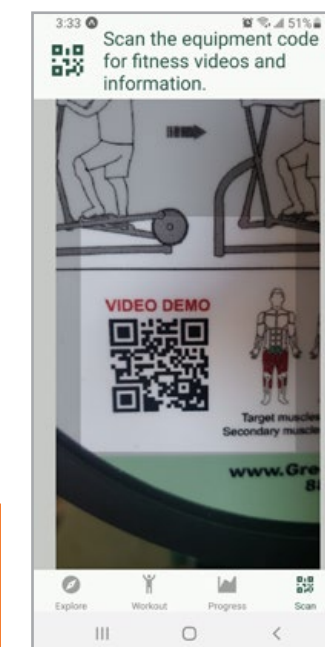
workout

[customize your routine]



scan

[quickly find videos & more]



*App is currently in beta testing. Final product may vary from screenshots shown.

General Installation Instructions:

Surface Mount

The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation. **UNITS ARE HEAVY** (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment. For installation, epoxy is **not** included in shipment and must be provided by installer.

Video Demo: <http://www.greenfieldsfitness.com/surface-mount-installation/>

Tools Needed: Concrete pad must be fully cured before anchoring begins.

1. Concrete drill
2. 1/2" carbide tipped drillbit
3. Angle grinder
4. Compressor with blow tip
5. Sledge hammer
6. 3/4" socket
7. Torque wrench

Parts Included:

Wedge Anchors - 4 1/2" x 1/2"

Black Plastic Covers

Black Plastic Caps

Metal Shims

Specifications:

- Concrete: 3250 PSI (minimum)
- Aggregate mix: 1:3 3/8" to 3/4"
- Concrete mix: 1:3:2.5 concrete, aggregate, and sand mix
- #3 rebar with 12" spacing
- When pouring a single pad for multiple units, **use concrete thickness 6"**
- When pouring standalone pads, **concrete thickness minimum 8"**
- Bolt Size: 1/2"
- Bolt Length: 4-1/2" (minimum)
- Hardware: Wedge Anchor Stainless Steel
- Minimum embed depth: 3-1/2"



1. Place unit on concrete pad and mark holes. Mark all holes. Make a mark on the unit and the ground to make sure unit lines up with holes.



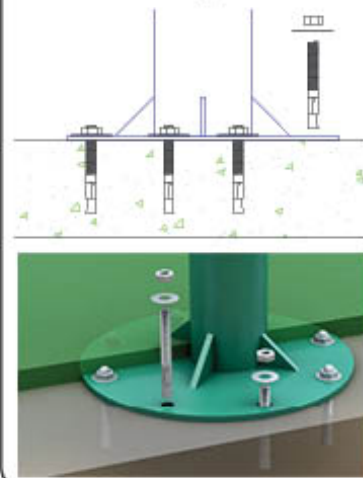
2. Drill all holes with concrete drill. Drill to a depth of 5-6" deep.



3. Using compressor or blower, blow out concrete dust from holes.



4. Fill holes with epoxy, making sure not to overfill. (Epoxy is **not** included in shipment and must be provided by installer).



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
LU21x03x24

© 2020 Greenfields Outdoor Fitness, Inc.

General Installation Instructions:

Surface Mount

The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

Basic Installation Guidelines (cont'd)



5. Place unit over holes and make sure it lines up with mark.
6. Thread nuts onto anchors just until they are flush with the top of the anchors.
7. Hammer anchors into holes.
8. Install shims to plumb posts.
9. Tighten anchors until snug, and wait 24 hours to tighten to 80-90ft/lbs.
10. Cut off extra bolt length, if any.
11. Follow unit-specific installation instructions for installation of base plate covers and black caps.



Inspection Checklist

General Guidelines for Outdoor Fitness Equipment



The following document is supplied as a general inspection document to be performed during regular park inspections. Our support team can be reached at (888) 315-9037 x105 or csc@greenfieldsfitness.com.

Inspection process

- ☐ Visual Inspection
- ☐ Internal Inspection
- ☐ Documentation
- ☐ Reporting

Visual Inspection

- ☐ Check all plastic footrests, backrests, seats, etc. for any cracks. If items are cracked in an unsafe manner, take photos and contact Greenfields to order new pieces.
- ☐ Check all rubber grips for any signs of wear, and make sure they are functioning correctly. If grips are torn or cut, exposing handlebars, take photos and report to Greenfields.
- ☐ Inspect welds for any signs of wear. If there is any damage, take photos and report to Greenfields.
- ☐ Check round safety labels for any signs of wear or vandalism, and send photos if there is.
- ☐ If unsafe for public use, please wrap portion of that unit with a caution-tape to prevent use while maintenance is in progress.

Internal Inspection

- ☐ Engage moving parts and ensure full, uninhibited functionality. If units are making noises when in use, do NOT lubricate the bearings. Check for any metal on metal contact and send photos to Greenfields for review.
- ☐ Inspect bolts and caps to ensure equipment is fully tightened. If screws are loose or missing, tighten or install new screws using a thread-locking compound. If new screws are needed, take photos of the location they are needed and contact Greenfields to order new screws.
- ☐ If unsafe for public use, please wrap portion of that unit with caution tape to prevent use while maintenance is in progress.

Documentation

- ☐ Greenfields takes great pride in providing amazing outdoor fitness gyms that are intended for use by the unsupervised masses in public settings. We do realize that left unattended, units may be subject to improper use or even abuse. We rely on the local maintenance staff to provide the necessary support in order to keep all units and parts in optimal operating condition for years to come.
- ☐ Please use the inspection log provided.

Reporting

- ☐ Greenfields Customer Support Center is available to help with all inquiries. **Please feel free to contact us at: csc@greenfieldsfitness.com or 888-315-9037 x 105**
- ☐ Please be sure to include photos and name of the park, city, state, country and on-site contact person with whom to communicate.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
© 2018 Greenfields Outdoor Fitness, Inc.

Safety/Maintenance Inspection Log



Date	Location	Unit(s)	Describe Issue/ Action Taken	Name	Follow-up

WARRANTY

- Limited 10-year warranty on main post and metal structure
- Limited 5-year warranty on moving parts and bearings
- Limited 5-year warranty on seats and backrests
- Limited 3-year warranty on hydraulic pistons
- Limited 2-year warranty on footrests, armrests, rubber parts, and chains
- Limited 1-year warranty on battle ropes, climbing ropes, and suspension trainers

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, wear and tear, or normal level of rusting. Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields' installation and maintenance procedures furnished by Greenfields Outdoor Fitness. Equipment should not be exposed to any irrigation, especially with reclaimed water, as this will void the warranty. Equipment must be installed on a surface with proper drainage and or slope to prevent water buildup around the base of the equipment. Equipment should not be installed in basins or in low-lying areas which result in equipment being submerged. Equipment should be installed in a timely fashion after delivery; however if the equipment must be stored for an extended period of time, crates should be stored in a dry, indoor environment.

OTHER PRODUCT INFORMATION

Greenfields will continue to develop its line of products and therefore reserves the right to change the design specifications without notice. The equipment is designed for use by individuals weighing up to 300 pounds. The equipment is NOT intended to be used by individuals younger than 14 years of age unless supervised by adults. Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are regarded as "one size fits most, but not all."

CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product's failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period. Furthermore, no representation, oral or written, of any

individual may be substituted for this exclusive limited warranty. To the extent permitted by law, Greenfields shall not be liable for any direct, indirect, special, incidental or consequential damages, which are expressly excluded from the sale of its product. To make claims under the terms of this warranty, please contact Greenfields' Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

INSTALLATION

Greenfields' equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use as intended. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come.

There are two methods of installation for the equipment:

- Surface mount installation with posts bolted to a reinforced concrete slab a minimum of 6"-8" thick (please refer to Installation Instructions & Video for detailed guidelines)
 - Permanent in-ground installation in which the equipment post extensions are placed in concrete footings and use provided rebar pegs (please refer to Installation Instructions & Video for detailed guidelines)
- Installers and project managers are encouraged to contact Greenfields' Customer Support Center with any questions before and/or after installation. Detailed installations instructions are available for all products and are included in the Operations & Maintenance (O&M) Owner's Manuals which are shipped with every order.

Often the installation of Greenfields products is assigned to the lowest bidding contractor. The contractor may not have been in contact with Greenfields prior to the project or seen the detailed Installation Instructions. It is the responsibility of the project manager to ensure installing contractor is provided with the most updated set of Greenfields' Installation Instructions & Installation Video to ensure the validity of the warranty.

Should the project installer need a copy of the Installation Instructions, please contact Greenfields' Customer Support Center at 888-315-9037 x105 or by email at CSC@GreenfieldsFitness.com.

SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by unsupervised individuals younger than 14 years of age. ASTM recently adopted ASTM F3101-15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment. While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at time of this publication, and to the best knowledge of the author, there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with

CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPEMA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified. However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time there are no programs in place to train certified inspectors for outdoor fitness equipment. Without a state law that requires compliance, specifications are voluntary only. However, Greenfields Outdoor Fitness strives to comply with all of the voluntary specifications of ASTM F3101-15. Greenfields recommends adding a customized sign to each project to limit liability.

SURFACING MATERIALS

Over the years, Greenfields' product has been installed using the following types of surfacing: decomposed granite (aka DG or crushed granite), concrete, bonded rubber or poured-in-place surfacing, rubber tiles, asphalt, paver stones, and synthetic grass. Mulch, woodchips, beach sand, and sod have also been used but are not recommended with respect to wheelchair access. The type of surfacing used is ultimately the choice of the owner and their project manager. When it comes to Greenfields Functional Fitness Series, it is advised to use fall attenuating surfacing.

MAINTENANCE & EQUIPMENT UPKEEP

Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations throughout the hemisphere prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to require, for the most part, little to no maintenance, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance which will be scheduled based on the specific nature of each project.

Installation on an ocean front, or with a direct line of sight to the ocean, will expose the units to salt and will require additional maintenance which is not required at inland sites or in dry climates. Such installations will require a regular fresh water rinse to remove the salt from the units (do not use reclaimed water - exposing the equipment to reclaimed water will void warranty). Greenfields recommends periodic inspection by a maintenance team to ensure each and every apparatus functions as intended. Please refer to the Periodic Inspection Checklist provided with the O&M Owner's Manuals.



Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

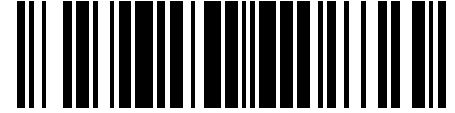
Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Order #	Date
S21779	11/03/2022



Bill To:	Ship To:
Mildred V. Jones Park City of Dania Beach Cassi Waren 100 W Dania Beach Blvd Dania Beach, FL 33004	Mildred V. Jones Park City of Dania Beach Cassi Waren 100 W Dania Beach Blvd Dania Beach, FL 33004
Customer: Mildred V. Jones Park	Contact: Mildred V. Jones Park

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	Due on receipt	Origin	Freight	11/03/2022

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcewell Contract #	Sourcewell Contract# 010721-GRN City of Dania Beach Sourcewell Member ID#25520		\$0.00	1 ea	\$ 0.00
2		PAD#1 - Upper Body & Accessible Fitness Area				
3	SGR042-03	2-Person Back & Arms Combo (formerly SGR2005-1-42)	Green/Tan	\$4,995.00	1 ea	\$ 4,995.00
4	SGR048AW-03	2-Person Accessible Chest Press (formerly SGR2005-1-48A-W)	Green/Tan	\$5,995.00	1 ea	\$ 5,995.00
5	SGR048C-03	2-Person Combo Lat Pull & Vertical Press (formerly SGR2005-1-48C)	Green/Tan	\$4,995.00	1 ea	\$ 4,995.00
6	SGR105-01	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	1 ea	\$ 1,795.00
7		PAD#2 - Lower Body & Low Impact Fitness Area				
8	SGR022-03K	4-Person Pendulum, Abs & Dip Station (formerly SGR2005-1-22)	Green/ Tan	\$4,495.00	1 ea	\$ 4,495.00
12	SGR091-03K	Rowing Machine (formerly SGR2005-1-91)	Green/ Tan	\$2,995.00	1 ea	\$ 2,995.00
15	SGR098-03	Leg Extension (formerly SGR2005-1-98)	Green/Tan	\$3,595.00	1 ea	\$ 3,595.00
16	SHP505-03	2-Person Leg Press (formerly SHP2009-5-05N)	Green/Tan	\$4,995.00	1 ea	\$ 4,995.00
17	SGR105-01	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	1 ea	\$ 1,795.00
18		Subtotal				\$ 35,655.00
19	Sourcewell Member Discount	Sourcewell Member Discount				-\$ 2,495.85
20	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$3,565.00	1 ea	\$ 3,565.00
21	Installation	Installation Scope of Work as per attached document		\$29,765.00	1 ea	\$ 29,765.00
22	SM Installation	All units are Surface Mount installation method.		\$0.00	1 ea	\$ 0.00
23		Quote is valid until Dec 25, 2022				



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S21779	11/03/2022



Prices are valid for 60 days from the Estimate date.
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship tems on this estimate and pay Greenfeilds the amount specified per payment terms listed on this estimate.

Approval signature: : _____ Date:_____

Signed by (print name) _____

Subtotal:	\$66,489.15
Sales Tax:	\$0.00
Total:	\$66,489.15



Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S21779	11/03/2022

**Bill To:**

Mildred V. Jones Park
City of Dania Beach
Cassi Waren
100 W Dania Beach Blvd
Dania Beach, FL 33004

Ship To:

Mildred V. Jones Park
City of Dania Beach
Cassi Waren
100 W Dania Beach Blvd
Dania Beach, FL 33004

Customer: Mildred V. Jones Park

Contact: Mildred V. Jones Park

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	Due on receipt	Origin	Freight	11/03/2022

Installation Scope of Work:

- Off-load and inventory equipment delivered at jobsite
- Layout and install owner's 7 stations of Greenfields Outdoor Fitness Equipment and sign at 2 concrete slabs
- Construction dumpster
- Administrative time for the application process for Building Permit
- Engineering fee for the surface mount fitness equipment and concrete slabs at Area 1 and Area 2
- Temporary construction 4' orange fence at Area 1 and Area 2
- Two 6" thick concrete slabs on grade (18' x 24' each) 3500 psi with fibermesh 864 SF total
- Excavate site to proper subgrade and demo wood bollards
- 811 Underground locates service
- Haul away approximately 20 CY of excavated materials

EXCLUDED:

- Permit Fee for City of Dania Beach
- exclude all irrigation, tree root removal permit fees,
- surveyor and testing.
- Owner will provide a site plan (showing the entire park and the location of the proposed improvements with dimensions and elevations), water, access to the site for a Bobcat skid steer loader, onsite parking, and mobilization location.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MAC'S TOWING SERVICES, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo -Macs Towing Services Inc, R-2023- Mac's Towing Services, Inc. Agreement for Towing Services, Mac's Towing Services, Inc. Agreement for Towing Services signed by vendor



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: January 10, 2023

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**

SUBJECT: Mac's Towing Services, Inc. Agreement

Digitally signed by Eve A.
Boutsis
Date: 2022.12.29 08:25:08
-05'00'

The Request

To approve an agreement with Mac's Towing Services, Inc.

Background

Mac's Towing has been providing towing services in the City for many, many years, however, Mac Towing does not have an actual contract. Therefore, after meeting with Mac's Towing, the City has drafted the towing agreement. The terms and conditions of the agreement are consistent with the Broward County Code and with the standards of the industry. Mac's Towing is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the attached Agreement. The City intends and Mac's Towing acknowledges that any services performed pursuant to the proposed Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum number of tows to be performed by Mac's Towing. Under the agreement, Mac's Towing shall perform services for an initial three (3) year period, commencing in January, 2023. The Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, as evidenced by a written amendment(s). Mac's Towing shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to either the City Police Department Headquarters, or a repair shop designated by the City, or any other specified City facility.

Recommendation

That the agreement be authorized and executed by the appropriate city official.

Budgetary Impact

No budgetary impact anticipated.

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Danny Marks, Chief of Police

RESOLUTION NO. 2023-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MAC'S TOWING SERVICES, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, currently the City has only one towing provider, Mac's Towing Services, Inc. ("Mac's"), although other providers may be included on the City's towing list in the future; and

WHEREAS, although Mac's has provided services for many, many years, they have never had a towing contract with the City; and

WHEREAS, Mac's is a qualified firm willing and able to continue to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the Agreement attached to this Resolution as Exhibit A, and incorporated by reference into this Resolution; and

WHEREAS, the City intends and Mac's acknowledges that any services performed pursuant to the attached Agreement shall be non-exclusive and performed on an as-needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Mac's; and

WHEREAS, Mac's shall perform the services for an initial three (3) year period which shall commence in January 2023, and naturally expire three (3) years thereafter; and

WHEREAS, the Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, evidenced by a written amendment

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 execution of towing agreement with Mac's Towing Services, Inc. for a three-year term, with two, three-year extensions.

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 January 10, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), is dated this ____ day of _____, **2023**, and is entered into by and between the **City of Dania Beach**, a municipal corporation of the State of Florida, with a business address of 100 W Dania Beach Boulevard, Dania Beach, Florida 33004 (hereinafter referred to as the "City"), and **Mac's Towing Services, Inc.**, a **profit corporation**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of 418 SW 2nd Place, Dania Beach, Florida 33004 (hereinafter referred to as the "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1 **PREAMBLE**

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors.

1.3 The establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest.

1.4 Utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

1.5 On May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, which amended chapter 20 relating to "Wrecker and Towing," to provide a revision to Section 20-48, entitled "Calls to be rotated on list," which states: "As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list;" and

1.6 Currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City; and

1.7 Part of the 2021 Code Amendments was a revision to Section 20-49(b), entitled “Qualifications to be Listed”, to allow any qualified towing service to apply to be on the City’s towing list provided they meet the City’s qualifications, the chief of police authorizes the listing, and the towing company is located within 10 miles of the City; and

1.8 Mac’s Towing Services, Inc. is located at 418 SW 2nd Place, Dania Beach, Florida which is within 10 miles of the City, consistent with the requirements of Section 20-48, and meets the minimum qualifications of the City; and

1.9 In order to be placed on the City’s list, Contractor is required to agree to certain basic terms and conditions; and

1.9 Contractor is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in this Agreement. The City intends and Contractor acknowledges that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Contractor.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 General

2.1.1 Contractor, for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the City, as directed by authorized representatives of the City's Police Department¹ and other City designee(s), in accordance with the City’s Code of Ordinances.

2.1.2 The Contractor agrees that in the performance of this Agreement, it will not discriminate or permit discrimination in its hiring practices, or in the performance of this Agreement, against any person on the basis of his or her race, sex, religion, political affiliation or national origin.

2.1.3 Contractor understands that nothing in this Agreement will prevent the owner or other legally authorized person responsible for the vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the Contractor.

¹ Please be aware that the City of Dania Beach’s Police Department is contracted through Broward Sheriff’s Office (BSO).

2.1.4 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.1.5 Contractor hereby represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.1.6 Contractor agrees to permit members of the City's Police and Public Service Departments or other authorized City personnel to inspect its compound(s), equipment, stored vehicles or vessels, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the City, such inspection is deemed reasonably necessary.

2.1.7 Contractor acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to Contractor any exclusive rights or privileges arising from the services herein described to the exclusion of any other third-party.

2.1.8 As needed, the City shall communicate with Contractor to determine Contractor's availability to perform a particular assignment or facilitate a tow within a required time period pursuant to the terms and conditions of this Agreement. Contractor shall not perform any tow services pursuant to the terms of this Agreement without first gaining prior authorization and direction from the City.

2.1.9 If the City has a contract with more than one towing company, the services of each company shall be rotated monthly, with BSO using the services of one towing company one month, and then rotating to the second company the following month, etc. During that one month period during which services are being utilized that Contractor shall be required to comply with all the terms and conditions of the underlying contract, including all services identified under section 2.2, below.

2.2 Services To Be Provided By Contractor

2.2.1 Contractor shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to the City Police Department Headquarters located at 4601 SW 30th Avenue, Dania Beach, Florida 33004 ("Police Department Service Center"), City Hall, located at 100 West Dania Beach Boulevard, Fleet Management, located at 1201 Stirling Road, Dania Beach, Florida 33004, or a repair shop designated by the City, or any other specified City facility.

2.2.1.1 Contractor will repair or change flat tires on in-service City vehicles or vessels (utilizing City tires). Contractor shall invoice City for such services pursuant to a detailed purchase order, which shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by the City. "In-service City vehicle" shall mean any City class "A" vehicle owned or operated by the City and is operated by a City employee.

2.2.1.2 Contractor shall only be required to respond to those locations in Broward or Dade County to which City vehicles or vessels may travel.

2.2.2 Contractor shall tow, any vehicles or vessels impounded, confiscated or pending forfeiture proceedings on behalf of the City's Police Department in accordance with §§323.001 and 932.704, Florida Statutes.

2.2.3 Contractor shall tow, at no charge to the City, any vehicles or vessels that are inoperable, illegally parked, or abandoned in a City right-of-way, at a City facility, or on City property, in violation of the City's Code of Ordinances or the requirements of Florida Statutes, as may be amended from time to time, at the direction of City's Police Department.

2.3 Records

2.3.1 Contractor shall have prepared billheads, setting forth the names and addresses of the places of business of the Contractor. Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the Contractor will provide such person with an itemized statement of all charges for the towing and storage of the vehicle(s). Contractor shall retain a duplicate copy of such bill and shall produce same upon demand of the City's Police Department.

2.3.2 Before receiving payment from a vehicle owner or other person legally responsible for the vehicle or vessel towed, the Contractor, his agent, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

- a. Name & address of the person engaging the Contractor.
- b. License number of the vehicle(s).
- c. Motor and VIN number.
- d. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
- e. Make, year, model, color of vehicle(s) towed and/or stored.
- f. Date of the request/tow.

2.3.3 Contractor shall keep a hard covered log book or electronic record detailing the number and type of calls handled by Contractor pursuant to this Agreement. The log shall include information such as:

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. City designee or Police Officer requesting the tow.
- c. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.
- d. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
- e. The name of Contractor's designee responsible for the tow.

- f. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
- g. All notifications to owner or attempts to locate the owner or other legally authorized person.
- h. Full inventory list of contents if applicable.

2.3.4 Contractor shall provide to the City's Police Department, on a monthly basis, a complete and detailed listing of vehicles or vessels which have been towed pursuant to this Agreement within such month, and which have remained on the Contractor's lots for a period in excess of thirty (30) days, as more particularly described in Section 2.4 below.

2.3.5 Contractor shall also be responsible for keeping a log book or electronic record detailing any notice sent to a vehicle owner or other person legally responsible for such vehicle, such record shall include information such as: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the City.

2.4 REQUIRED REPORTS

2.4.1 Monthly Reports.

2.4.1.1 **Towing Reports.** The Contractor shall keep accurate monthly records of the number of tows made and customers served and shall provide a monthly report to the City's Contract Manager within ten (10) days of the end of the month for which the data was collected. The Contractor will maintain, for a period of seven (7) years, copies of invoices that are to be made available for City inspection. Reports shall include all tows made pursuant to this Agreement, including vehicles that are impounded, confiscated, or pending forfeiture proceedings. Reports shall also include City owned or leased vehicles that are towed at no charge to the City. The Monthly Towing Report shall contain the following information:

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. City designee or Police Officer requesting the tow.
- c. The name of Contractor's designee responsible for the tow.
- d. Make, year, model color of vehicle(s) towed and/or stored.
- e. License number of the vehicle(s).
Motor and VIN number.

- f. Name and address of the owner or other person legally responsible for the vehicle.
Full inventory list of contents if applicable.
- g. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
- h. The name of Contractor's designee responsible for releasing the vehicle(s) to the owner or other person legally responsible for the vehicle.
- i. Name and address of the person engaging the Contractor. The date the vehicle(s) was released to the owner or other person legally responsible for the vehicle.
- j. Detailed costs, including the administrative fee, charged to the owner or person lawfully entitled to possession of the vehicle. All notifications to owner or attempts to locate the owner or other legally authorized person, including date of notice, time of notice, method of notification, and any other information reasonably required by the City.

2.4.1.2 Report on Vehicles Exceeding Thirty (30) Days. The Contractor will provide to the City's Police Department a complete and detailed listing of vehicles which have been towed pursuant to the agreement between the parties, and which have remained on the Contractor's lots for a period in excess of thirty (30) days. The same information will be provided to the City relating to personal property coming into the Contractor's control as a result of the agreement, which has remained in the Contractor's control for a period in excess of thirty (30) days.

2.4.1.3 Complaints and Resolutions Report. For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format shall be approved by the City's Contract Manager.

2.4.2 Quarterly Reports.

2.4.2.1 Fleet Size & Ownership. Contractor shall provide updated information regarding the Contractor's Fleet Size & Ownership of the Fleet, to the City's Contract Manager to review on a quarterly basis to ensure that the appropriate level of equipment is being provided. Contractor shall notify the City's Contract Manager regarding any changes to the size and condition of the fleet, including ownership status of the vehicles on a regular basis.

2.4.2.2 Storage Lot Location and Ownership. Contractor shall not change the storage facility location without written permission from the City's Police Department. The awarded Contractor(s) will need to provide updated information regarding the Contractor's Storage Lot and Ownership on a quarterly basis to confirm status and condition of the storage facility. Contractor shall notify the City's Contract Manager regarding any changes to the storage facility, including ownership status of the facility, on a regular basis, and at minimum, quarterly.

2.4.3 Report Timeline and Formatting. The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The quarterly reports shall be filed not later than ten (10) calendar days after the last day of the preceding quarter. Respectively, the quarterly reports would be made on April 10th, July 10th, October 10th, and January 10th. The final report format will be approved by the City's Contract Manager or designee. The City reserves the right to modify the report format and require more or different information as may be determined necessary during the term of this Agreement. The City reserves the right to terminate this Agreement in the case of repetitive failure to comply with record keeping requirements set forth herein.

2.5 Report Cards And Reviews

The City's Contract Manager will complete a Performance Report Card on a quarterly basis, at minimum, to address all areas of the Contractor's Performance and to document all services that are being performed in a satisfactory or un-satisfactory manner. These Performance Report Cards will be shared with the Contractor(s) so that they can provide a written plan on how to cure and remedy all areas of concerns and the timeline in which these items will be addressed. Failure of Contractor to comply in a timely manner may result in a breach of contract. This process shall in no way limit the City's Contract Manager and the Contractor from addressing issues as they arise on a day to day basis.

ARTICLE 3 MINIMUM STANDARDS

3.1 The Compound

3.1.1 Contractor shall maintain a storage facility of a sufficient size and capability to accommodate vehicles or vessels to be removed from the City pursuant to, and during the period of this Agreement (herein "Compound").

3.1.1.1 In compliance with §713.78, Florida Statutes, as may be amended from time to time, Contractor's Compound shall:

- a. be equipped with a chain-link or solid-wall type fence at least six (6) feet in height;
- b. have lighting of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred fifty (150) feet during nighttime; and,
- c. one (1) or more of the following security methods must be utilized at compound to discourage theft at the Compound.
 - i. a night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
 - ii. a security dog remains at the storage facility from sunset to sunrise;
 - iii. security cameras or other similar surveillance devices monitor the storage facility; or
 - iv. a security guard service examines the storage facility at least once each hour from sunset to sunrise.

3.1.2 The Compound to be maintained by the Contractor shall be located within a distance of not further than ten (10) miles from City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004.

3.1.3 Contractor shall provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the City's Police Department or its representatives. In addition, the Contractor agrees to make available adequate personnel to staff the Compound from 7:00 a.m. to 7:00 p.m., Monday through Saturday, for the purpose of releasing vehicles or vessels to the owner or other legally authorized person. Contractor further agrees to provide on-call personnel to release vehicles or vessels between 7:00 p.m. and 7:00 a.m.

3.1.4 Contractor shall furnish inside storage at the Compound for all vehicles or vessels which are of a body type, or in a physical condition, which is such that inclement weather could result in damage to the vehicles and vessels.

3.1.5 The Compound utilized by Contractor shall include an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles or vessels which may be evidence in a criminal cause.

3.1.6 Contractor shall not change the Compound location without first gaining written permission from the City's Police Department.

3.2 Equipment

3.2.1 Contractor agrees to own, lease or have a sufficient number of Class A, B, and C wreckers available for its use, so that it is able to respond to tow calls from the City's Police Department within thirty (30) minutes forthwith and proceed to remove any type of vehicle(s) from streets or property within the City.

3.2.1.1 If the Contractor utilizes a wrecker from another company, Contractor shall produce, in writing, the name of the subcontractor and proof that the wrecker used is insured so as to protect the City from all suits, judgments, executions and liabilities.

3.2.1.2 Contractor shall provide all towing vehicles or vessels used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing the City with towing service. The two-way radios will not be tuned to any police frequencies.

3.2.2 Tow trucks or wreckers used by the Contractor to tow vehicles or vessels from the streets and property within the City, as herein provided, shall adhere to the following guidelines:

3.2.2.1 The name, address, and telephone number of the establishment shall be lettered in a professional manner and affixed to both sides of the Contractor's wrecker.

3.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light shall only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle shall be equipped with a siren.

3.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

3.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.

3.2.2.5 The following additional equipment shall be found in or on all of the Contractor's towing or wrecker vehicles:

- a. Dollies.
- b. At least one (1) heavy duty push broom and shovel.
- c. Flood lights on hoist.
- d. One (1) axe.
- e. One (1) crowbar or pry-bar.
- f. Minimum of one (1) four pound CO2 fire extinguisher or equal.
- g. One (1) pair of bolt cutters.
- h. One (1) set of jumper cables.
- i. One (1) four-way lug wrench.
- j. One (1) flashlight.
- k. One (1) set of red reflectors.
- l. One (1) set of three portable reflectors.
- m. Five (5) thirty (30) minute fuses.
- n. Two (2) red flags at least 1' X P.
- o. Tire plug kits.
- p. Air tanks or compressor

3.2.3 Wreckers shall be classified as follows:

3.2.3.1 **Class A** wreckers/tow trucks:

a.	Gross vehicle weight ratings	10,000 lbs.
b.	Boom capacity	8,000 lbs.
c.	Winching capacity	8,000 lbs.
d.	Cable size and length	³ / ₈ " X 100'
e.	Wheel lift retracted rating	6,000 lbs.
f.	Wheel lift extended ratings	4,000 lbs.
g.	Tow sling safe lift rating	3,500 lbs.
h.	Safety chains (2 each)	5/16 " high test
i.	Cab to axle dimension	58"

3.2.3.2 Class B wreckers/tow trucks:

a.	Gross vehicle weight ratings	19,000 lbs.
b.	Boom capacity	24,000 lbs.
c.	Winching capacity	24,000 lbs., except only 8,000 lbs. for flatbed slideback carrier
d.	Cable size and length	1A" X 200'
e.	Under-reach retracted rating	9,000 lbs.
f.	Under-reach extended ratings	7,000 lbs.
g.	Tow sling safe lift rating	8,500 lbs.
h.	Safety chains (2 each)	5/8" alloy
i.	Cab to axle dimension	84"

3.2.3.3 Class C wreckers/tow trucks:

a.	Gross vehicle weight ratings	30,000 lbs.
b.	Boom capacity	50,000 lbs.
c.	Winching capacity	50,000 lbs., except only 15,000 lbs. for flatbed
d.	Cable size and length	3/4" x 200'
e.	Under-reach retracted rating	25,000 lbs.
f.	Under-reach extended ratings	12,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	1A" alloy
i.	Cab to axle dimension	144"

3.2.3.4 Class D wreckers/tow trucks:

a.	Gross vehicle weight ratings	58,000 lbs.
b.	Boom capacity	70,000 lbs.
c.	Winching capacity	70,000 lbs., except only 15,000 lbs. for flatbed slideback carrier
d.	Cable size and length	3/4" x 200'
e.	Wheel lift retracted rating	45,000 lbs.
f.	Wheel lift extended rating	15,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	Y2" alloy
i.	Cab to axle dimension	180"

ARTICLE 4
TOWING AND IMPOUNDING PROCEDURES

4.1 Contractor agrees that, after arrival at a scene, the tow truck operator shall remove any hazards or debris from the street, and impound such vehicles or vessels as requested by a City Police Officer or other representative of the City's Police Department.

4.2 On all vehicles or vessels to be towed which are marked for confiscation, Contractor shall prepare a detailed listing of any and all damage, missing parts or other disorders of which the assigned officer and/or tow truck driver are aware.

4.3 City reserves the right to cancel a request for services of Contractor at any time, up to and including the time of hook-up. Contractor agrees that the mere response to a service call scene without other action will not constitute a service call for which charges are applicable.

4.4 As required by §713.78, Florida Statutes, as may be amended from time to time, where the City has requested a motor vehicle to be removed from an accident scene, street, or highway, the City will conduct an inventory and prepare a written record of all personal property found in the vehicle before the vehicle is removed by Contractor. However, if the owner or driver of the vehicle is present and accompanies the vehicle, no inventory shall be required.

4.5 IMPOUNDED VEHICLES

4.5.1 If at the time of the impounding the name of the registered owner or other legally authorized person responsible for the vehicle is not available, City's Police Department will supply this information to the Contractor as soon as possible. The City Police Department shall be responsible for preparing a vehicle storage receipt and the personal property inventory list, as may be applicable.

4.5.2 Notwithstanding the foregoing, the Contractor shall be responsible for the following:

4.5.2.1 Notifying the City Police Department, and requesting the name of the owner or other legally authorized person responsible for the vehicle if Contractor has not received such information within twelve (12) hours after the impoundment of the vehicle; and,

4.5.2.2 Notifying the registered owner or other legally authorized person responsible for the vehicle of the whereabouts of the vehicle within a seven (7) day period of impoundment if such person's identity has been supplied during that time or within seven (7) days after receipt of the aforementioned information from the City's Police Department.

4.5.3 Both Parties shall maintain a hard copy log book or electronic record at its place of business, detailing notices sent by either Party pursuant to this Agreement, which shall include the following information: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the City.

4.5.4 If any vehicle is not claimed by the owner or other legally authorized person responsible for the vehicle within seven (7) days, the Contractor shall immediately thereafter file a written report with the City's Police Department.

4.6 **RELEASING VEHICLES**

4.6.1 In the event that the Contractor has vessel(s) or vehicle(s) in its possession as a result of Contractor's performance of this Agreement, and is ordered to turn such property over to the County Court, the Sheriff of Broward County, or the City's Police Department pursuant to Chapter 323, 705, 715, or 932, Florida Statutes, as may be amended from time to time, the Contractor may recover the costs associated with towing, storage, and statutory fees in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.6.2 Vehicles or vessels pending proof of ownership or forfeiture proceedings may be placed on "**HOLD**" by the City. Contractor agrees to release any vehicle or vessel which has not been marked "**HOLD**" upon proof of ownership and payment by the owner or other legally responsible individual. Contractor further agrees that any vehicle towed which is marked "**HOLD**" may not be released without verbal or written authority from the City's Police Department. Should the City desire to have the "**HOLD**" period extend for longer than five (5) days, excluding holidays and weekends, the City shall provide Contractor written notification that the five (5) day "**HOLD**" period shall be extended.

4.6.3 Persons who make application for the release of towed and/or stored vehicles or vessels shall be required to present proof of ownership by presentation of a title or registration and Contractor shall provide such person with a copy of the vehicle storage receipt prepared by City. Contractor shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with this Agreement and Florida Statutes, as may be amended from time to time.

4.6.4 In accordance with §713.78, Florida Statutes, as may be amended from time to time, any reasonable storage fee imposed by Contractor shall not be charged if the vehicle or vessel is stored for fewer than six (6) hours.

4.7 **FORFEITURE VEHICLES**

4.7.1 Vehicles or vessels seized for forfeiture pursuant to Dania Beach Police Department policy shall be towed to Contractor's secured lot at Compound, or upon City's request, to the Dania Beach Police Department Headquarters. Contractor may recover the costs associated with towing, storage, and statutory fees for vehicles or vessels subject to forfeiture and any vehicles held longer than the five (5) day "**HOLD**" period in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.7.2 Payment for the cost of the original tow, daily storage fee, plus statutory charges, may be assessed at the conclusion of the forfeiture proceeding or upon settlement. Should the owner of the vehicle or vessel prevail at the forfeiture proceeding, the cost of the tow and storage charges shall be deducted from the monthly compensation amount to be paid

by Contractor to City pursuant to Article 6 of the Agreement. Should the City prevail, the owner of the vehicle or vessel shall be responsible for the payment of the applicable towing fee, storage charges, and statutory fees.

4.7.3 If forfeiture proceedings are not instituted, at the expiration of the five (5) day "HOLD" period and upon gaining City's approval, Contractor shall directly notify the owner or other legally authorized person responsible for the vehicle or vessel to pick up the vehicle or vessel from Contractor's Compound, Monday through Friday from 8:00 a.m. to 5:00 p.m. The owner of the vehicle shall be responsible for issuing payment to Contractor for the cost of the original tow, the daily storage fee which accrued during the five (5) day "HOLD" period, plus statutory fees consistent with Florida Statutes and more particularly described below in Article 6 below. The vehicle owner may incur additional storage fees if the vehicle is not retrieved immediately after notice is provided to the owner or other legally authorized individual that the "HOLD" has been released.

4.8 PERSONAL PROPERTY

4.8.1 Contractor shall have its employee, representative, or agent review the inventory of all personal property found in the vehicle that he is directed to tow with a City Police Officer or the owner or other legally authorized person responsible for the vehicle present. A copy of such inventory shall be maintained by Contractor as a permanent record. One copy of the inventory shall be given to the owner or other legally authorized person responsible for the vehicle, if known, or securely attached to the vehicle, and one copy shall be retained by the City Police Department.

4.8.2 Contractor shall allow the owner or other legally authorized person responsible for the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.

4.8.3 Personal property in the vehicle stored by Contractor shall not be disposed of to defray any charges for towing or storage of vehicles or vessels without a Court Order.

4.8.4 Contractor agrees not to undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or other legally authorized person responsible for the vehicle. Contractor further agrees that when making any repairs, or rendering any estimates or invoices, for City vehicles or otherwise, it will abide by Florida Statutes relating to motor vehicles or vessels, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

ARTICLE 5
Contractor PERSONNEL, TRAINING, AND CUSTOMER SERVICE

5.1 Contractor PERSONNEL

5.1.1 The Contractor shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of the services herein required.

5.1.2 **Contractor's Representative.** Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf ("Contractor's Representative"). Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Contractor shall conduct a background criminal check on Contractor's representative assigned to this contract. Contractor's Representative shall:

5.1.2.1 Be equipped with and respond to any issues received from City from the field via a laptop computer with wireless internet access card, or with a hand held data device such as a smart phone;

5.1.2.2 Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers;

5.1.2.3 Be responsible to respond to complaints on the same day complaint is received up to 7:00 PM. If the complaint is received after 7:00 PM, the Contractor's Representative shall respond to the complaint on the following day, including Sundays;

5.1.2.4 Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City and the general public;

5.1.2.5 Attend periodic meetings with City, at a place and time determined by the City, to discuss and evaluate towing services, solve performance related issues, provide input, and share information, to ensure delivery of quality service;

5.1.2.6 Be required, upon the request of City, to attend public meetings, with City, to explain towing services; and,

5.1.2.7 Be required, upon the request of City, to perform duties related to towing services.

5.2 EMPLOYEE TRAINING

5.2.1 All employees involved in the performance of this Agreement including office and all Towing personnel, must be provided adequate training before and during their employment with Contractor.

5.2.2 **Customer Service Training.** All towing, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor. Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

5.2.3 **Operating and Safety Training.** All temporary and newly hired permanent towing and supervisory personnel must receive comprehensive safety and operational training prior to working on the tow trucks. Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Towing and supervisory personnel and held not less than one (1) time per month, unless otherwise approved by the City's Contract Manager.

5.2.4 **Training Plan & Manuals.** Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by City's Contract Manager. The Contractor must maintain and provide evidence to the City of ongoing employee safety training and practices, upon request of the City. The plan, at a minimum, shall include provisions for the proper training in worker safety practices, which prevent damage to human health, the environment and private property.

5.2.5 **Prohibition against Soliciting and Gratuities.** Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value or accept any payments whatsoever on behalf of City while performing duties under this Agreement.

5.2.6 **City's right to have Contractor Remove Employees.** City reserves the right to make a complaint regarding any employee of Contractor who violates any provision herein, or who is wanton, negligent, or discourteous in the performance of his/her duties. City may recommend appropriate action be taken by Contractor and may require Contractor to remove any unacceptable employee, as determined by City, from service to City. City reserves the right to have Contractor remove employees who fail to meet these criteria from services related to this Agreement. In addition, the City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable.

5.3 CUSTOMER SERVICE

5.3.1 **Office Staff and Hours for Complaint Handling.** The Contractor will provide for prompt handling of complaints by maintaining an office staff that will receive record and handle complaints. Such staff will be available during the hours of 7 a.m. until 7 p.m., Monday through Saturday. During after hours, weekends, and holidays, the Contractor must make available a phone number to a call center or team of staff that can take calls and messages and respond to those citizen complaints in a timely fashion. The Contractor

will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding towing service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. All complaints shall be logged in an electronic system and shall be accessible to the City's Contract Manager at any time. The Contractor shall develop a customer service program focusing on elimination of repeat customer complaints/requests.

ARTICLE 6

COMPENSATION AND METHOD OF PAYMENT

6.1 The Parties agree compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

6.2 The Parties acknowledge that if the requirements of §713.78, Florida Statutes, are satisfied, Contractor shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for City's Administrative Charge (as defined in Section 6.2.2 below).

6.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and as codified by Broward County. a copy of which is attached as Exhibit "A" and is made a part of and is incorporated into this Agreement by this reference

6.2.2 "Administrative Charge" as used herein refers to the financial charge imposed by Contractor on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement. The City's Administrative Charge shall equal twenty-five percent (25%) of the Maximum Towing Rate for each tow performed by Contractor for non-City vehicles.

6.3 The Contractor shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee in accordance with the Maximum Towing Rates as identified above and for the City's Administrative Charge, as defined in Section 6.2 herein above, and in accordance with Florida Statutes, as may be applicable.

6.4 As consideration for performance of this Agreement, the Contractor may retain the reasonable towing and storage fees collected directly from the vehicle owner or other legally authorized person responsible for the vehicle or vessel towed in accordance with this Agreement.

6.5 The Contractor shall remit the Administrative Charge collected directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement to the City monthly, on or before the fourteenth (14th) day of each month following collection.

ARTICLE 7
TERM AND TERMINATION

7.1 Contractor shall perform the services as identified herein, for an initial three (3) year period which shall commence on the date that this Agreement is fully executed, the "Effective Date" and naturally expire three (3) years thereafter.

7.2 This Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

7.3 **Termination for Convenience.** This Agreement may be terminated by City for convenience, upon providing thirty (30) days written notice to Contractor. In the event the City terminates for convenience, Contractor shall cease performance of the Agreement and remit any Administrative Charge collected by Contractor prior to termination to City. In the event that the Contractor abandons this Agreement or causes it to be terminated, it shall indemnify City against any loss pertaining to such termination. All finished or unfinished documents, records, log books, inventory lists, and reports prepared by Contractor shall become the property of City and shall be delivered by Contractor to City.

7.4 **Post Contractual Obligations.** In the event that the term of this Agreement expires, the Contractor agrees to continue providing services, at the current rates, on a month to month basis until the City establishes a new contract for services.

7.5 **Default by Contractor.** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of seven (7) days after receipt by Contractor of written notice of such neglect or failure.

7.6 Upon the completion of this Agreement or termination by either Party, vehicles or vessels marked for confiscation by City's Police Department for use by City's Police Department in accordance with State Statute, will be towed to Police Department Headquarters.

ARTICLE 8
INDEMNIFICATION AND INSURANCE

8.1 Indemnification

8.1.1 Contractor shall indemnify and hold harmless the City, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from performance of this Agreement, the

failure of Contractor to take out and maintain insurance as required under this Agreement, and any negligent act or omission on behalf of Contractor, its employees, agents, partners, principals, subcontractors, and officers. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

8.1.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.1.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor.

8.1.4 Contractor may be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from Contractor's performance of the services required by this Agreement.

8.1.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

8.2 General Insurance Provisions

8.2.1 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 to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein required.

8.2.2 Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the City in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the Contractor or their Insurance Broker must agree to provide notice.

8.2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

8.2.6 Contractor shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement.

(i) Commercial General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$1,000,000
- Policy Aggregate \$2,000,000
- 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

- Waiver of Subrogation in favor of the City
- “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
- PIP
- Physical Damage for your Vehicles

B. Endorsements Required - Include in body of COI and/or Description of Operations: City of Dania Beach included as an Additional Insured

(iii) Crime Insurance/Fidelity Bonds – Third Party

Crime Insurance or Fidelity Bonds covering theft of monies, securities, or products in the amounts of:

Per Employee/Incident \$50,000

(iv) Garagekeepers' Legal Liability (For Damage to Towed Vehicles while in compound)

Garagekeepers Limit: ACV Per Vehicle

(v) In Tow/On Hook Coverage (For Damage to Towed Vehicles while being towed)

Garagekeepers Limit: ACV Per Vehicle

(vi) Customer's Contents (For Contents in Vehicles in Care, Custody, Control)

Per Vehicle Limit: \$500 Per Vehicle

(vii) Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

C. \$500,000 for bodily injury caused by an accident, each accident

D. \$500,000 for bodily injury caused by disease, each employee

E. \$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 is required.

(viii) 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.

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

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

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

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.

Insurance Carrier Requirements: 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.

Verification of Coverage: Proof of the required insurance must 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.

Certificate Holder: City of Dania Beach,
ATTN: HR/Risk Department
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Certificate Submittal:

Email Certificates to: mspear@daniabeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this contract.

8.3 Required Endorsements.

8.3.1 The City of Dania Beach shall be named as an Additional Insured on each of the Liability Policies required herein.

8.3.2 Waiver of all Rights of Subrogation against the City.

8.3.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the City.

8.3.4 Contractor's policies shall be Primary & Non-Contributory.

8.3.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

8.3.6 The City of Dania Beach shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.4 Any and all insurance required of the Contractor pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to City. The Contractor and any subcontractors shall maintain such policies during the term of this Agreement.

8.5 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.6 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the Contractor has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the Contractor nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees that Contractor will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's

activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Dania Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 12

UNCONTROLLABLE FORCES

Neither City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to tire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

Contractor shall provide City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

ARTICLE 15
BANKRUPTCY

It is agreed that if Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between Contractor and City, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both Contractor and City with the same formality and equal dignity herewith.

ARTICLE 17
DEFAULT OF CONTRACT & REMEDIES

17.1 **Operations During Dispute.** In the event that a dispute, if any, arises between City and Contractor relating to this Agreement, performance or compensation hereunder, Contractor shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by City regardless of such dispute. Contractor agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with City for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by City.

17.2 **Damages.** City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

17.3 **Correction of Services.** If, in the judgment of City, services provided by Contractor do not conform to the requirements of this Agreement, City reserves the right to require that Contractor correct all deficiencies in the service to bring the services into conformance without additional cost to City, and shall replace any personnel who fails to perform in accordance with the requirements of this Agreement. City shall be the sole judge of non-conformance and the quality of service.

17.4 **Default of Contract.** The occurrence of any one (1) or more of the following events shall constitute a default and breach of this Agreement by Contractor:

17.4.1 The failure to comply with City's requests made pursuant to this Agreement for a period of more than two (2) hours after such request has been submitted from City to Contractor.

17.4.2 The City Police Department may issue a formal reprimand to the Contractor for any act of omission or commission which, in its sole discretion, is deemed to be a violation of this Agreement. Any number of reprimands shall be grounds for termination of this Agreement and/or removal of Contractor from consideration of renewal of the Agreement. The precise number and severity of reprimands thereof to be determined in the sole discretion of City's Police Department.

17.4.3 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Police Department or the City's designee relative thereto.

17.4.4 The failure by Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by Contractor, where such failure shall continue for a period of seven (7) days after written notice thereof by City to Contractor; provided, however, that if the nature of Contractor's default is such that more than seven (7) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.4.5 The assignment and/or transfer of this Agreement or execution or attachment thereon by Contractor or any other party in a manner not expressly permitted hereunder.

17.4.6 The making by Contractor of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Contractor of a petition to have Contractor adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.5 **Effect of Default.** In case of any default by Contractor, City shall notify Contractor, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct Contractor to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by City, City may declare a default of the Agreement and notify Contractor of such declaration of default and terminate the Agreement.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Dania Beach is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the City to perform the service;

18.1.2 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, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

18.1.4 Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor 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.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

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:	THOMAS SCHNEIDER, CMC
	City Clerk
Mailing Address:	100 W. Dania Beach Boulevard
	Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3624
Email:	<u>tschneider@daniabeachfl.gov</u>

ARTICLE 19

SCRUTINIZED COMPANIES

19.1 Contractor, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

1 9.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1 9. 1 .2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 Contractor certifies that it is aware of the requirements of Section 35.39 of the City's Code of Ordinances and certifies that Contractor currently complies with the requirements of Section 35.39 of the City's Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 Contractor shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this Article upon the renewal of this Agreement or when the City Manager or his/her designee receives a complaint or has reason to believe Contractor may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of Contractor's records pertaining to its benefits policies and its employment policies and practices.

ARTICLE 21
EMPLOYMENT ELIGIBILITY

21.1 **E-Verify** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1.1 **Definitions for this Section.**

21.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement: Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including sub-vendors / sub-consultants / sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any

challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, log books, inventory lists, records, and other documentation provided in connection with this Agreement or required herein are and shall remain the property of City, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City. of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this 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 Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective 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

Contractor:
Mac's Towing Services, Inc.
418 SW 2nd Place
Dania Beach, Florida 33004

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

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

22.9 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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

22.11 Entire Agreement and Conflicts. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

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

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of City Property.** At all times during the performance of this Agreement, Contractor shall protect City's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable

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

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Contractor:
Mac's Towing Services, Inc.
a Florida corporation

WITNESSES:

[Signature]
SIGNATURE

Joseph Spiegel
PRINT NAME

[Signature]
SIGNATURE

Debbie McElyea
PRINT Name

[Signature]
SIGNATURE

Sasha Peterson
PRINT NAME

President
TITLE

Date: 12-15-21 22 ★

STATE OF FLORIDA)

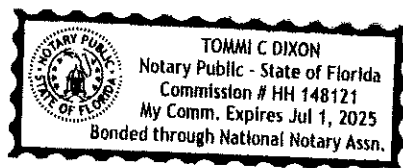
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on December 15, 2022 by Debbie McElyea
as President of Mac's Towing Services, Inc., a Florida corporation. He/she is personally
known to me or has produced / as identification.

My Commission Expires: July 1, 2025

[Signature]
Notary Public, State of Florida

Tommi Dixon
Print Name:



CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Public Hearing

Continued from:

December 13,
2022

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-055-22) AND VARIANCES (VA-079-22, VA-080-22 AND VA-093-22) FOR PROPERTY OWNER HYDRASOURCE CORP., FOR PROPERTY LOCATED AT 3581 SW 26TH TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS

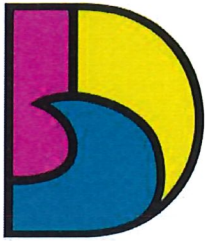
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SP055-22 - Hydrosorce Corp, R-2022-190 Hydrasource Corp. Site Plan (SP-055-22) and Variances (VA-079-22, VA-080-22, VA-093-22), 01_Architecture Hydrasource_REV2, SP-055-22-VA-079-22-VA-080-22-VA-093-22 Hydrasource Site Plan L, Site plan and Variances App, 12_Hydrasource public outreach packet



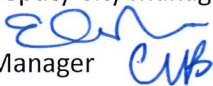
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: January 10, 2023

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 
Claudia Viviana Batista, Senior Manager  Candido Sosa-Cruz  Digitally signed by Candido Sosa-Cruz
Date: 2022.12.28 11:55:48 -05'00'

SUBJECT: **SP-55-22/VA 079-22/ VA 080-22/ VA 093-22:** The property owner, Hydrasource Corp., requests approval of a Site Plan and variances to allow the construction of a 1-story warehouse of 9,272 square feet with associated infrastructure to be used as a machine shop with ancillary use of office and storage on the property at 3581 SW 26 Terrace.

Request:

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 1-story warehouse building of 9,272 square feet with associated infrastructure.

VARIANCES

1. PERIMETER LANDSCAPE BUFFER

To allow one foot seven inches (1.7') of landscape buffer and saw tooth style parking on the north of the property where five feet (5') is required; per Code Sec. 275-90(2) of the Land Development Code (LDC).

2. BUILDING APPAREANCE

To allow a six feet (6') separation between building and parking area on the south of the property where eight feet (8') is required per Code Sec. 511-30(P) of the Land Development Code (LDC).

3. OFF-STREET REQUIRED PARKING

To waive two (2) of the fifteen (15) minimum required off-street parking required by the use per Code Sec. 265-50 of the LDC.

Property Information:

Property Information:

EXISTING ZONING:	IROM-AA (Industrial Research Office Marine Airport Approach)
LAND USE DESIGNATION:	Industrial (I)
SITE ACREAGE:	0.57 acres (24,834 SF)
EXISTING USE:	Vacant
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Background:

The subject property is a parcel of approximately a 0.57 acre vacant located on the NW corner of SW 36th St and SW 26th Ter. The site is surrounded by industrial and vacant land. The future land use designation of the site is Industrial. This property was previously owned by Broward County, and later acquired by the applicant.

On September 14, 2022, The City Commission unanimously approved the plat for this property. Commission was advised at that time that the site plan was under DRC process for future review. Approval of the requested site plan would allow the development of a use compatible with the surrounding district.

Site Plan:

The development consists of a total of 9,272 square feet building footprint and a total of thirteen (13) parking spaces and one (1) loading area for 3,654 square feet of warehouse, 4,500 square feet of machine shop, and 1,025 square feet for ancillary office space. There are three variance request along with the site plan.

COMMUNITY OUTREACH

On August 16, 2022, the applicant sent notices to properties within 1,000 feet of subject property notifying the proposed development. A summary of the outreach meeting is included in the backup materials. No objections to the project have been received by the city.

IMPACT FEES

Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over \$1 million in construction value. Based on the construction value, the applicant must contribute into the City's Public Art fund. Alternatively, they may choose to install public art on site equal to half of the required contribution and provide payment into the City's Public Art fund.

Variances

PERIMETER LANDSCAPE BUFFER

The City's LDC requires a five (5') foot landscape buffer between the proposed vehicle area and the abutting property. Approving the one foot seven inches (1.7') of landscape buffer and saw tooth style parking on the north of the property will allow the triangular landscape islands to provide angular parking and preserve expansive critical root zone for existing Oak trees.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified

below. For each criteria, 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 of the property and its surroundings as Industrial. The variance request will not affect the stability and the appearance of the city.

Community Development agrees with this statement.

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The proposed sawtooth parking meets the intent of the Code Section by providing a five foot (5') average buffer which conform with the character of the surrounding properties and land uses. The project in this district IROM- AA, Industrial district, and the proposed sawtooth parking is not aesthetically 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 proposed project and requested variance are consistent with the development goals of the district. The land was purchased from Broward County with the intention of developing a warehouse/industrial building for our family business to operate from. The proposed project is similar to other recent and proposed construction in this industrial area of the city.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective V Policy 5.1 of Future Land use: Encourage development to enhance the tax base of the community.

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 property has two very large old-growth oak trees, and this project has been designed specifically to maintain these trees on site. Maintaining the two oak trees has caused a significant

accommodation and sacrifice to the building footprint and parking locations. Being a good steward for the existing site conditions is the reason for the variance application.

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 requested north vehicle use area buffer design is the minimum variance which will allow the proposed project to meet the intent of the Code 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.

BUILDING APPEARANCE

The City's LDC requires a minimum distance of eight (8') feet between the front of any building and the parking area with a minimum thirty-six inches (36") for landscaping. The applicant is proposing a site design that includes a six feet-two inches (6'-2") space between the parking area and the building on the primary façade and six feet- six inches (6'-6") on the second façade.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, 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 proposed design meets the intent of the Code by providing more than the required thirty-six inches (36") for landscape installation.

Community Development agrees with this statement.

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The requested twenty-four-inch (24") reduction to the required space between the building and the parking area is compatible with the character of the surrounding properties and land uses. The project is in district IROM-AA, Industrial, and the proposed space reduction between the parking area and the building is not aesthetically 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 proposed project and requested variance are consistent with the development goals for the district. The land was purchased from Broward County with the intention of developing a warehouse/industrial building for our family business to operate from. The proposed project is similar to other recent and proposed construction in this industrial area of the city.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective I Policy 1.3 of Future Land use: 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 and the community.

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 property has two very large old-growth oak trees, and this project has been designed specifically to maintain these trees on site. Maintaining the two oak trees has caused a significant accommodation and sacrifice to the building footprint and parking locations. Being a good steward for the existing site conditions is the reason for the variance application.

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 requested reduction to the eight-foot space requirement to six feet is the minimum variance which will allow the proposed project to meet the intent of the Code 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.

OFF-STREET PARKING

The City's LDC requires a minimum of fifteen (15) off-street parking. The applicant proposes thirteen (13) parking stalls, waiving two parking spaces from the Code requirement.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and

public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, 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 proposed design meets the intent of the Code by providing ample parking for the proposed use of the facility.

Community Development agrees with this statement.

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The requested two stall reduction is compatible with the character of the surrounding properties and land uses. The project is in district IROM- AA, Industrial, and the proposed parking reduction is not aesthetically detrimental to the community. The use of the proposed project is a machine shop with storage and ancillary administration office. The proposed parking is more than sufficient for the current employees and any additional future employees. There will be very little customer traffic as Hydrasource does not serve a retail client base. Applicant does not anticipate any concerns with parking counts and there is no risk of overflow to the parking facilities as proposed.

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 proposed project and requested variance are consistent with the development goals for the district. The land was purchased from Broward County with the intention of developing a warehouse/industrial building for our family business to operate from. The proposed project is similar to other recent and proposed construction in this industrial area of the city.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective VIII Policy 8.4 of Future Land use: Adequate vehicular parking shall be provided for new development in accordance with the land development regulations

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 property has two very large old-growth oak trees, and this project has been designed specifically to maintain these trees on site. Maintaining the two oak trees has caused a significant accommodation and sacrifice to the building footprint and parking locations. Being a good steward for the existing site conditions is the reason for the variance application.

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 requested two parking stall reduction will allow the proposed project to meet the intent of the Code 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.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on June 2, 2022, October 7, 2022, and November 10, 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.

1. The provided Trip Generation Statement for the project site reads as "DRAFT", a **FINAL** signed and sealed trip generation statement must be submitted prior to building permitting (Traffic)
2. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
3. If any road cuts are required during construction, then Public Services shall be notified, and the limits of restoration shall be determined by Public Services. The restoration shall be completed at the owner's expense and the restoration shall be per city standards. (Engineering)
4. In accordance with City Code of Ordinances in Article 415 of the LDC entitled "Sidewalks And Swales", the Owner is responsible for the construction of sidewalks / swales within the ROW when buildings are constructed or substantially improved. The required swale locations will be determined at the time of ROW permitting. (Engineering)
5. BC standard details for pavement marking and signage shall be utilized. 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)
6. All pavement markings shall be alkylid-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of the parking stall striping. (Engineering)
7. The Maintenance of Traffic (MOT) Plan will be required during building permitting and shall be completed by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)

8. Detailed and complete engineering plans are required prior to Building and ROW permit approval. (Engineering)
9. Utility piping conflict detail plan, along with documentation to demonstrate acceptability of the separation between water, sanitary sewer, storm-water service lines, etc. will be required. (Engineering)
10. All existing and proposed utilities shall be indicated on the landscaping plans to identify potential conflicts. (Engineering)
11. ADA parking, access / driveway, and sidewalks /ramps, including dimensions, shall be 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)
12. Submittal of the final drawings (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83) shall be provided as a part of the final submittal. (Engineering)
13. Regulatory agencies' approval documentation and Permits/Licenses (as applicable) are required as a 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)
14. Provide details of proposed fence and gate. Survey demonstrates existing chain link fence, but plans do not provide details of proposed fence. (Planning & Zoning)
15. Signs: Provide copy of all signs for compliance review. (Planning & Zoning)
16. Public Art Program: Per Article 811 Of the LDC, new development and redevelopment in non-residential, mixed-use and multi-family zoning districts of \$1 Million or more shall provide fee for the creation, acquisition and installation of public art in the City.
 - a. 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; or
 - b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designed and conform to the adopted public art guidelines. (Planning & Zoning)
17. 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)
18. 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. Provide screen detail prior to issuance of master construction permit. City Commission must approve the use of City Logo. (Planning & Zoning)

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Objectives

- 3.4 Have a sense of community- One Dania Beach community

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 and variances will enable this site to be developed, 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 and variances 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. 2022-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-055-22) AND VARIANCES (VA-079-22, VA-080-22 AND VA-093-22) FOR PROPERTY OWNER HYDRASOURCE CORP., FOR PROPERTY LOCATED AT 3581 SW 26TH TERRACE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, XBarchitecture, PLLC, on behalf of Hydrasource Corp. (the “Applicant”) is requesting approval of a Site Plan (SP-055-22) to permit the future development of properties generally located at 3581 SW 26th Terrace, in the City of Dania Beach, Florida (the “City”) as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this resolution by this reference; and

WHEREAS, the City Code of Ordinances, Chapter 28, entitled, “Land Development Code” (“LDC”) of Part 6, entitled, “Development Review Procedures and Requirements,” of Article 635, entitled, “Site Plans” of Section 635-20(A), provides that site plan approval is required prior to commencement of construction; and

WHEREAS, the Applicant is requesting Site Plan approval to permit the future redevelopment of the subject property pursuant to and consistent with the attached Site Plan provided as Exhibit “B”; 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-055-22) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City of Dania Beach (“City”) Code of Ordinances, Chapter 28, entitled “Land Development Code” (“LDC”), of Part 6, entitled “Development Review Procedures and Requirements,” Article 625 “Variances,” Section 625-40, entitled “Variance Review Criteria; City Action,” states that the City Commission may grant a Variance based on its determination that the Applicant has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance (VA-079-22) from Sec. 275-90(C) to permit a smaller width perimeter buffer on the north side; and

WHEREAS, the Applicant has requested a Variance (VA-080-22) from Sec. 511-30(P) to permit “No parking fire lane” closer to the building on the south side; and

WHEREAS, the Applicant has requested to permit a reduction in parking spaces to thirteen (13) spaces, where Section 265-50 of the LDC requires fifteen (15) parking spaces for the project (VA-093-22); and

WHEREAS, the requested Variances maintain the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City; and

WHEREAS, the requested Variances are otherwise compatible with the surrounding land uses and would not be detrimental to the community; and

WHEREAS, the requested Variances are 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; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC;

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

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

Section 2. That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plan,” the following Site Plan (SP-055-22), attached as Exhibit “B” which is made a part of and incorporated into this Resolution by reference is approved.

Section 3. That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 625 “Variances,” the following Variance Applications (VA-079-22, VA-080-22 and VA-093-22) are approved consistent with the Site Plan provided in Exhibit “B”.

Section 4. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

1. The provided Trip Generation Statement for the project site reads as “DRAFT”, a **FINAL** signed and sealed trip generation statement must be submitted prior to building permitting (Traffic)
2. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
3. If any road cuts are required during construction, then Public Services shall be notified, and the limits of restoration shall be determined by Public Services. The restoration shall be completed at the owner’s expense and the restoration shall be per city standards. (Engineering)
4. In accordance with City Code of Ordinances in Article 415 of the LDC entitled “Sidewalks And Swales”, the Owner is responsible for the construction of sidewalks / swales within the ROW when buildings are constructed or substantially improved. The required swale locations will be determined at the time of ROW permitting. (Engineering)
5. BC standard details for pavement marking and signage shall be utilized. 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)
6. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of the parking stall striping. (Engineering)
7. The Maintenance of Traffic (MOT) Plan will be required during building permitting and shall be completed by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)
8. Detailed and complete engineering plans are required prior to Building and ROW permit approval. (Engineering)
9. Utility piping conflict detail plan, along with documentation to demonstrate acceptability of the separation between water, sanitary sewer, storm-water service lines, etc. will be required. (Engineering)
10. All existing and proposed utilities shall be indicated on the landscaping plans to identify potential conflicts. (Engineering)
11. ADA parking, access / driveway, and sidewalks /ramps, including dimensions, shall be 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)

12. Submittal of the final drawings (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83) shall be provided as a part of the final submittal. (Engineering)
13. Regulatory agencies' approval documentation and Permits/Licenses (as applicable) are required as a 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)
14. Provide details of proposed fence and gate. Survey demonstrates existing chain link fence, but plans do not provide details of proposed fence. (Planning & Zoning)
15. Signs: Provide copy of all signs for compliance review. (Planning & Zoning)
16. Public Art Program: Please provide estimated construction value of project for estimation purposes. Per Article 811 Of the LDC, new development and redevelopment in non-residential, mixed-use and multi-family zoning districts of \$1 Million or more shall provide fee for the creation, acquisition and installation of public art in the City.
 - a. 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; or
 - b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an “in-lieu” public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designed and conform to the adopted public art guidelines. (Planning & Zoning)
17. 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)
18. 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. Provide screen detail prior to issuance of master construction permit. City Commission must approve the use of City Logo. (Planning & Zoning)

Section 5. That pursuant to LDC Section 635-100 “Expiration of Site Plans,” approvals shall automatically expire and become null and void unless the Applicant commences with construction of the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 6. That the issuance of a development order 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 development order 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 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on January 10, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A portion of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County Florida, lying West of the centerline of Old Tram Road, less the East 25.00 feet thereof and Less the South 35.00 feet thereof, more fully described as follows:

Commencing at the South one-quarter (S 1/4) of said Section 20; thence North 01°55'12" West, on the West line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 35.00 feet to the Point of Beginning; thence continuing North 01°55'12" West, on said West line, a distance of 137.00 feet; thence North 88°19'08" East, on the North line of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 182.54 feet; thence South 00°56'06" East, on the West right-of-way line of Tram Road (S.W. 26th Terrace - 50 feet right-of-way) a distance of 137.01 feet; thence South 88°19'08" West, on the North right-of-way line of Collins Road (S.W. 36th Street - 75 feet right-of-way), being a line 35.00 feet North of and parallel with the South line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 180.19 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 24,847 square feet or 0.5704 acres more or less.

EXHIBIT B
SITE PLAN

VICINITY MAP

entals ProSolutions

PARKING

Coral Cliffs Rock Climbing Center

Graybar

JustCBD

Atlas Embroidery & Screen Printing

KPT Marine

SW 34th Pl

SW 34th Pl

SW 26th Terrace

Harpke Family Farm

BrightView Landscape

3581 SW 26th Terrace, Fort...
31 min drive home

Hallandale Pharmacy

Collins Rd

Premier Produce

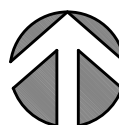
SW 25th Ave

Andrews Ave

FLL Airport Flight Landing View Point

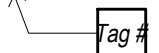
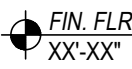
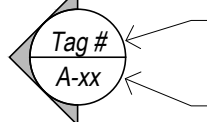
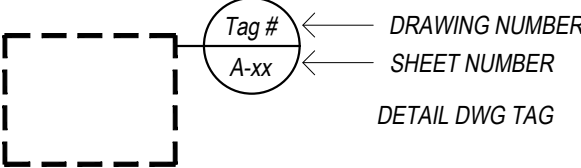
Ravenswood Tire

3581 SW 26 TERRACE,
DANIA BEACH, FL 33312

 **LOCATION**
NTS

ABBREVIATIONS					
ABV	above	FE	finish	OPP	opposite
AFF	above finished floor	FE	fire extinguisher	OPH	opposite hand
ACC PNL	access panel	FF	finish floor	OD	outside diameter
ADJ	adjacent	FLG	flushing	OA	overall
A/C	air conditioning	FLR	floor (ing)	OH	overhead
ALT	alternate	FD	floor drain	PNT	paint (ed)
APX	approximate	FND	foundation	PNL	panel (ed) (ing)
ARCH	architect (ural)	FR	frame (d) (ing)	P LAM	plastic laminate
BM	benchmark	GA	gauge, gauge	PLY WD	plywood
BEL	believe	GALV	galvanized	PT	pressure treated
BET	between	GC	general contract (or)	PL	plate
BLKG	blocking	GL	glass, glazing	RD	radius
BD	board	GB	grab bar	REF	reference
BS	both sides	GYP BD	gypsum board	REFR	refrigerator
BOT	bottom	HW	hardware	REF	reinforce (d) (ing)
BO	bottom of	HDR	header	REV	return air
BLDG	building	HTG	heating	REV	revision, revised
CAB	cabinet	HVAC	heating, ventilating,	RH	right hand
CLG	ceiling		air conditioning	R	riser
CLG HGT	ceiling height	HGT	height	RM	room
CEM	cement	HC	hollow core	RO	rough opening
CLR	clear (ance)	HM	hollow metal	SCM	schedule
COL	column	HORIZ	horizontal	SHT	sheet
CONC	concrete	HB	hose bib	SIM	similar
CONST	construction	WH	water heater	SC	solid core
CSMT	casement	INCL	include (d) (ing)	S	south
DEMO	demolish	ID	inside diameter	STD	standard
DTL	detail	INS	insulate	STL	steel
DIAG	diagonal	INT	interior	STR	structure (al)
DIAM	diameter	JC	janitors closet	STFT	storefront
DIM	dimension	LAV	Lavatory	SYS	system
DIV	division	LH	left hand	TEL	telephone
DS	downspout	LI	length	TV	television
DWG	drawing (s)	MAS	masonry	VIF	verify in field
DF	drinking fountain	MAX	maximum		
E	east	MFR	manufacture (r)		
ELEC	electric	MIN	minimum		
EL	elevation	MTL	material		
ELEV	elevator	MECH	mechanic (al)		
EQ	equal	MET	metal		
EQUIP	equipment	MIN	minimum		
EXIST	existing	MIR	mirror		
(E)	existing	MISC	miscellaneous		
EXT	exterior	NOM	nominal		
FOC	face of concrete	N	north		
FOF	face of finish	NIC	not in contact		
FOS	face of studs	NTS	not to scale		
FOW	face of wall	OC	on center		

SYMBOL LEGEND

	WINDOW TAG
	SKYLIGHT TAG
	DOOR TAG
	WALL TAG
	KEYNOTE TAG
	ELEVATION MARKER
	DRAWING NUMBER SECTION NUMBER SHEET NUMBER
	DRAWING NUMBER ELEVATION MARKER SHEET NUMBER
	NORTH ARROW
	SLOPE DIRECTION
	DRAWING NUMBER SHEET NUMBER DETAIL DWG TAG

PROJECT INFO	
<u>SCOPE OF WORK</u>	NEW CONSTRUCTION OF 1-STORY WAREHOUSE WITH ASSOCIATED INFRASTRUCTURE AND LANDSCAPING.
<u>PROJECT DATA</u>	3581 SW 26 TERRACE DANA BEACH, FL 33412 BROWARD COUNTY
<u>CODES OF REFERENCE</u>	FBC - BUILDING 7TH EDITION 2020 FBC - ACCESSIBILITY 7TH EDITION 2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION 2020 NFPA 101 LIFE SAFETY CODE (MOST RECENT EDITION)
<u>CONSTRUCTION TYPE:</u>	BUILDING : TYPE III-B
<u>OCCUPANCY TYPE:</u>	FACTORY (F-1)
NOTE: SEE SP-1 FOR ADDITIONAL PROJECT INFORMATION.	

CONTACTS

OWNER
HENRY JURADO
HYDRASOURCE CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312
HU@HYDRASOURCECORP.COM

ARCHITECT
XB ARCHITECTURE, PLLC
2700 E OAKLAND PARK BLVD, SUITE C
FORT LAUDERDALE, FL 33306
OFFICE@XB-ARCHITECTURE.COM
TEL: 954-243-7594
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MEP ENGINEER
DELTA G CONSULTING ENGINEERS
1800 ELLER DRIVE, SUITE 570
FT. LAUDERDALE, FL 33316
PM: GEORGE SAN JUAN, PE, LEED AP
GSANJUAN@DEL.TG.NET
TEL: 954-527-1112 Ext:16

STRUCTURAL ENGINEER
PROJECT CLASSIC
7318 TEXAS TRAIL
BOCA RATON, FL 33487
PM: FARIO ABUGATTAS, P.E.
TEL: 813.516.4271

LANDSCAPE ARCHITECT
THE MIRROR OF PARADISE LANDSCAPE
ARCHITECTURE
2881 E OAKLAND PARK BLVD, SUITE #315
FORT LAUDERDALE, FL 33306
PM: GABRIELA FOJT ASLA, RLA
GABRIELA@THEMIRROROFPARADISE.COM
TEL: 954-478-3064

CIVIL ENGINEER
SPEATH ENGINEERING
1111 BRICKELL AVENUE, 10TH FLOOR
MIAMI, FL 33131
PM: CATHY ROSILLO
CROSILLO@SPEATHENGINEERING.COM
TEL: 305-834-4213

NOTICE TO OWNER

1. THE SCOPE OF THIS PROJECT MAY CHANGE AT ANY TIME DUE TO ACTIONS TAKEN BY THE ZONING OR BUILDING DEPARTMENT OR BY ANY GOVERNING AGENCY HAVING JURISDICTION OVER THIS PROJECT.
2. THE SCOPE OF THIS PROJECT MAY CHANGE AT ANY TIME PRIOR TO, OR AFTER THE ISSUANCE OF A BUILDING PERMIT BASED ON THIS SET OF CONSTRUCTION DOCUMENTS. THIS ARCHITECT AND OR HIS ASSIGNED AGENTS SHALL NOT BE FISCALLY RESPONSIBLE FOR ANY CHANGES IN THE SCOPE OF THIS PROJECT.
3. ANY DETRIMENTAL JOB SITE CONDITIONS UNCOVERED OR DISCOVERED DURING THE CONSTRUCTION OF THIS PROJECT SHALL NOT BE BORNE BY THIS ARCHITECT OR HIS ASSIGNED AGENTS.
4. THIS ARCHITECT OR HIS ASSIGNED AGENTS SHALL NOT BE LIABLE FOR CODE CHANGES OR FOR CODE INTERPRETATION CHANGES DURING EITHER THE PERMITTING OR CONSTRUCTION PHASE OF THIS PROJECT.



DRC 1ST SUBMITTAL 06/02/2022
DRC STAFF MEETING 06/29/2022
DRC 2ND SUBMITTAL 10/05/2022
PUBLIC HEARING 11/08/2022

HYDRASOURCE
CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

SHEET NAME

SHEET NUMBER

Digitally signed by Maria X San Vicente
Date: 2022.11.10 09:05:41 -05'00'



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DANIA BEACH, FL 33312

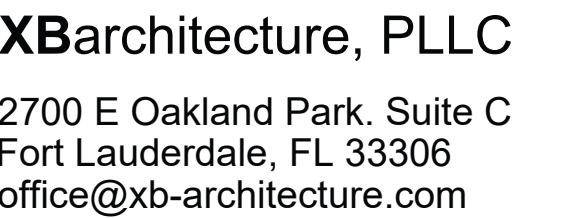


GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL CODES, RULES, REGULATIONS AND RESTRICTIONS HAVING JURISDICTION ON THIS PROJECT.
2. THE FLORIDA BUILDING CODE (7TH EDITION 2020) SHALL BE USED ON THIS PROJECT.
3. WORK SHALL INCLUDE ALL ITEMS (BUILDING AND SITE) INDICATED ON THESE DRAWINGS UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL ACQUAINT HIMSELF WITH THE SITE PRIOR TO CONSTRUCTION AND SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO ACTUAL CONSTRUCTION. ANY DEVIATION FROM THE CONSTRUCTION DOCUMENTS DISCOVERED AT THIS TIME SHALL BE REPORTED BY THE CONTRACTOR IMMEDIATELY TO THE ARCHITECT.
5. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD COORDINATION OF ALL SUBCONTRACTORS TO ENSURE PROPER INSTALLATION OF ALL FIXTURES AND/OR EQUIPMENT.
6. DRAWINGS SHALL NOT BE SCALED; WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
7. CONTRACTOR SHALL MAINTAIN TEMPORARY ELECTRICAL, WATER AND SANITARY FACILITIES FOR THE DURATION OF CONSTRUCTION.
8. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOBSITE AND LEAVE THE BUILDING BROOM CLEAN.
9. ALL WORKMANSHIP SHALL BE NEAT, CLEAN, TRUE AND CORRECT.
10. ALL GLASS WITHIN 24" OF ANY DOOR, FIXED GLASS, SLIDING GLASS DOORS AND ALL GLAZING AT TUB AND SHOWER ENCLOSURES SHALL BE TEMPERED SAFETY GLASS (INCLUDES MIRRORS) PER FBC / BUILDING SEC. 2406.4
11. OMISSIONS FROM THESE DRAWINGS OR SPECIFICATIONS, WHICH ARE NECESSARY TO CARRY OUT THE INTENT OF THESE DRAWINGS, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING ANY OMITTED DETAILS.
12. PROVIDE THRESHOLD & WEATHER-STRIPPING @ ALL EXTERIOR DOORS.
13. ALL WINDOWS SHOWN ARE BASED ON WINDOW MANUFACTURERS SPECIFICATIONS. ACTUAL SIZE AND ROUGH OPENINGS SHALL BE VERIFIED AND ADJUSTED PRIOR TO START OF CONSTRUCTION.
14. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD COORDINATION OF ALL SUBCONTRACTORS TO INSURE PROPER INSTALLATION OF ALL FIXTURES AND/OR EQUIPMENT.
15. ALL SUBCONTRACTORS SHALL SUBMIT EQUIPMENT AND FIXTURE DIMENSIONS, ALONG w/ ANY NECESSARY CLEARANCES TO THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION.
16. INSTALL ONLY HURRICANE CODE APPROVED WINDOWS AND DOORS THAT MEET THE DESIGN PRESSURES SHOWN ON THE WINDOW AND DOOR SCHEDULES. SUBMIT PRODUCT APPROVAL PRIOR TO INSTALLATION AND INSPECTION. (SEPARATE PERMIT REQUIRED FOR WINDOW & DOOR INSTALLATION).
17. OWNER SHALL APPROVE ALL MATERIAL AND FINISH SAMPLES ALONG w/ ALL EQUIPMENT SPECIFICATIONS PRIOR TO ORDERING AND INSTALLATION.
18. ARCHITECT SHALL APPROVE ALL PRODUCT APPROVALS AND SHOP DRAWINGS PRIOR TO SUBMITTAL TO BUILDING DEPARTMENT (SUBMIT 6 SETS)
19. CONTRACTOR TO VERIFY THE AVAILABILITY OF ALL BUILDING SERVICES REQUIRED BY THESE CONSTRUCTION DOCUMENTS AT THE COMMENCEMENT OF CONSTRUCTION INCLUDING BUT NOT LIMITED TO WATER, SEWER, AND ELECTRIC. SIZE, TYPE, AND LOCATION OF ALL BUILDING SERVICES SHALL BE VERIFIED IN THE FIELD. NOTIFY ARCHITECT IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
20. DUE TO THE NATURE OF RENOVATION WORK, HIDDEN CONDITIONS MAY BE UNCOVERED DURING CONSTRUCTION WHICH MAY NECESSITATE EXTRA PROFESSIONAL SERVICES AND COST TO THE BUILDING OWNER WHICH ARE NOT READILY APPARENT. ALL HIDDEN CONDITIONS WHICH ARE UNCOVERED SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
21. CONTRACTOR SHALL OBTAIN POST AND POST AT JOBSITE ALL NECESSARY PERMITS PRIOR TO START OF RENOVATION WORK.
22. ALL CONTRACTORS SHALL EXERCISE EXTREME CARE AND TAKE ALL NECESSARY PRECAUTIONS TO PROTECT AGAINST INJURY DURING RENOVATION.
23. THE ARCHITECT RECOMMENDS A PRE-CONSTRUCTION MEETING BETWEEN THE ARCHITECT, OWNER, AND CONTRACTOR TO DISCUSS CONSTRUCTION ITEMS AND ANSWER ANY QUESTIONS THAT MIGHT ARISE.

PER O-2017-027 & O-2018-019. COMMERCIAL PROPERTIES UNDER CONSTRUCTION ARE REQUIRED TO PROVIDE SECURITY FENCING WITH SCREENING SHOWING PROJECT RENDERING COVERING AT LEAST 75% OF THE LENGTH OF THE FENCE ALONG THE MATERIAL OR STATE RIGHT-OF-WAY & 25% FOR LOCAL ROADS AND MUST INCLUDE THE 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. PROVIDE SCREEN DETAIL WITH THE NEXT SUBMITTAL. CITY COMMISSION MUST APPROVE THE USE OF THE CITY LOGO.

		1		2					
		ISSUED FOR DATE	DRC 08/02/2022		DRC 2ND SUBMITTAL 10/6/2022		PUBLIC HEARING 11/7/2022		
ARCHITECTURAL									
A-0	COVER SHEET	X	X	X					
SP-1	SURVEY AND SITE DATA	X	X	X					
SP-2.0	SITE PLAN	X	X	X					
SP-2.1	LIFE SAFETY SITE PLAN		X	X					
SP-3	DUMPSTER ENCLOSURE	X	X	X					
SP-4	SITE AERIAL IMAGE	X	X	X					
A-1	FLOOR PLAN	X	X	X					
A-2	MEZZANINE/ STORAGE PLAN	X	X	X					
A-3	ROOF PLAN	X	X	X					
A-4	ELEVATIONS	X	X	X					
A-5	ELEVATIONS	X	X	X					
A-6	BUILDING SECTIONS	X	X	X					
A-7	BUILDING SECTIONS		X	X					
CIVIL									
C-0	SITE DIMENSIONS, PAVEMENT MARKING + SIGNAGE PLAN		X	X					
C-1	SITE DIMENSIONS, PAVEMENT MARKING + SIGNAGE PLAN		X	X					
C-2	CIVIL DRAINAGE, WATER, SEWER, AND GRADING PLAN		X	X					
C-3	PAVING, GRADING, AND DRAINAGE DETAILS		X	X					
C-4	WATER & SANITARY SEWER DETAILS		X	X					
C-5	STORMWATER POLLUTION PREVENTION PLAN		X	X					
C-6	GENERAL NOTES & SPECIFICATIONS		X	X					
ELECTRICAL									
EPH-1	PHOTOMETRICS SITE PLAN	X	X	X					
LANDSCAPE									
DT-1	REMOVAL PLAN	X	X	X					
DT-2	EXISTING TREES CHART, TREE PROTECTION DETAIL	X	X	X					
LP-1	LANDSCAPE PLAN	X	X	X					
LP-2	NOTES, PLANT SCHEDULES, AND PLANTING DETAILS	X	X	X					
LP-3	CODE CHART, SCHEMATIC CODE LAYOUT	X	X	X					
IR-1	IRRIGATION PLAN	X	X	X					
IR-2	IRRIGATION SCHEDULE, DETAILS AND NOTES	X	X	X					



PUBLIC HEARING 11/08/2022

3581 SW 26 TERRACE
DANIA BEACH, FL 33312

3581 SW 26 TERRACE
DANIA BEACH, FL 33312

DATE: 02.11.2022

SURVEY & SITE DATA

SP-1

Digitally
signed by
Maria X San
Vicente
Date:
2022.11.10
09:05:59
-05'00'





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DRG 1ST SUBMITTAL 06/02/2022
DRG STAFF MEETING 06/29/2022
DRG 2ND SUBMITTAL 10/05/2022
PUBLIC HEARING 11/08/2022

CLIENT:

HYDRASOURCE CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT: 2204

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

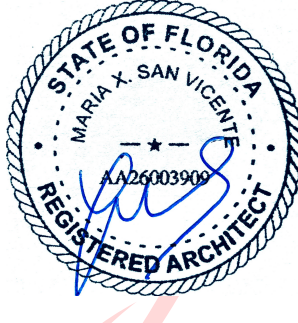
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SITE PLAN

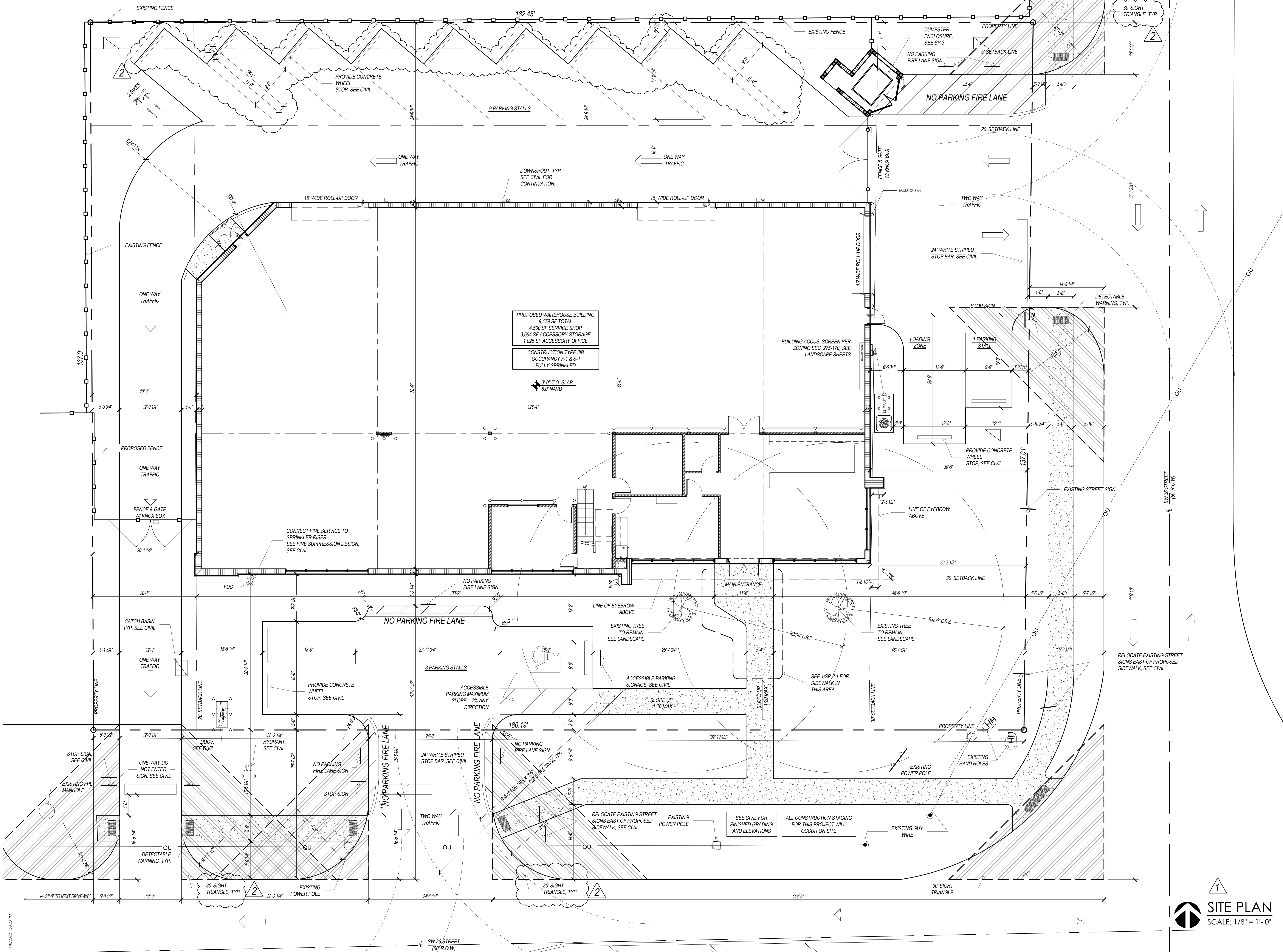
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SP-2.0

Digitally signed by
Maria X San Vicente
Date: 2022.11.10 09:06:15 -05'00'



1
SITE PLAN
SCALE: 1/8" = 1'-0"





SUBJECT:

ISSUE FOR:

CORC 1ST SUBMITTAL 06/02/2022

CORC STAFF MEETING 06/29/2022

CORC 2ND SUBMITTAL 10/05/2022

PUBLIC HEARING 11/08/2022

CLIENT:

HYDRASOURCE
CORPORATION

3581 SW 26 TERRACE
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PROJECT: 2204

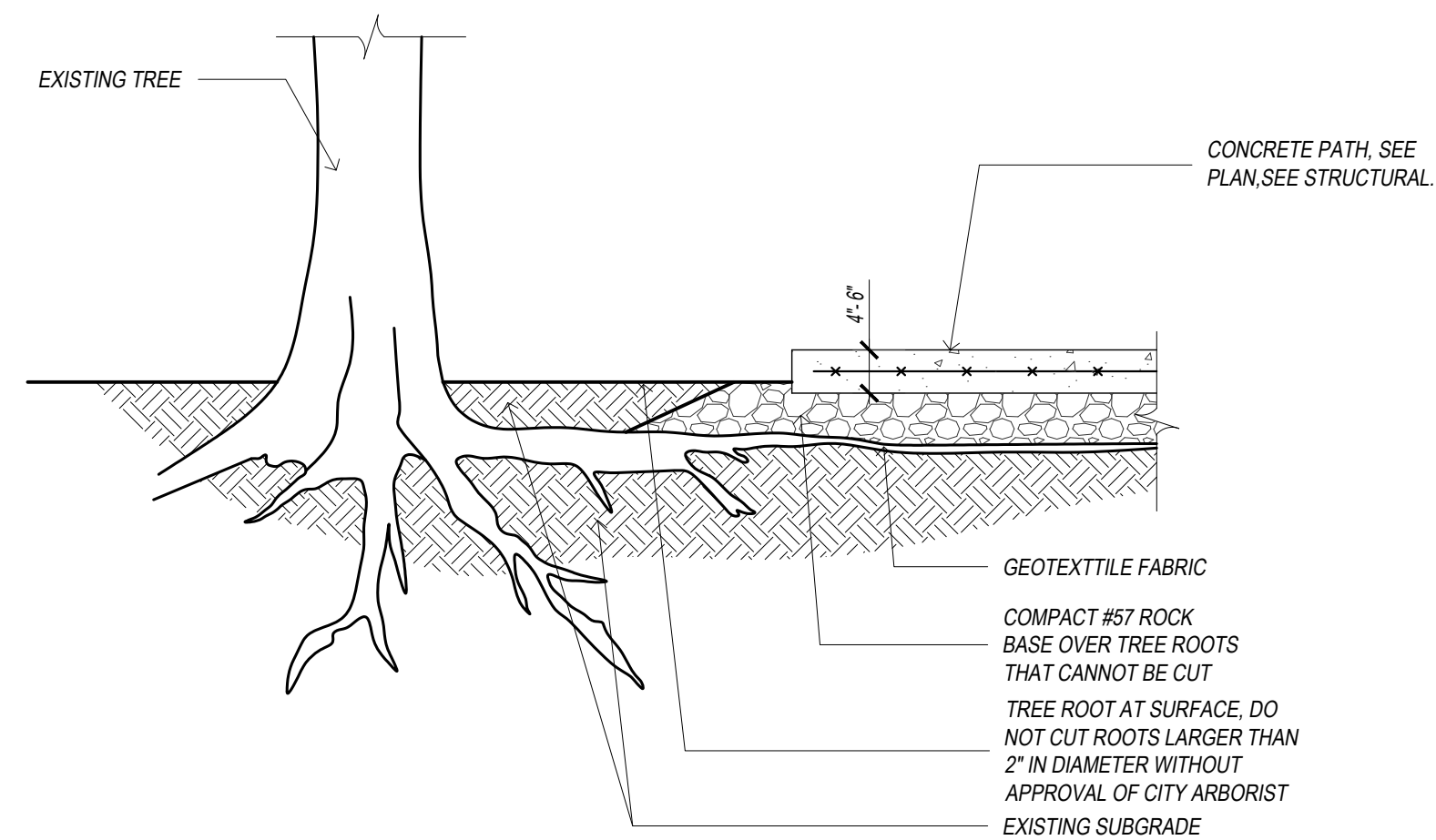
NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

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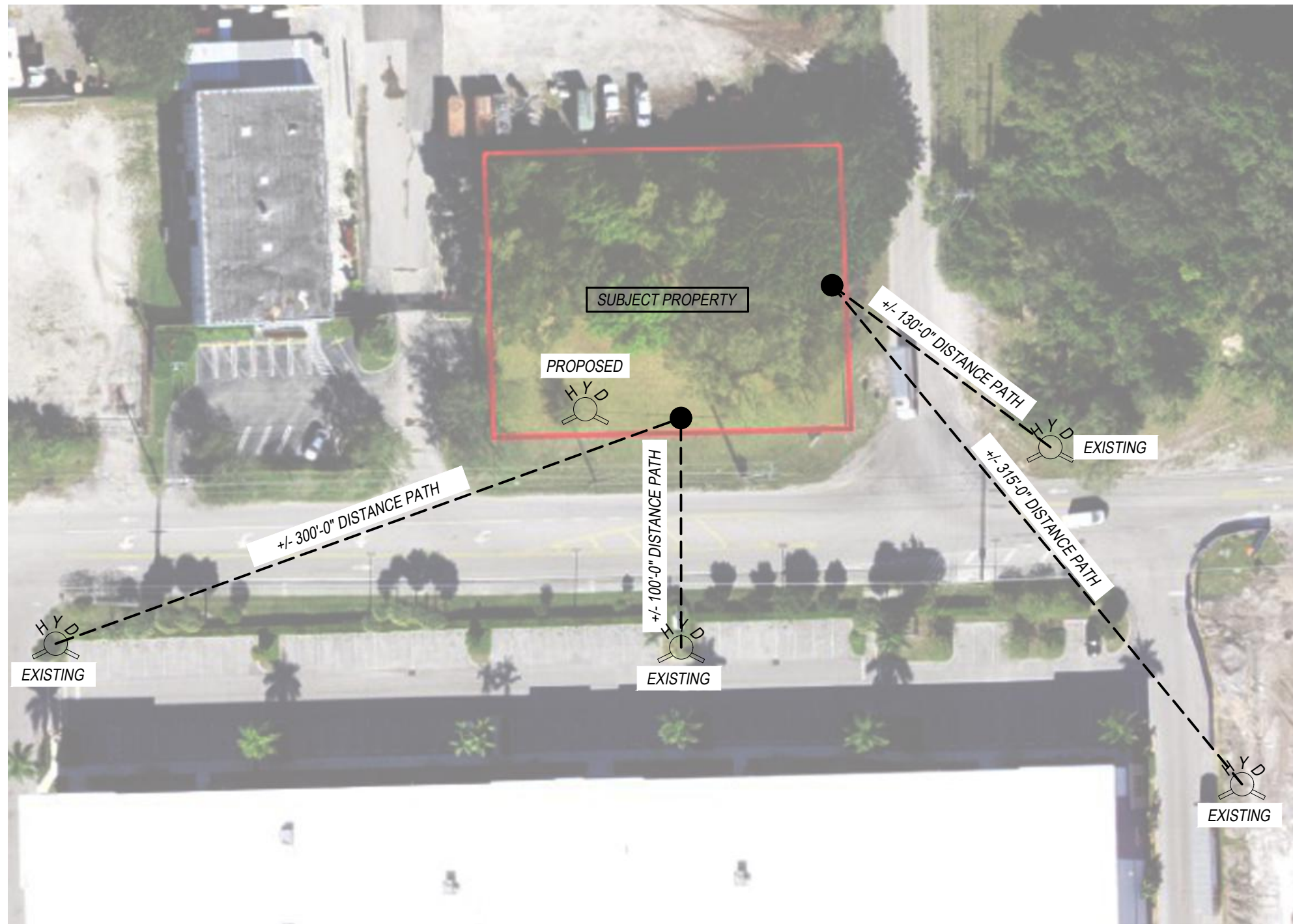
LIFE SAFETY
SITE PLAN

SHEET NUMBER:
NEW SHEET 
SP-2.1

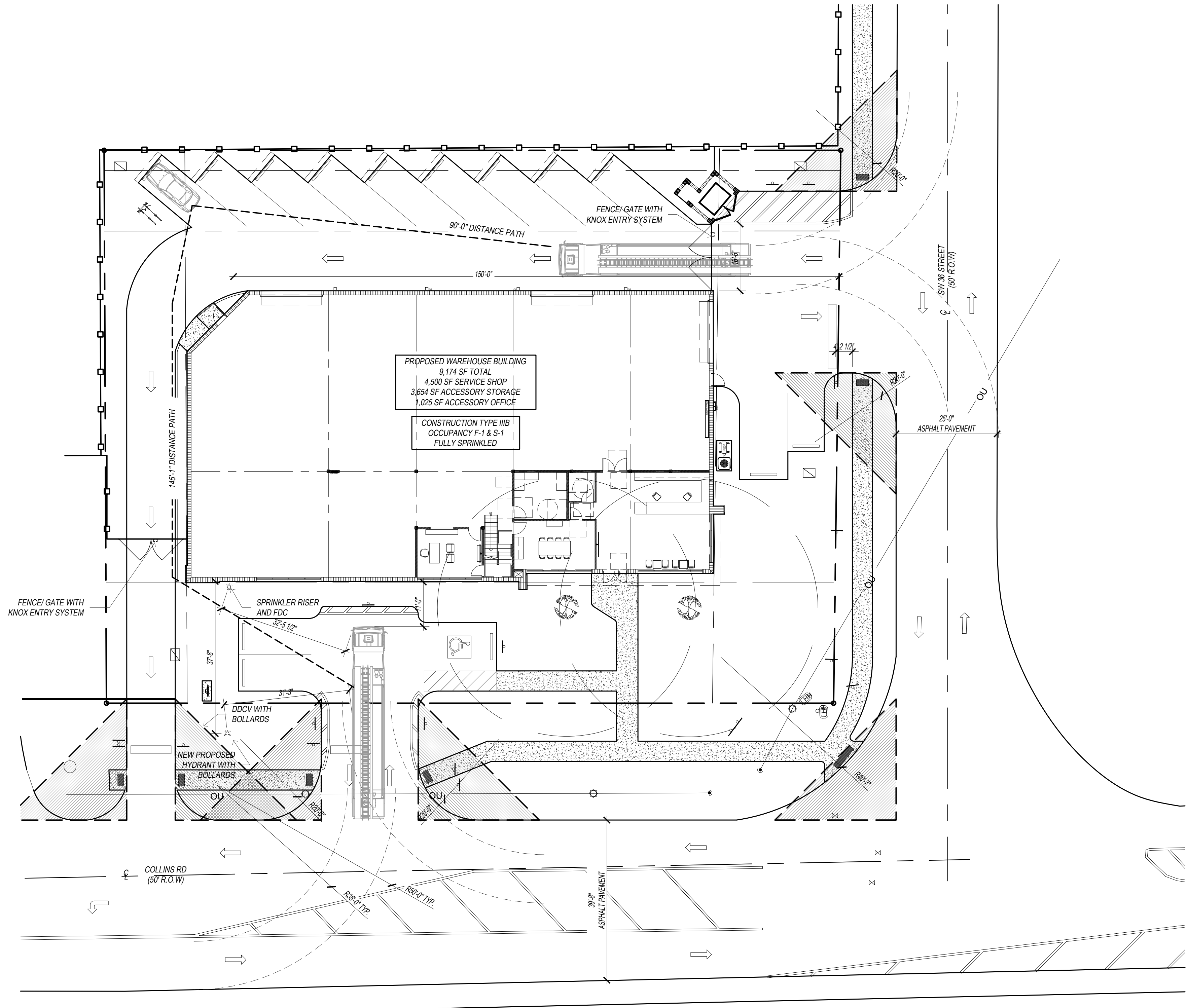


1 CONCRETE PATH DETAIL

SP-2.1
SCALE: 3/4" = 1'-0"



 FIRE HYDRANT LOCATION KEY MAP
SCALE: N.T.S.



LIFE SAFETY SITE PLAN

SCALE: 1/16" = 1'-0"



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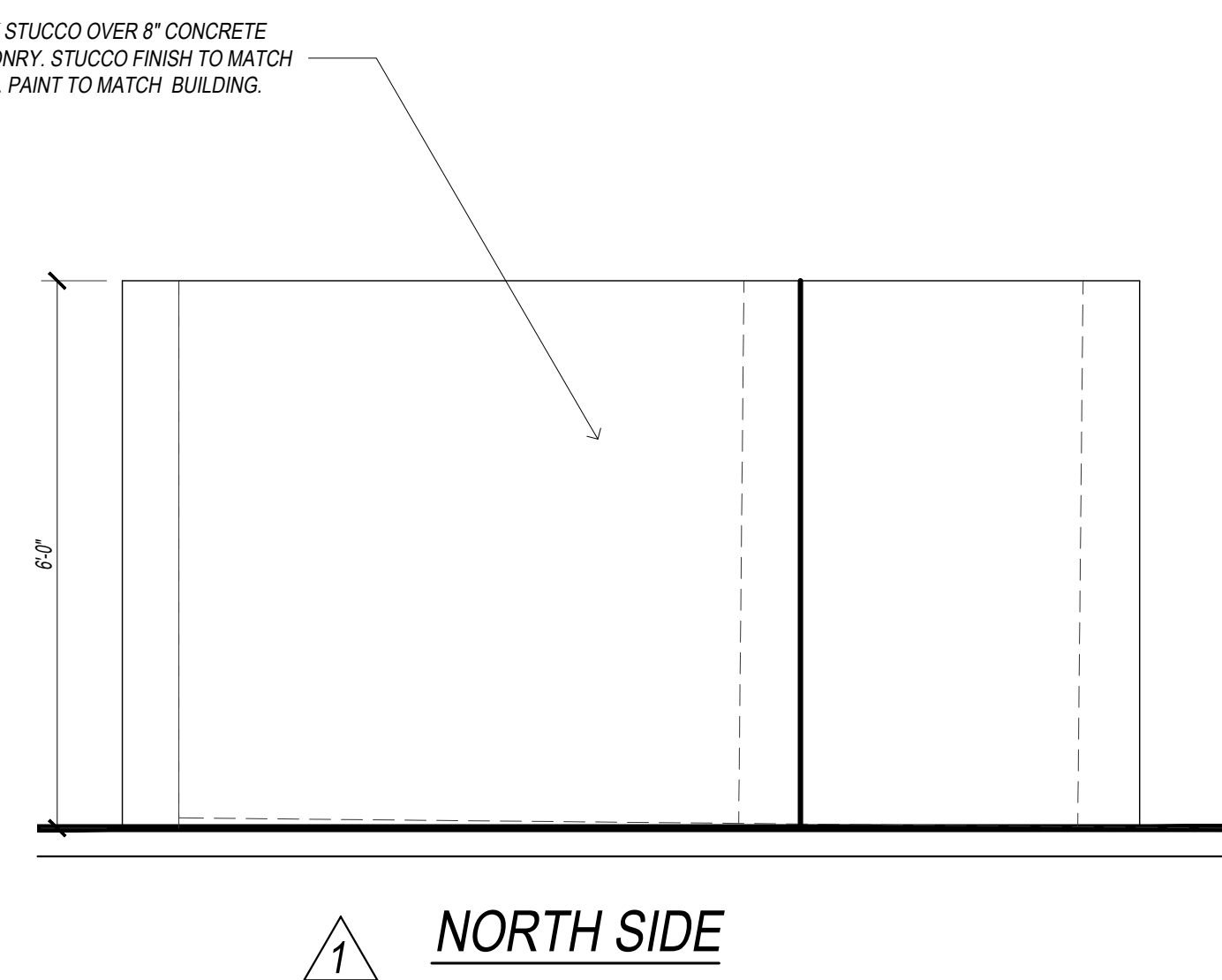
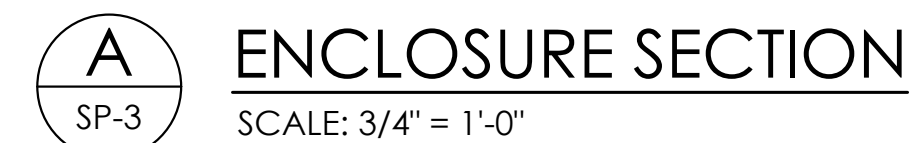
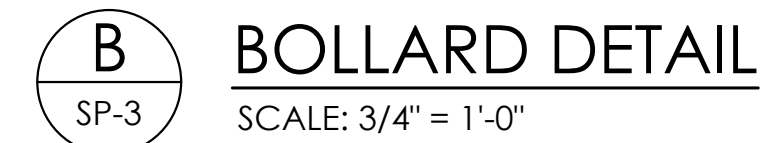
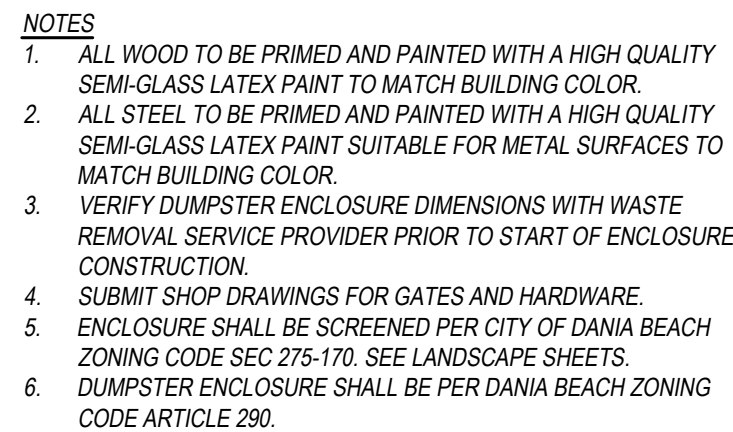
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CORPORATION
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DANIA BEACH, FL 33312

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

DUMPSTER
ENCLOSURE

SP-3

Digitally
signed by
Maria X San
Vicente
Date:
2022.11.10
09:06:53
+05'00'





ADJACENCY INFORMATION
<u>ADJACENT #1</u> DYNAMIX INTERNATIONAL GROUP IROM-AA ONE STORY
<u>ADJACENT #2</u> BRIGHTVIEW LANDSCAPE IROM-AA ONE STORY
<u>ADJACENT #3</u> VACANT IROM-AA

NOTE:
THIS MAP IS CREATED USING A SCALED
AERIAL IMAGE. THE DIMENSIONS SHOWN
ARE APPROXIMATE.



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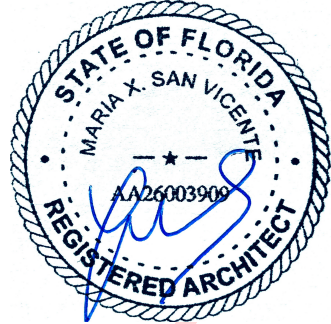
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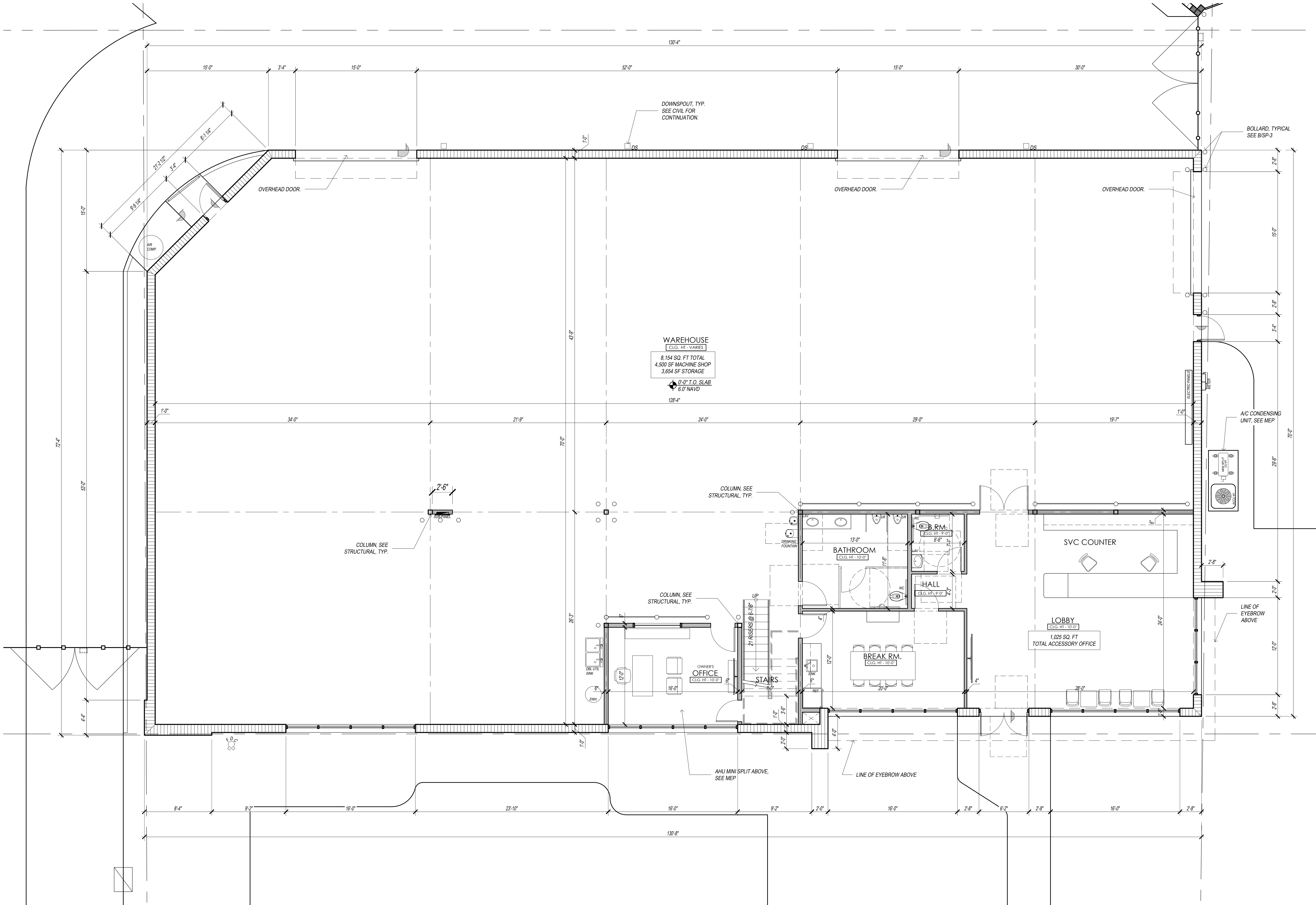
**SITE AERIAL
IMAGE**

SHEET NUMBER:

SP-4

Digitally
signed by
Maria X San
Vicente
Date:
2022.11.10
09:07:10
-05'00'





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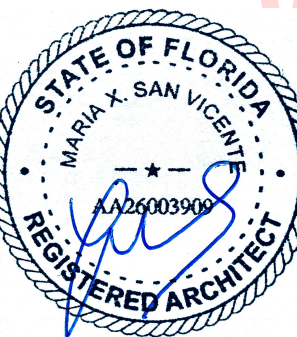
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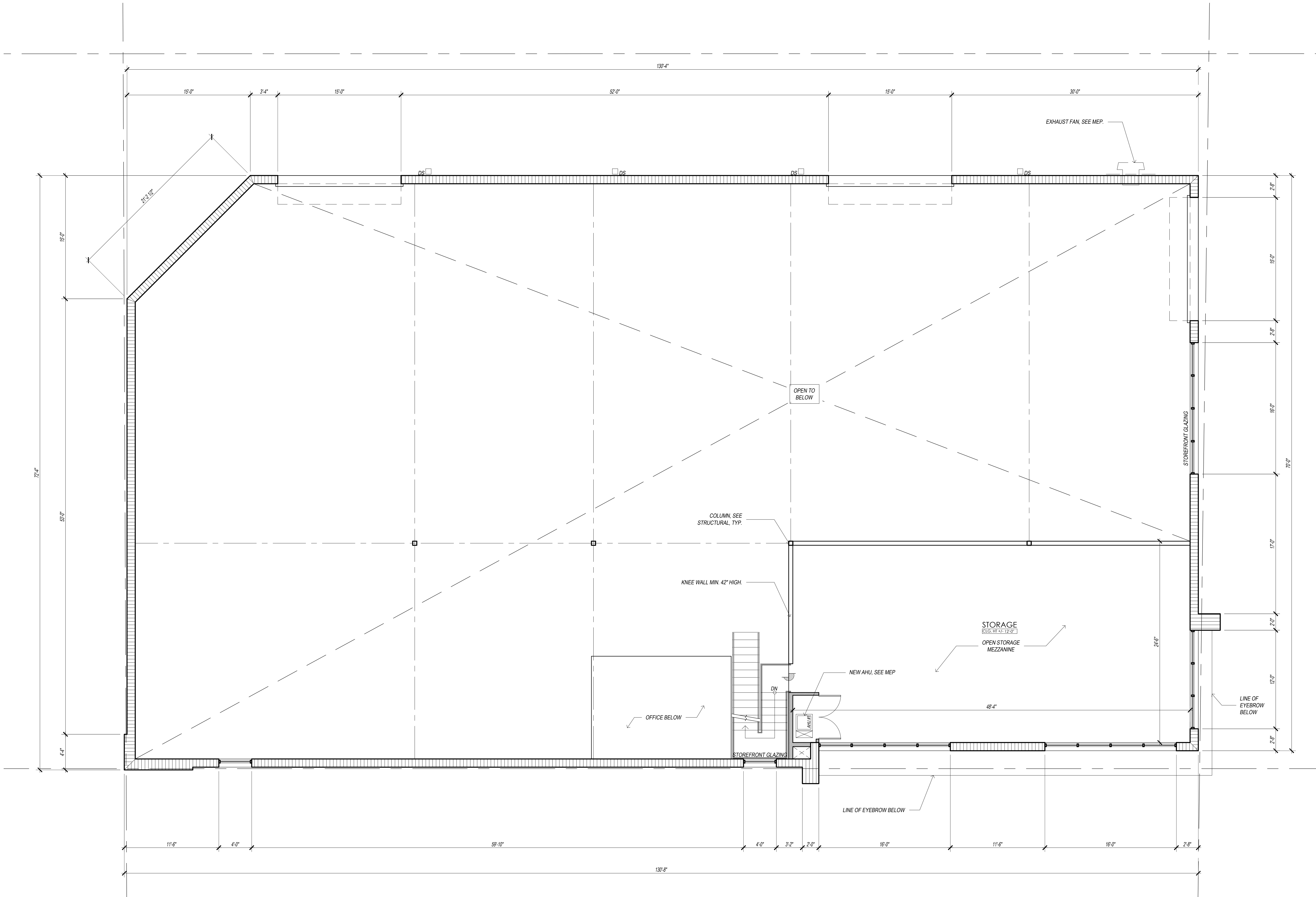
FLOOR PLAN

SHEET NUMBER:

A-1

Digitally
signed by
Maria X San
Vicente
Date:
2022.11.10
09:07:27
-05'00'





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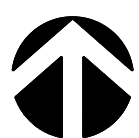
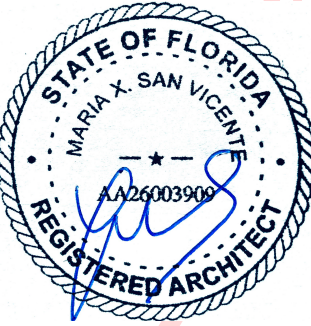
SHEET NAME:

**MEZZANINE/
STORAGE PLAN**

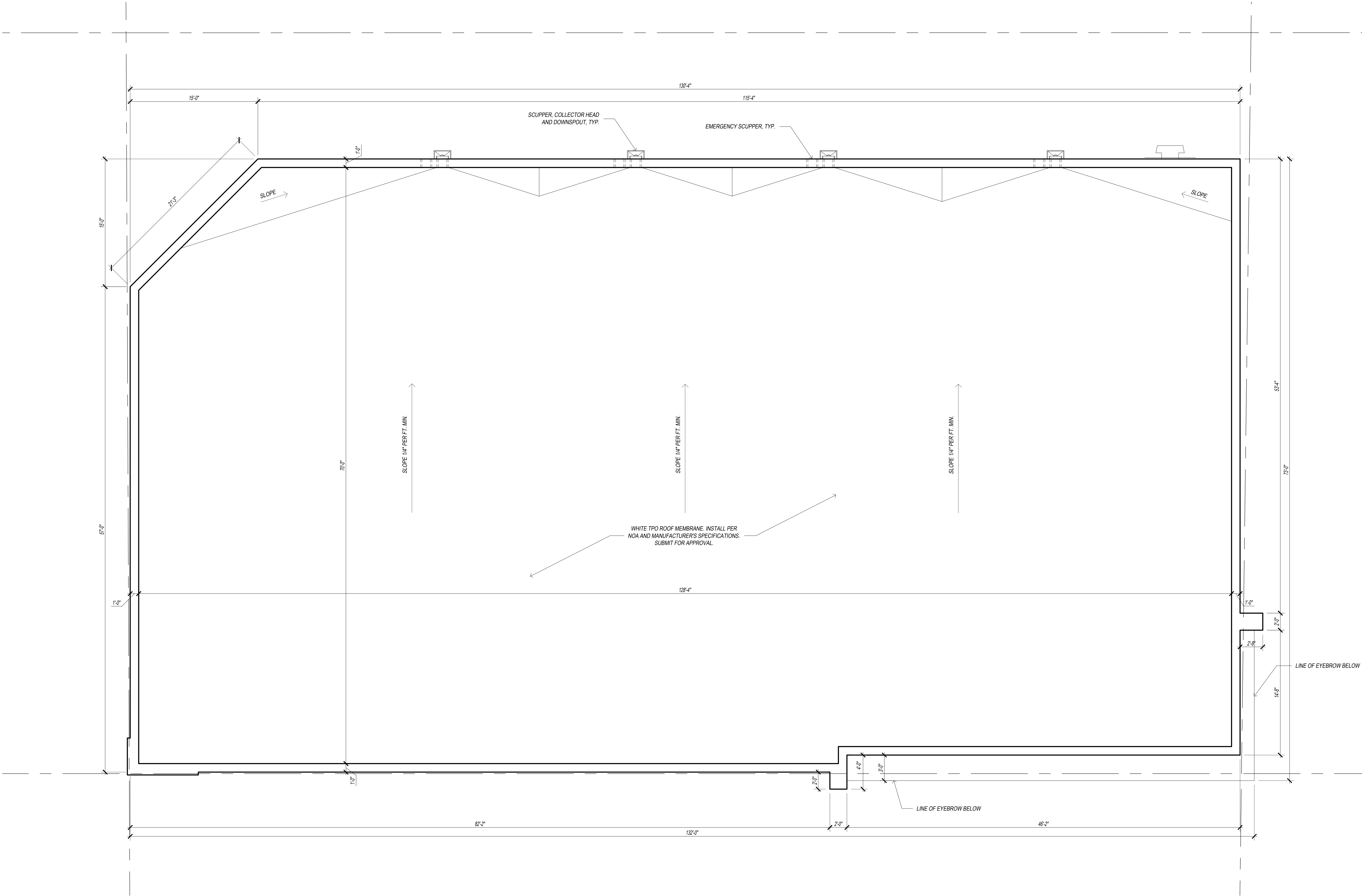
SHEET NUMBER:

A-2

Digitally signed by
Maria X San Vicente
Date:
2022.11.10
09:07:48
-05'00'



MEZZANINE/ STORAGE PLAN
SCALE: 3/16" = 1'-0"



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PROJECT: 2204

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PROJECT NO.: 2204
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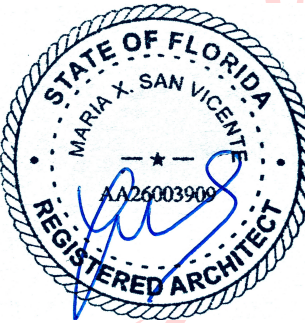
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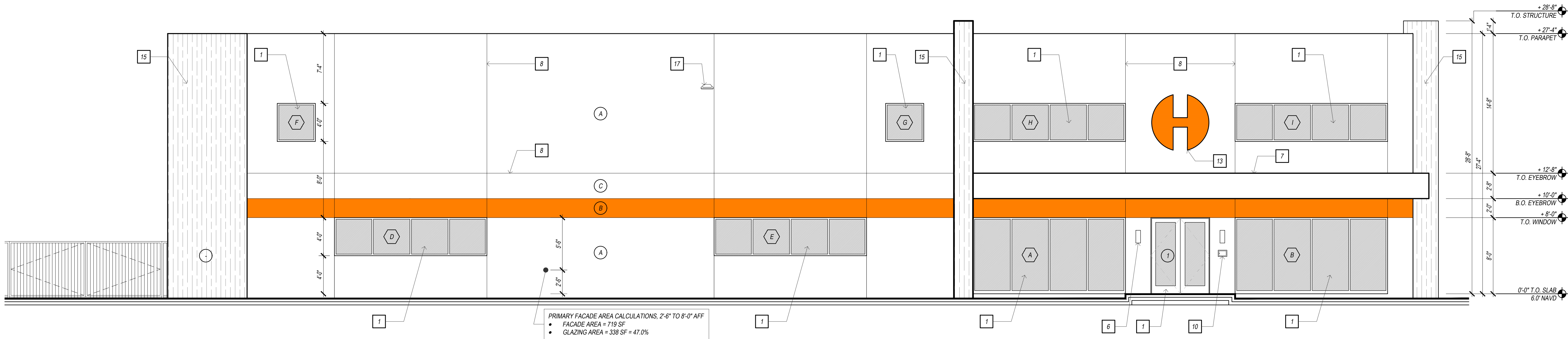
ROOF PLAN

SHEET NUMBER:

A-3

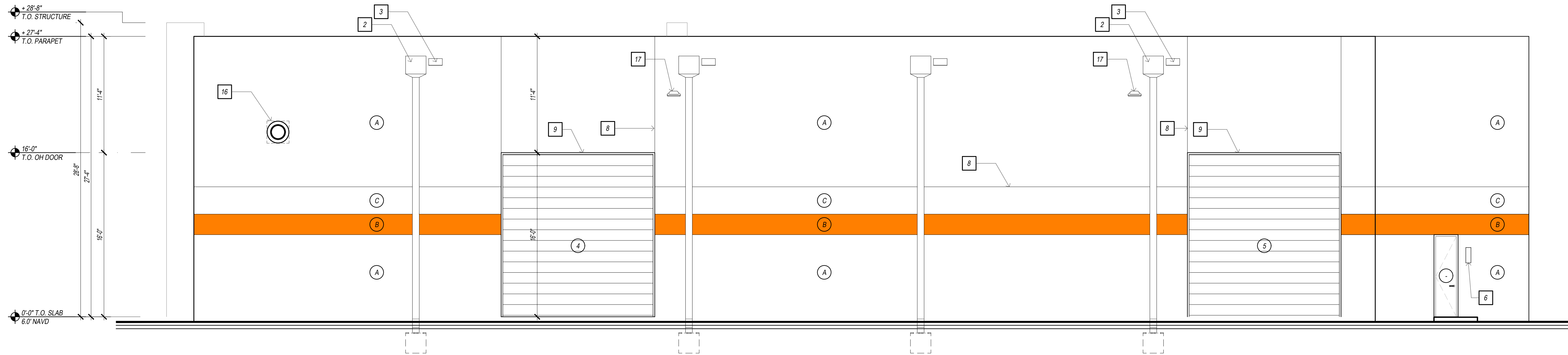
Digitally signed by Maria X San Vicente
Date: 2022.11.10 09:08:12 -05'00'





1 FRONT ELEVATION

SCALE: 3/16" = 1'-0"



1 REAR ELEVATION

SCALE: 3/16" = 1'-0"

ELEVATION KEYNOTES		ELEVATION KEYNOTES	
MARK	DESCRIPTION	MARK	DESCRIPTION
(A)	SKIP TROWEL FINISH STUCCO, COLOR #1	(8)	1/2 REGLET
(B)	SKIP TROWEL FINISH STUCCO, COLOR #2	(9)	ROLL-UP DOOR
(C)	SKIP TROWEL FINISH STUCCO, COLOR #3	(10)	RECESSED MAIL RECEPTACLE
(1)	ALUMINUM AND GLASS STOREFRONT SYSTEM WITH CLEAR GLASS	(11)	BOLLARD
(2)	6" SQUARE ALUMINUM DOWNSPOUT LEADER w/ COLLECTOR HEAD, SEE CIVIL FOR CONTINUATION	(12)	PORCELAIN TILE CLADDING
(3)	EMERGENCY OVERFLOW SCUPPER	(13)	CLIENT SIGNAGE
(4)	MECHANICAL EQUIPMENT, SCREEN PER ZONING CODE SECT. 275-170, SEE LANDSCAPE SHEETS	(14)	FLUSH PANEL DOOR
(5)	FENCE AND GATES, SEE SITE PLAN	(15)	TILE CLAD ACCENT WALL
(6)	WALL SCONCE	(16)	SIDE WALL VENTILATOR
(7)	FRAMED EYEBROW	(17)	LED WALL PACK



XBarchitecture, PLLC
2700 E Oakland Park, Suite C
Fort Lauderdale, FL 33306
office@xb-architecture.com

ISSUE FOR:

DRC 1ST SUBMITTAL 06/02/2022
DRC STAFF MEETING 06/29/2022
DRC 2ND SUBMITTAL 10/05/2022
PUBLIC HEARING 11/08/2022

CLIENT:

**HYDRASOURCE
CORPORATION**
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT: 2204

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

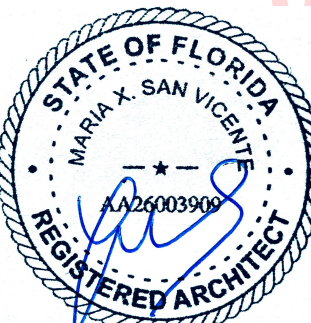
SHEET NAME:

ELEVATIONS

SHEET NUMBER:

A-4

Digitally
signed by
Maria X San
Vicente
Date:
2022.11.10
09:08:33
-05'00'



AR100207



XBarchitecture, PLLC
2700 E Oakland Park, Suite C
Fort Lauderdale, FL 33306
office@xb-architecture.com

ISSUE FOR:
DRC 1ST SUBMITTAL 06/02/2022
DRC STAFF MEETING 06/29/2022
DRC 2ND SUBMITTAL 10/05/2022
PUBLIC HEARING 11/08/2022

CLIENT:
HYDRASOURCE CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT: 2204
NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

SHEET NAME:

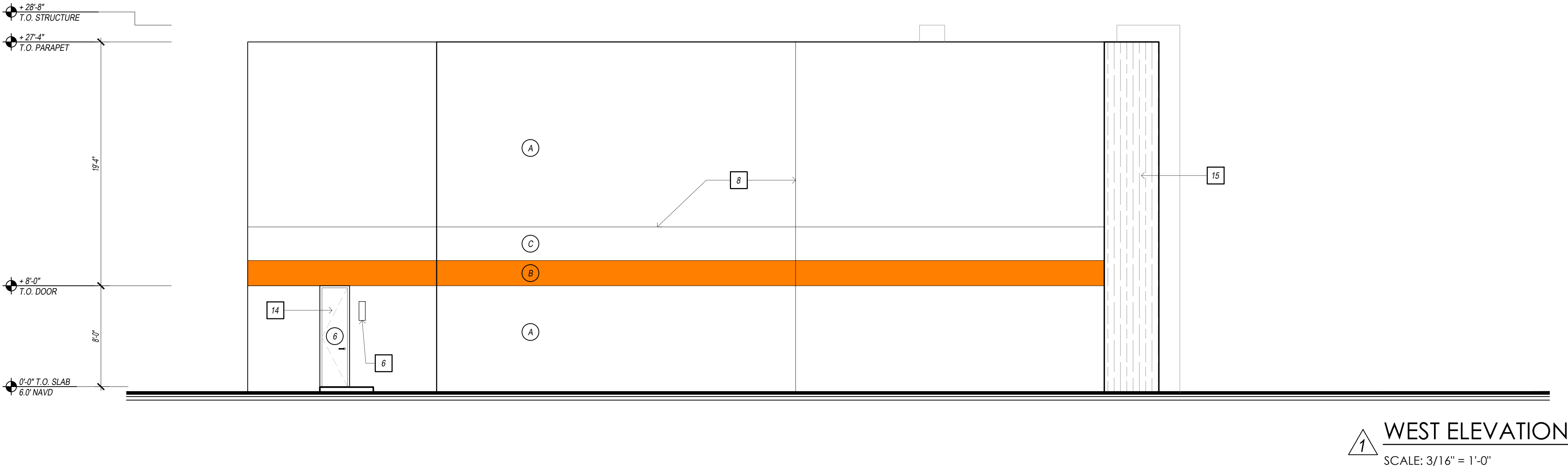
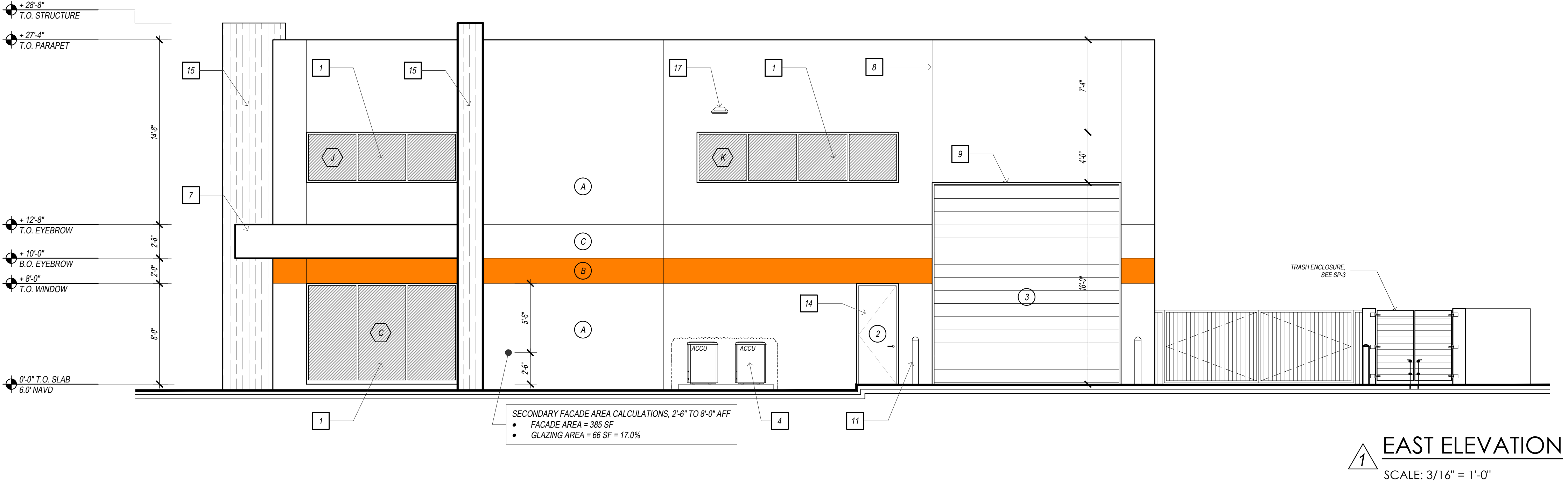
ELEVATIONS

SHEET NUMBER:

A-5

STATE OF FLORIDA
MARIA X. SAN VICENTE
REGISTERED ARCHITECT
AN200039X

Digitally signed by Maria X San Vicente
Date: 2022.11.10 09:08:59 -05'00'



ELEVATION KEYNOTES		ELEVATION KEYNOTES	
MARK	DESCRIPTION	MARK	DESCRIPTION
(A)	SKIP TROWEL FINISH STUCCO, COLOR #1	[8]	1/2 REGLET
(B)	SKIP TROWEL FINISH STUCCO, COLOR #2	[9]	ROLL-UP DOOR
(C)	SKIP TROWEL FINISH STUCCO, COLOR #3	[10]	RECESSED MAIL RECEPTACLE
[1]	ALUMINUM AND GLASS STOREFRONT SYSTEM WITH CLEAR GLASS	[11]	BOLLARD
[2]	6" SQUARE ALUMINUM DOWNSPOUT LEADER w/ COLLECTOR HEAD, SEE CIVIL FOR CONTINUATION	[12]	PORCELAIN TILE CLADDING
[3]	EMERGENCY OVERFLOW SCUPPER	[13]	CLIENT SIGNAGE
[4]	MECHANICAL EQUIPMENT, SCREEN PER ZONING CODE SECT. 275-170, SEE LANDSCAPE SHEETS	[14]	FLUSH PANEL DOOR
[5]	FENCE AND GATES, SEE SITE PLAN	[15]	TILE CLAD ACCENT WALL
[6]	WALL SCONCE	[16]	SIDE WALL VENTILATOR
[7]	FRAMED EYEBROW	[17]	LED WALL PACK



HYDRASOURCE
CORPORATION
3581 SW 26 TERRACE
DADE BEACH, FL 33312

PROJECT: 2204

NEW WAREHOUSE

3581 SW 26 TERRACE

DANIA BEACH, FL 33312

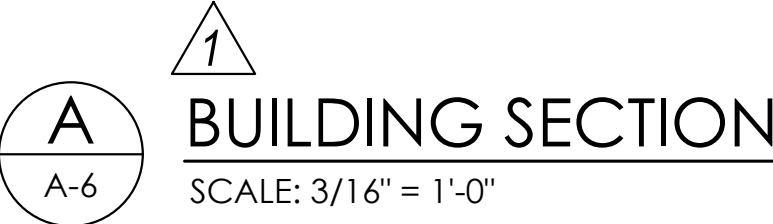
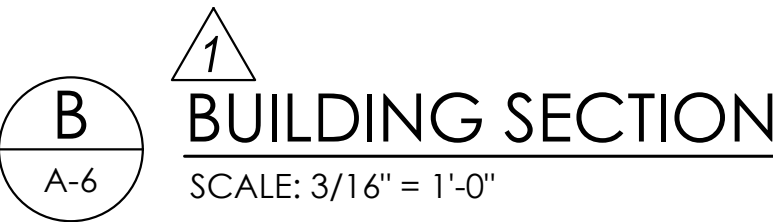
PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

BUILDING SECTIONS

SHEET NUMBER:

A-6

Digitally signed by Maria X Sa Vicente
Date: 2022.11.10 09:09:31 -05'00'





XBarchitecture, PLLC
2700 E Oakland Park, Suite C
Fort Lauderdale, FL 33306
office@xb-architecture.com

ISSUE FOR:

CLIENT:

HYDRASOURCE CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT: 2204

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

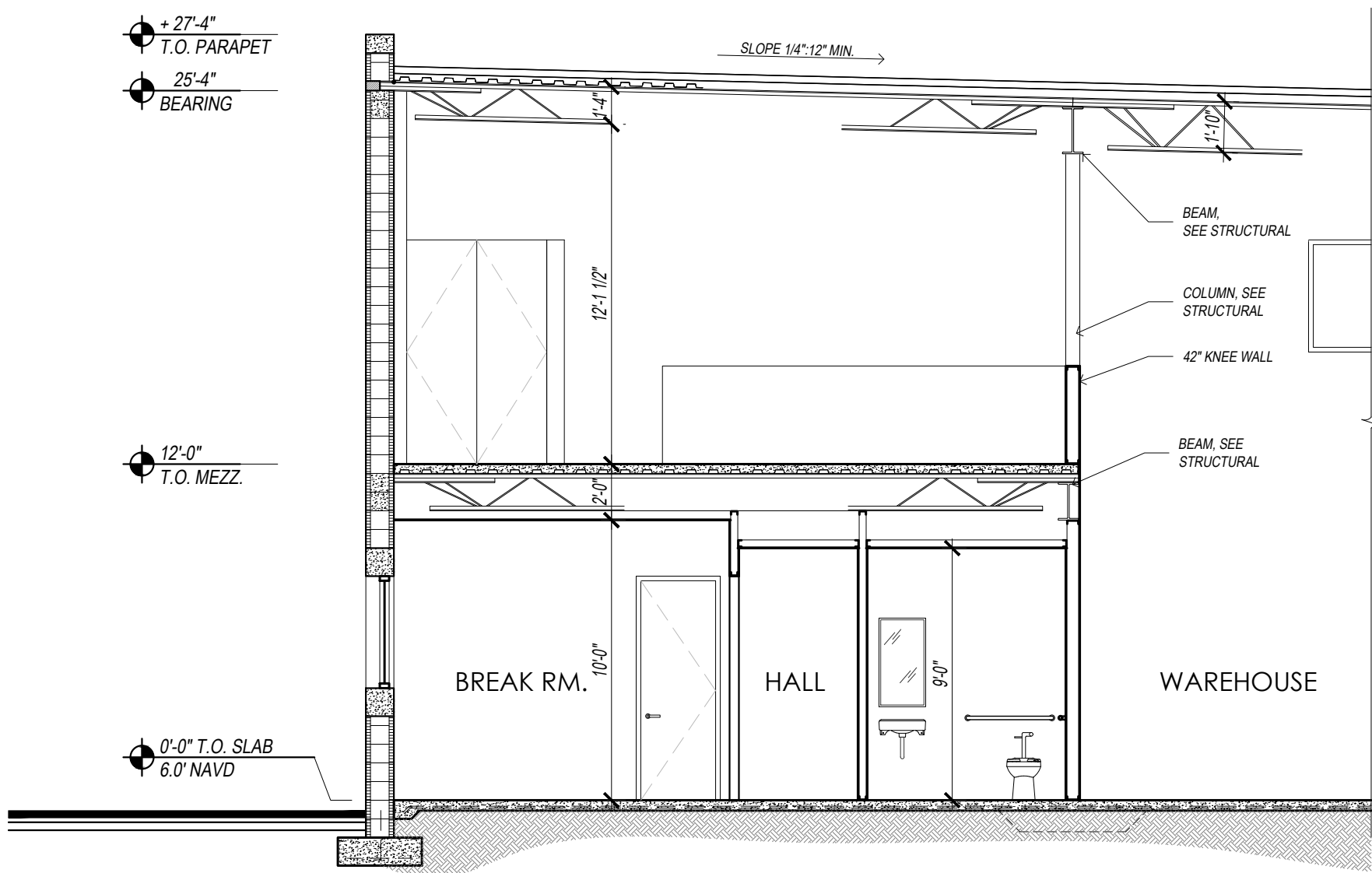
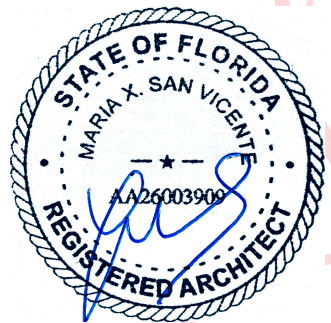
PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

SHEET NAME:

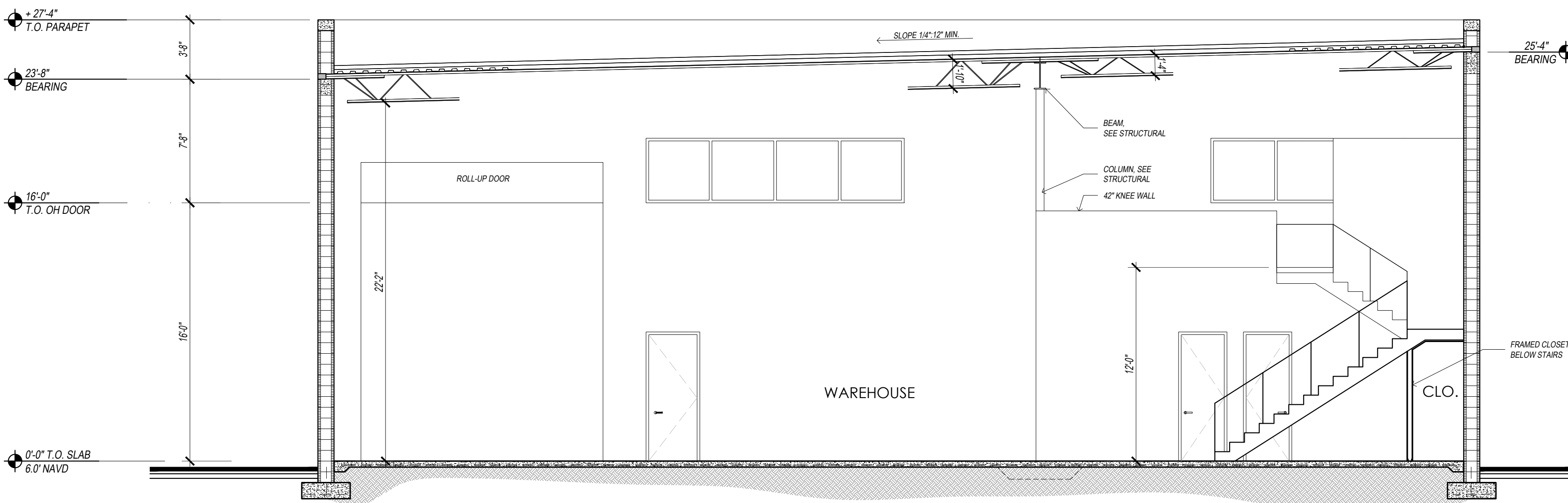
BUILDING SECTIONS

SHEET NUMBER:
NEW SHEET 1
A-7

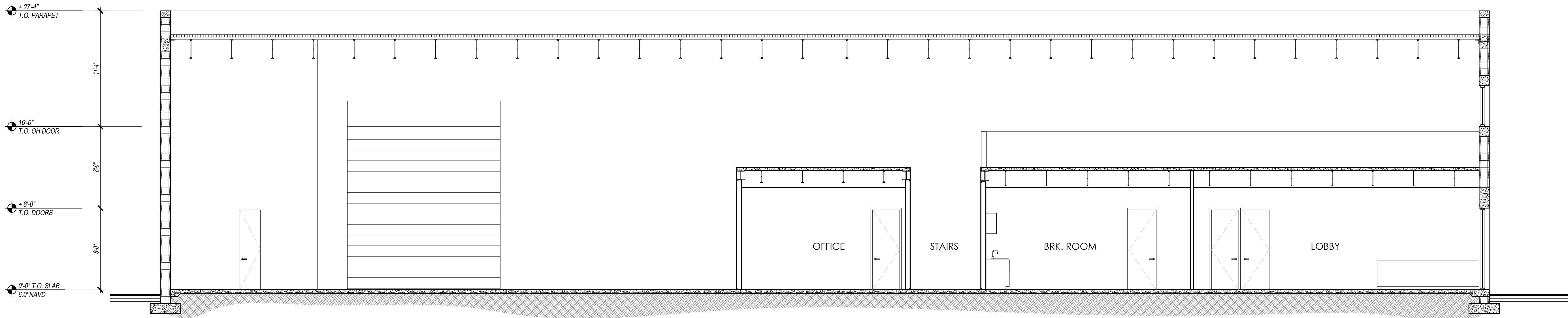
Digitally signed by
Maria X San Vicente
Date: 2022.11.10 09:10:06 -05'00'



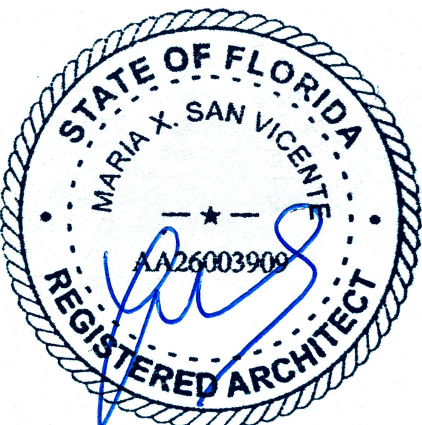
E BUILDING SECTION
A-7
SCALE: 3/16" = 1'-0"



D BUILDING SECTION
A-7
SCALE: 3/16" = 1'-0"



C BUILDING SECTION
A-7
SCALE: 3/16" = 1'-0"



Digitally signed by
Maria X San Vicente
Date: 2022.11.10 09:10:44 -05'00'



HYDRASOURCE WAREHOUSE

3581 SW 26 TERRACE

FILE: SP-055-22/ VA-079-22/
VA-080-22/ VA-093-22

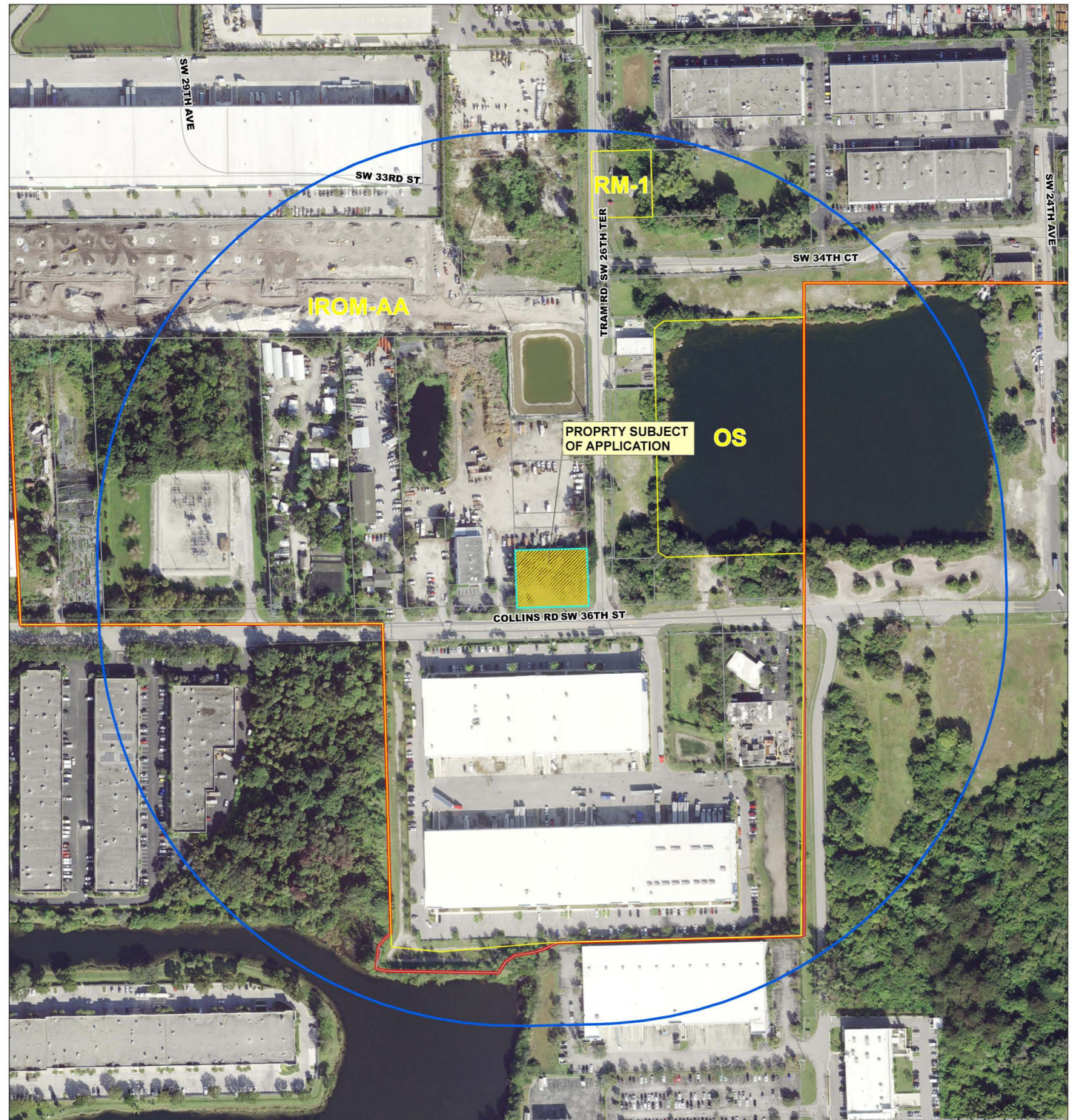
OWNER:HYDRASOURCE CORP

Legend

-  SUBJECT PROPERTY
-  1000' DISTANCE BUFFER



0 115 230 460 690 920 Feet





Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ **Site Plan**
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

RECEIVED

Date Rec'd: JUN 02 2022

Petition No.: SP-055-22

(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: 3581 SW 26 Terrace, Dania Beach, FL 33312

Lot(s): In process Block: In process Subdivision: JURADO

Recorded Plat Name: Jurado Plat (In process)

Folio Number(s): 504220000560 Legal Description: See attachment

Applicant/Consultant/Legal Representative (circle one) Henry JURADO

Address of Applicant: 2949 Hidden Harbour street, Dania Beach, FL 33312

Business Telephone: 954 668 4001 Home: _____ Fax: _____

E-mail address: HJ@Hydrasourcecorp.com

Name of Property Owner: Hydrasource Corp

Address of Property Owner: 2949 Hidden Harbour street Dania Beach, FL 33312

Business Telephone: 954 668 4001 Home: _____ Fax: _____

Explanation of Request: JURADO Plat, TO BUILD A 9174 SQ FT Warehouse Industrial Space
Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 0.57 Gross Acreage: 0.31 Prop. Square Footage: 24847 SQ Feet

Existing Use: Vacant Land Proposed Use: Industrial warehouse

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*)

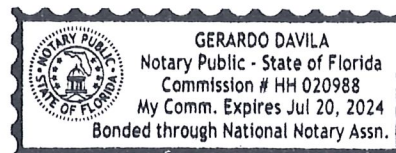
BEFORE ME THIS 31 DAY OF May, 2022

By:

Henry Jurado
(Print name of person acknowledging)

N/A
(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of _____)



Personally known _____ or Produced Identification ✓

Type of identification produced: _____ or Drivers License Florida

***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.***

LEGAL DESCRIPTION (JURADO PLAT):

All the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 56.87 feet North American Vertical Datum 1988 (NAVD 88), said parcel being described as follows:

A portion of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County Florida, lying West of the centerline of Old Tram Road, less the East 25.00 feet thereof and Less the South 35.00 feet thereof, more fully described as follows:

Commencing at the South one-quarter (S 1/4) of said Section 20; thence North 01°55'12" West, on the West line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 35.00 feet to the Point of Beginning; thence continuing North 01°55'12" West, on said West line, a distance of 137.00 feet; thence North 88°19'08" East, on the North line of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 182.54 feet; thence South 00°56'06" East, on the West right-of-way line of Tram Road (S.W. 26th Terrace - 50 feet right-of-way) a distance of 137.01 feet; thence South 88°19'08" West, on the North right-of-way line of Collins Road (S.W. 36th Street - 75 feet right-of-way), being a line 35.00 feet North of and parallel with the South line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 180.19 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 24,847 square feet or 0.5704 acres more or less.

3-17-22

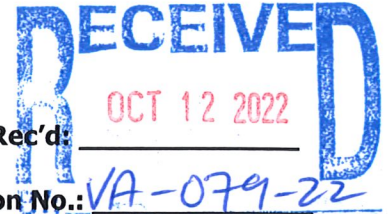


DANIA BEACH
SEA IT LIVE IT LOVE IT

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.: VA-079-22

(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. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3581 SW 26 Terrace, Dania Beach, FL 33312

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: JURADO

Folio Number(s): 50422000 0560 Legal Description: 3.172 OF W 1/2 OF SW 1/4 OF SW 1/4 W OLD TRAM ROAD

Applicant/Consultant/Legal Representative (circle one) Henry JURADO

Address of Applicant: 2949 Hidden Harbor St, Dania Beach, FL 33312

Business Telephone: 954-668-4001 Home: _____ Fax: _____

E-mail address: HJ@Hydrosourcecorp.com

Name of Property Owner: Hydrosource Corp/Henry JURADO

Address of Property Owner: 2949 Hidden Harbor St, Dania Beach, FL 33312

Business Telephone: 954-6684001 Home: _____ Fax: _____

Explanation of Request: Variance to code section 275-90

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 0.57 Gross Acreage: 0.81 Prop. Square Footage: 243345F

Existing Use: Vacant Land Proposed Use: Commercial Warehouse

Is property owned individually, by a corporation, association, or a joint venture? Corporation

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*)

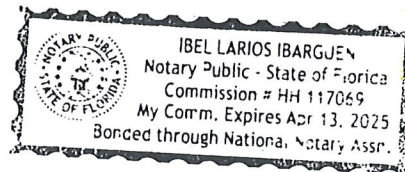
BEFORE ME THIS 12th DAY OF October, 20 22

By:

Henry Arturo Juado.
(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 J630-381-68-148-0

***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.***



3166-3168 Pembroke Road • Hallandale, FL 33009 • t 954.391.7479 • f 954.966.1005
email hj@hydrasourcecorp.com

December 6, 2022

JUSTIFICATION LETTER FOR CODE SECTION 275-90.

Section 275-90 requires a 5'-0" landscape buffer between the proposed vehicle use area and the abutting property. Due to site constraints, we have proposed sawtooth parking adjacent to north property line to provide triangular landscape islands which create a 5'-0" average buffer to meet the intent of the code section.

The proposed sawtooth parking meets the intent of the code section by providing a 5'-0" average buffer which conforms with the character of the surrounding properties and land uses. The project is in district IROM-AA, industrial district, and the proposed sawtooth parking is not aesthetically detrimental to the community.

The proposed project and requested variance are consistent with the development goals for the district. The land was purchased from Broward County with the intention of developing a warehouse / industrial building for my small business to operate from. The proposed project is similar to other recent and proposed construction in this industrial area of the city.

The property has two very large old-growth oak trees, and this project has been designed specifically to maintain these trees on the site. Maintaining the two oak trees has caused significant accommodation and sacrifice to the building footprint and parking locations. Being a good steward for the existing site conditions is the reason for the variance application.

The requested north vehicle use area buffer design is the minimum variance which will allow the proposed project to meet the intent of the code while preserving the character, health, safety, and welfare of the community.

Respectfully,

Henry Jurado, President
Hydrasource Corp.

hj@hydrasourcecorp.com

Mobile: 954.668.4001

Office: 954.391.7479



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.: VA-080-22

(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: 3581 SW 26 TERRACE, DANIA BEACH, FL 33312

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: JURADO

Folio Number(s): 5042 2000 0560 Legal Description: 5192 OF W 1/2 OF SW 1/4 OF SW 1/4 W OLD TRAIL ROAD

Applicant/Consultant/Legal Representative (circle one) HENRY JURADO

Address of Applicant: 2949 HIDDEN HARBOR ST, DANIA BEACH, FL 33312

Business Telephone: 954 668 4001 Home: _____ Fax: _____

E-mail address: HJ@HYDRASOURCECORP.COM

Name of Property Owner: HYDRASOURCE CORP. / HENRY JURADO

Address of Property Owner: 2949 HIDDEN HARBOR ST, DANIA BEACH, FL 33312

Business Telephone: 954 668 4001 Home: _____ Fax: _____

Explanation of Request: VARIANCE TO CODE SECTION 51A-30

Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 0.57 Gross Acreage: 0.81 Prop. Square Footage: 24834 SF

Existing Use: VACANT LAND Proposed Use: COMMERCIAL WAREHOUSE

Is property owned individually, by a corporation, association, or a joint venture? Corporation

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*)

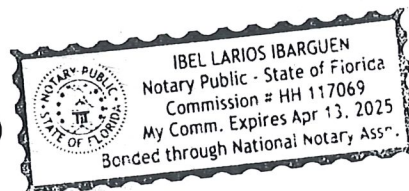
BEFORE ME THIS 12th DAY OF October, 2022

By:

Henry Arturo Jurado
(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 J630-381-68-148-0

***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.**



3166-3168 Pembroke Road • Hallandale, FL 33009 • t 954.391.7479 • f 954.966.1005
email hj@hydrasourcecorp.com

December 6, 2022

JUSTIFICATION LETTER FOR CODE SECTION 511-30 (P).

Section 511-30 (P) requires a minimum distance of eight feet between the front of any building and the parking area with a minimum 36" for landscaping. The proposed site design includes +/- 6'-2" space between parking area and the building on the primary façade and +/- 6'-6" space between parking area and the building on the secondary façade. The proposed design meets the intent of the code by providing more than the required 36" for landscape installation.

The requested 24" reduction to the required space between the building and parking area is compatible with the character of the surrounding properties and land uses. The project is in district IROM-AA, industrial district, and the proposed space reduction between the parking area and the building is not aesthetically detrimental to the community.

The proposed project and requested variance are consistent with the development goals for the district. The land was purchased from Broward County with the intention of developing a warehouse / industrial building for my small business to operate from. The proposed project is similar to other recent and proposed construction in this industrial area of the city.

The property has two very large old-growth oak trees, and this project has been designed specifically to maintain these trees on the site. Maintaining the two oak trees has caused significant accommodation and sacrifice to the building footprint and parking locations. Being a good steward for the existing site conditions is the reason for the variance application.

The requested reduction to the eight-foot space requirement to +/- 6'-6" and 6'-2" is the minimum variance which will allow the proposed project to meet the intent of the code while preserving the character, health, safety, and welfare of the community.

Respectfully,

Henry Jurado, President
Hydrasource Corp.

hj@hydrasourcecorp.com

Mobile: 954.668.4001

Office: 954.391.7479



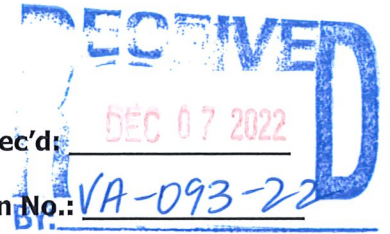
City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____



(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3581 SW 26 Terrace

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: JURADO

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: HENRY JURADO

Address of Property Owner: 2949 Hidden Harbour Street

Business Telephone: 954 668 4001 Home: _____ Fax: _____

Explanation of Request: Code section 265-50 Variance

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Vacant land Proposed Use: Warehouse Building

Is property owned individually, by a corporation, association, or a joint venture? Corporation

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

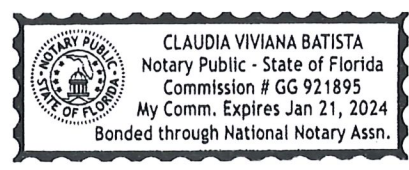
By: [Signature]
(Owner/ Agent signature*)

BEFORE ME THIS 7 DAY OF December, 2022

By:
Henny Gutado
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FL)



Personally known _____ or Produced Identification FL DL

Type of identification produced: _____ or Drivers License X

***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.***



3166-3168 Pembroke Road ● Hallandale, FL 33009 ● t 954.391.7479 ● f 954.966.1005
email hj@hydrasourcecorp.com

December 6, 2022

JUSTIFICATION LETTER FOR CODE SECTION 265-50.

Section 265-50 - schedule of minimum off-street parking requirements require 15 parking stalls, however the project as proposed only provides 13 stalls. We are requesting a variance for a 2-stall parking reduction. The proposed design meets the intent of the code by providing ample parking for the proposed use of the facility.

The requested 2-stall reduction is compatible with the character of the surrounding properties and land uses. The project is in district IROM-AA, industrial district, and the proposed parking stall reduction is not aesthetically detrimental to the community. The use of the proposed project is a machine shop with storage and ancillary administration. The proposed parking is more than sufficient for the current employees and any additional future employees. There will be very little customer traffic as hydrasource does not serve a retail client base. We do not anticipate the 2-stall reduction causing any concerns with parking counts and there no risk of overflow to the parking facilities as proposed.

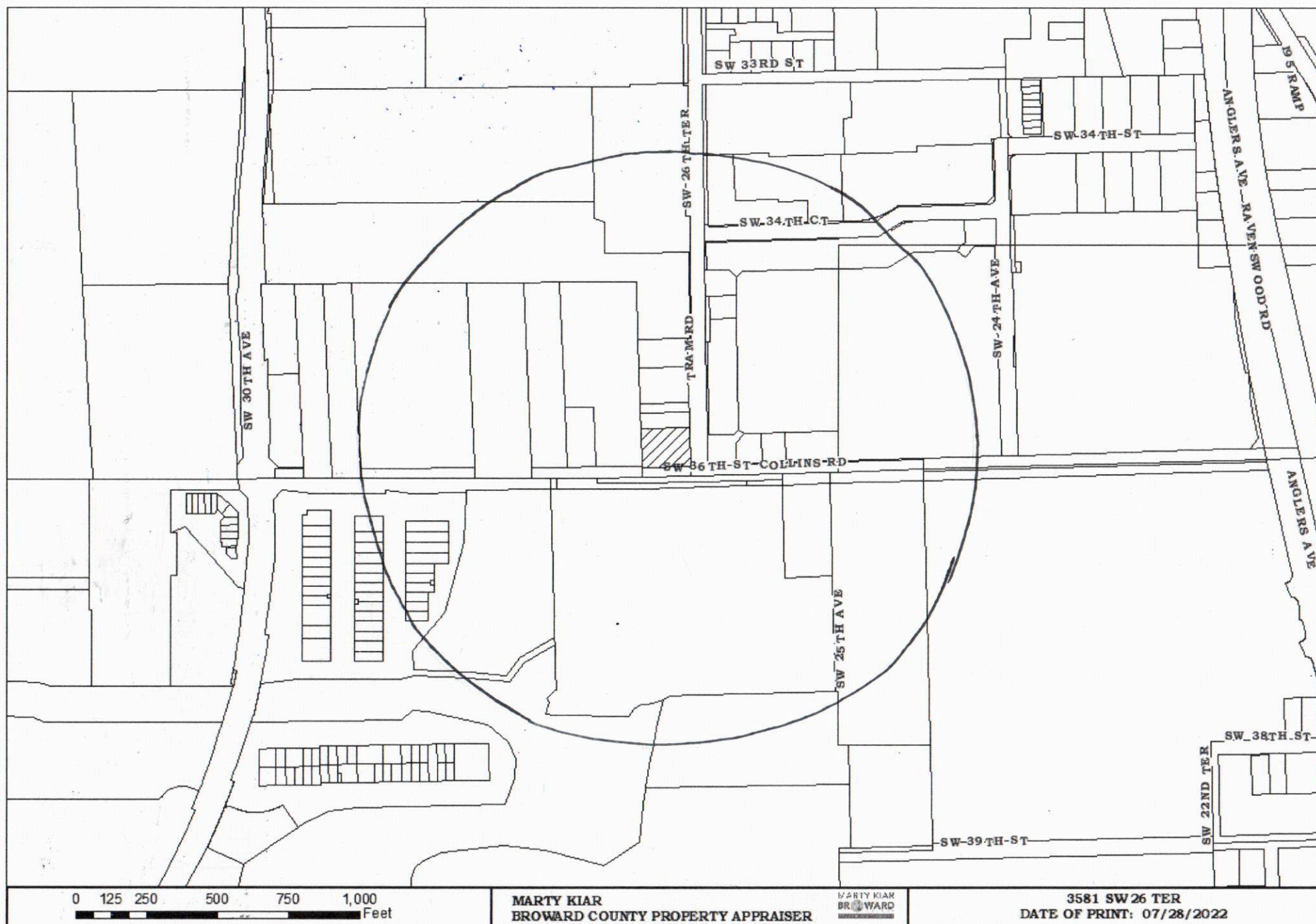
The proposed project and requested variance are consistent with the development goals for the district. The land was purchased from Broward County with the intention of developing a warehouse / industrial building for my small business to operate from. The proposed project is like other recent and proposed construction in this industrial area of the city.

The property has two very large old-growth oak trees, and this project has been designed specifically to maintain these trees on the site. Maintaining the two oak trees has caused significant accommodation and sacrifice to the building footprint, parking locations, and dumpster location. Being a good steward for the existing site conditions is the reason for the variance application.

The requested 2-stall reduction is the minimum variance which will allow the proposed project to meet the intent of the code while preserving the character, health, safety, and welfare of the community.

Respectfully,

Henry Jurado, President
Hydrasource Corp.
hj@hydrasourcecorp.com
Mobile: 954.668.4001





CERTIFICATION LETTER

City of Dania Beach

Date: August 16, 2022

Applicant: Hydrasource Corp.

General Location: 3581 SW 26 Terrace

This letter also certifies that the attached mailing list is a complete and accurate representation of the property within 1,000 feet of the subject property. This reflects the records on file in the Broward County Property Appraiser's office as of July 28, 2022.

This letter certifies that the attached notice was mailed on August 16, 2022.

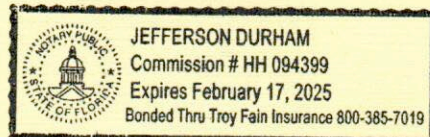
Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Mathews", is written over a horizontal line.

Christina Mathews

Sworn and subscribed before me this 16th day of
August, 2022.

Signature of Notary



1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com



3166-3168 Pembroke Road ● Hallandale, FL 33009 ● t 954.391.7479 ● f 954.966.1005
email hj@hydrasourcecorp.com

August 15, 2022

RE: Proposed Industrial Building, Hydrasource Corporation
City Application PL-054-22 and SP-055-22

To Our Neighbors,

I am writing to inform you of my proposal to construct an industrial building at 3581 SW 26th Terrace, the property is located at the corner of SW 26 Terrace and SW 36 Street. I purchased this property from Broward County to move my business from its current location, I am also a resident of Dania Beach. I have submitted application to the City of Dania Beach for re-platting of the property and for development review of the proposed building.

We will be keeping the two old-growth oak trees that are currently on the site and have developed plans for a 9,179 SF building with attractive architecture consistent with other recent development in the neighborhood. The primary use of this business is a machine shop with an accessory office and storage area.

I have enclosed a reduced size copy of the site plan and color images of the proposed primary elevations.

Feel free to contact me directly with questions or comments:

Henry Jurado, President
Hydrasource Corp.

hj@hydrasourcecorp.com

Mobile: 954.668.4001

Office: 954.391.7479



XBarchitecture, PLLC
2700 E Oakland Park, Suite C
Fort Lauderdale, FL 33306
office@xb-architecture.com

ISSUE FOR:

DRC 1ST SUBMITTAL 06/02/2022
DRC STAFF MEETING 06/29/2022
DRC 2ND SUBMITTAL 08/04/2022

CLIENT:

**HYDRASOURCE
CORPORATION**
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT: 2204

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

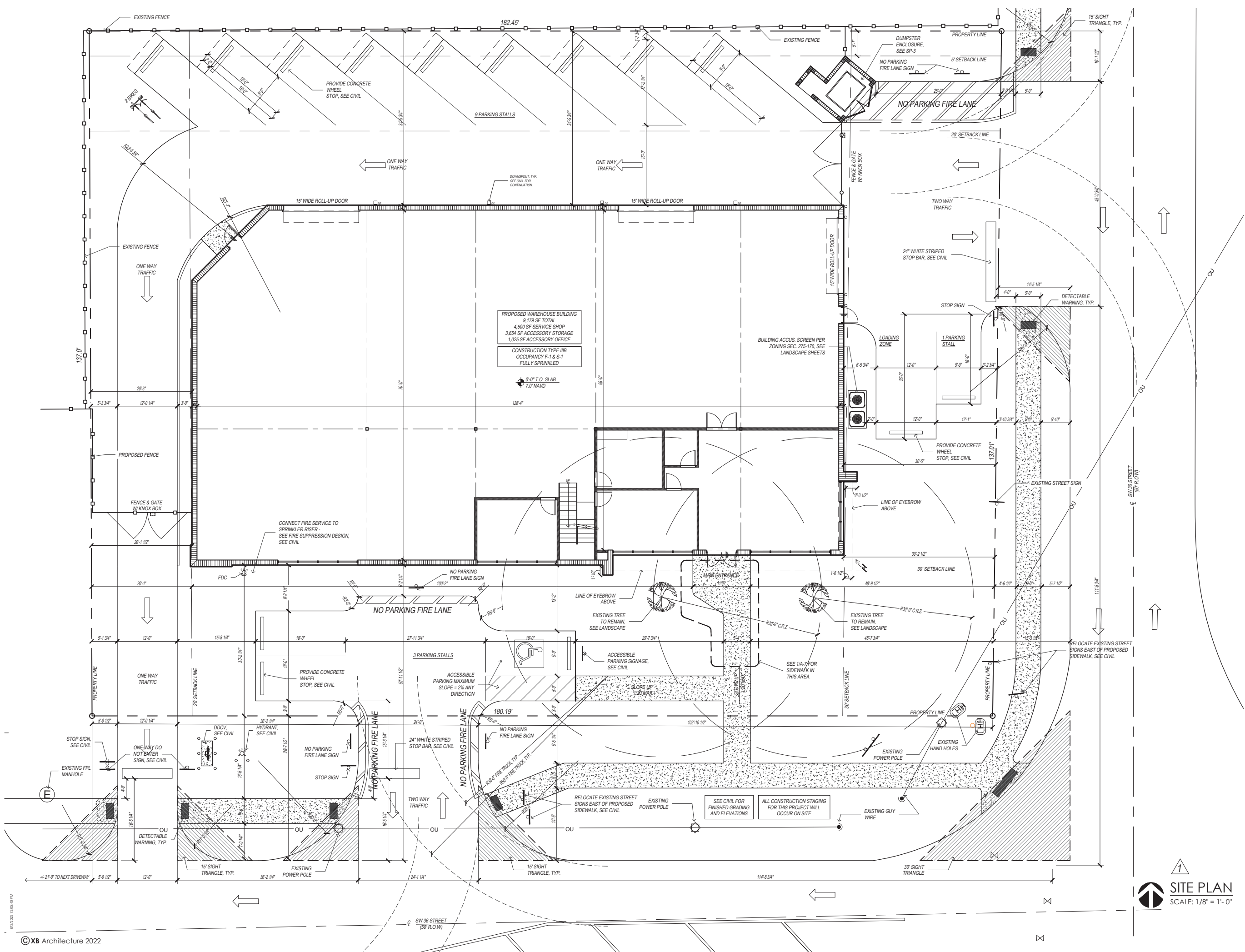
PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

SHEET NAME:

SITE PLAN

SHEET NUMBER:

SP-2.0



SITE PLAN
SCALE: 1/8" = 1'-0"



HYDRASOURCE CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312



XBarchitecture, PLLC
2700 E Oakland Park, Suite C
Fort Lauderdale, FL 33306
office@xb-architecture.com

ISSUE FOR:

DRC 1ST SUBMITTAL 06/02/2022
DRC STAFF MEETING 06/29/2022
DRC 2ND SUBMITTAL 08/04/2022

CLIENT:

HYDRASOURCE CORPORATION
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT: 2204

NEW WAREHOUSE
3581 SW 26 TERRACE
DANIA BEACH, FL 33312

PROJECT NO.: 2204
DRAWN BY: GC / JB
CHECKED BY: XSV / JB
DATE: 02.11.2022

SHEET NAME:

RENDERINGS

SHEET NUMBER:

R-0

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Public
Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK, AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH

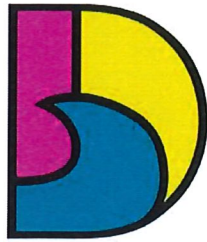
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

OT-059-22 ILA Beach annexation FDOT land from Hollywood Memo, O-2023- Hollywood and BC Interlocal Service Boundary Agreement (OT-059-22) for Annexation of Hollywood Land within Ocean Front Park, Location Map_ ILA for Beach Annexation



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: January 10, 2023

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager
Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2022.12.28 07:43:16 -05'00'

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager **Candido Sosa-Cruz** Digitally signed by Candido Sosa-Cruz
Date: 2022.12.29 13:33:12 -05'00'
Eleanor Norena, CFM, Director 

SUBJECT: **OT-059- 22:** The City is requesting to annex land owned by the Florida Department of Transportation and located in the City of Hollywood.

Request

To annex land owned by the Florida Department of Transportation (FDOT) into the City of Dania Beach from the City of Hollywood.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

Background

Part of the City's Oceanfront Park is owned by FDOT, the remainder of the land is owned by the City. Additionally, the park is partly in the jurisdiction of Hollywood, and the remainder in the jurisdiction of Dania Beach.

The parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by FDOT. The FAU parking area is jurisdictionally located within the city limits of Dania Beach and the City of Hollywood.

It has been the City's goal to work with FAU, so that the City can repurpose the FAU parking lot by building a public parking garage. The garage would house all the required parking for FAU but would also provide the City overflow parking for its beach, and for its two restaurants, the Quarterdeck and the Lucky Fish (currently under development). To proceed with this parking garage plan, the City will need to undertake several tasks of negotiating with FAU for the use of the parking lot, and to obtain title to the portion of land that is part of FAU's parking lot that is owned by FDOT. FDOT has agreed, in theory, to transfer the FDOT parcel (within the FAU parking area) to the City, provided the land is located within the City's jurisdictional limits. As indicated above, some of the land is

located within the jurisdictional limits of the City of Hollywood. This land, as identified at Exhibit A to the Resolution, is the area sought for annexation.

This proposed transfer/annexation would enable the City to control all the land needed to construct a new structured parking lot for the public. To proceed with negotiations with FDOT and with FAU (to repurpose the FAU leased parking area, to be a parking garage with FAU parking and City public parking), the City is seeking to annex the area of FDOT land within the FAU parking area that is located within the City of Hollywood.

On July 12, 2022, the City Commission approved Resolution No. 22-113, which authorized the start of negotiations with the City of Hollywood and Broward County of an Interlocal Service Boundary Agreement, pursuant to the authority contained in Chapter 171, Florida Statutes. Pursuant to that resolution the City asked to readjust their respective boundaries to provide that the FDOT Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits. On August 31, 2022, the Hollywood City Commission entertained the possible de-annexation of the .2 acres Parcel and directed staff to initiate negotiations with the City of Dania Beach. The Cities met and the City Commission of Dania Beach provided direction to staff that any agreement for the use of the City's parking facility by Hollywood Citywide residential Parking Permit holders be for a term less than "perpetuity." Ultimately, on October 25, 2022, the Dania Beach City Commission, informally authorized four, five-year terms during which Hollywood Citywide Residential Parking Permit Holders could park at the City's parking garage at the Oceanfront park. The actual terms discussed are as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.
- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.

On December 7, 2022, the City of Hollywood City Commission unanimously approved the draft Interlocal Service Boundary Agreement, at first reading, with the above conditions, and recommended three additional conditions:

- (4) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in

20 years from execution of this Agreement, but the four - five year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five year periods expire.

- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 year or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.

The two subsections [(5) and (6)], are consistent with Florida Statute Section 171.203, which is the statute governing Interlocal Service Boundary Agreement. Subsection (4) simply confirms, that the Interlocal may only have a 20-year existence. If the parking garage is not built for several years, then the City of Dania Beach would not be providing Hollywood the full benefit of negotiations (the 4, 5-year periods). The covenant stresses the City's desire to honor the full 20-year period.

The City of Hollywood will have to hold a second and final hearing on the Interlocal Service Boundary Agreement. The City of Dania Beach will need to hold a second and final hearing, as well. Then, the finalized item would be presented to Broward County, at one hearing, for approval. Broward County has not requested any conditions to approval.

Simultaneous with the adoption the Interlocal Service Boundary Agreement, the City of Dania Beach will prepare a Future Land Use Map (FLUM) Amendment to the City's Comprehensive Plan to identify the proposed uses of the annexed land. This FLUM is a requirement of the Chapter 171, Florida Statute process.

The proposed Ordinance authorizing the Interlocal Service Boundary Agreement, is in the best interest and welfare of the residents of the City of Dania Beach and that it is not to the detriment of the City of Hollywood as it obtains no ad valorem taxes from FAU and is a small portion of a parcel that is being used as a parking lot. The City of Dania Beach is located adjacent to the Ft. Lauderdale/Hollywood Airport and the Ft. Lauderdale Seaport, the proposed parking garage would service the residents of Dania and Hollywood, as well as the many tourists that visit the greater Ft. Lauderdale area. The proposed parking garage would alleviate much of the trip congestion along AIA, due to the closure of Oceanfront Park due to a lack of access to the beach.

Budgetary Impact

Annexation of the subject land will assist the City with completing the process that would allow the City to negotiate with FDOT to obtain title to the portion of the parking lot owned by FDOT, and controlled by FAU, so that a public parking garage can be built at the beach for overflow parking. Any parking revenues eventually generated would be used to pay the debt service for the construction of the public parking garage.

Recommendation

Approve the ordinance at first reading and schedule second reading.

EAB/la

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK, AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, part of the City's Oceanfront Park is owned by the Florida Department of Transportation (FDOT), the remainder of the land is owned by the City, and part of the land owned by FDOT is located in the jurisdiction of Hollywood; and

WHEREAS, the parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through year 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by FDOT, and as indicated above, is partly (.2 acres) within the jurisdictional limits of the City of Hollywood; and

WHEREAS, it has been the City's goal to work with FAU and FDOT, so that the City can repurpose the FAU parking lot by building a public parking garage to provide the City overflow parking for its beach, and for its two restaurants, the Quarterdeck and the Lucky Fish (currently under development); and

WHEREAS, to negotiate with FDOT for ownership of its land within the FAU parking lot, all the land needs to be in the City's jurisdiction; and

WHEREAS, to proceed with the City's objective, the City needs to seek the annexation of FDOT's .2 acres of land located within the City of Hollywood; and

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act", provides counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing for the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, the City of Dania Beach, the City of Hollywood, and Broward County have the legal authority pursuant to the Interlocal Service Boundary Agreement Act, Section 163. 01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of

Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters; and

WHEREAS, the City of Dania Beach has requested the City of Hollywood to readjust their respective boundaries to provide that real property (.2 acres of land) be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits, which land is owned by the Florida Department of Transportation (FDOT) and is located in the City of Dania Beach's Oceanfront Park; and

WHEREAS, on July 12, 2022, the Dania Beach City Commission approved Resolution No. 2022-113, which authorized the start of negotiations with the City of Hollywood and Broward County of an Interlocal Service Boundary Agreement, pursuant to the authority contained in Chapter 171, Florida Statutes, which resolution asked the City of Hollywood to re-adjust its boundaries to provide that the FDOT Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits, and requested that Broward County also agree to this request; and

WHEREAS, on August 31, 2022, and pursuant to Section 171.203, Florida Statutes, the Hollywood City Commission adopted a responding Resolution (R-2022-242) to Dania Beach's and Broward County's request to negotiate an Interlocal Service Boundary Agreement to annex approximately 0.204 acres of land, owned by FDOT within the jurisdictional limits of the City of Hollywood and within Dania Beach's Ocean Front Park, as more particularly described in the attached Exhibit "A" ("subject parcel"); and

WHEREAS, on August 25, 2022, the County Commission authorized Resolution No. 2022-113, agreeing to proceed with the annexation/de-annexation process; and

WHEREAS, on December 7, 2022, the City Commission of the City of Hollywood approved Proposed Ordinance No. 2022-024, which, on first reading authorizes the entry into an Interlocal Services Boundary Agreement with Dania Beach and the County to contract .2 acres from the jurisdiction of Hollywood, with certain conditions; and

WHEREAS, the Interlocal Service Boundary Agreement attached as Exhibit "A" to this ordinance includes, among other objectives, the following revised negotiation points:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).

- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.
- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five-year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four - five-year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five-year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 year or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.

and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the residents of the City of Dania Beach as the City intends to construct additional public parking by constructing a parking garage at Oceanfront Park and includes the .2 acres of land being annexed from the City of Hollywood;

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 are incorporated in this Ordinance.

Section 2. That pursuant to Section 171.203(1), Florida Statutes, it approves and authorizes the execution, by the appropriate City officials, of the attached Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land attached as Exhibit “A”.

Section 3. That if any word, phrase, clause, subsection or section of this Ordinance is for any reason held unconstitutional or invalid, such invalidity shall not affect the validity of any remaining portions of this Ordinance.

Section 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on January 10, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

AFTER RECORDING RETURN TO:

CITY OF DANIA BEACH
ATTN: CITY CLERK
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

For Recording Purposes Only

**INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR
CONTRACTION AND ANNEXATION OF A PARCEL OF LAND**

between

CITY OF DANIA BEACH, FLORIDA,

and

CITY OF HOLLYWOOD, FLORIDA,

and

BROWARD COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR CONTRACTION AND ANNEXATION OF A PARCEL OF LAND (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF DANIA BEACH**, a municipal corporation in the State of Florida whose mailing address is 100 West Dania Beach Blvd., Dania Beach, Florida 33004 ("Dania Beach"), the **CITY OF HOLLYWOOD**, a municipal corporation in the State of Florida whose mailing address is 2600 Hollywood Blvd., Hollywood Florida 33020-4807 (hereinafter referred to as "Hollywood"), and **BROWARD COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "County").

WITNESSETH

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, this Agreement is being entered into pursuant to the legal authority of Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes; and

WHEREAS, the Florida Department of Transportation (FDOT) owns a parcel of land that is partially located within the jurisdictional limits of the City of Hollywood and consists of approximately .2 acres, and a graphical depiction of which is attached hereto as Exhibit "A" ("Parcel"); and

WHEREAS, Dania Beach and Hollywood desire to readjust their respective boundaries to provide that Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, once the land is annexed within the jurisdiction of Dania Beach, Dania Beach will negotiate with FDOT to purchase the .2 acres from FDOT, so that Dania Beach can ultimately join all its land together in a sufficient size to be able to construct a public parking garage for Dania Beach's Beachfront Park; and

WHEREAS, the parcel is contiguous to the jurisdictional limits of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of Dania Beach if such parcel were not currently within the jurisdictional limits of Hollywood;

WHEREAS, the parties desire to and hereby waive the requirements of Chapter 171, Part I, Florida Statutes to the extent necessary to allow Dania Beach to annex the Parcel; and

WHEREAS, on July 22, 2022, Dania Beach issued Resolution No. 2022-113, requesting that the County and Hollywood negotiate an interlocal to authorize Dania Beach to annex the .2 acres of land from Hollywood; and

WHEREAS, on August 23, 2022, the County approved Resolution No. 2022-361, authorizing the County to negotiate with the parties to proceed with the annexation process; and

WHEREAS, on August 31, 2022, Hollywood issued Resolution 2022-242, authorizing certain negotiation points for Dania Beach to consider in order to move forward with an interlocal agreement; and

WHEREAS, Hollywood and Dania Beach have come to an agreement on the conditions for authorizing the annexation into Dania Beach of the .2 acres of land; and

WHEREAS, the County joins this Agreement to consent to the agreement reached between Dania Beach and Hollywood as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. Effective Date.

In order to approve this Agreement, Dania Beach and Hollywood shall each adopt an ordinance approving this Agreement and its execution and delivery, and specifically make reference to the approval of the contraction of the Parcel from Hollywood and its annexation into Dania Beach. Dania Beach and Hollywood agree to coordinate on the form of the ordinances they respectively plan to adopt to approve this Agreement. The effective date ("Effective Date") of this Agreement shall be the date when all of the following has been satisfied: (i) an ordinance is adopted by Dania Beach approving this Agreement and Dania Beach has executed this Agreement; (ii) an ordinance is adopted by Hollywood approving this Agreement and Hollywood has executed this Agreement; and (iii) the County has approved and executed this Agreement.

SECTION III. Annexation from Hollywood.

On the Effective Date of this Agreement, Parcel B is hereby contracted (subtracted) from the jurisdictional limits of Hollywood and simultaneously annexed into the jurisdictional limits of Dania Beach. Thereafter, Dania Beach shall have jurisdiction of the Parcel for all purposes, and within a reasonable period of time Dania Beach shall take action to assign an Open Space & Recreational (PR) Future Land Use designation to the Parcel. FDOT, the current property owner of Parcel B, has consented to the simultaneous contraction of the Parcel from Hollywood and its annexation into Dania Beach.

SECTION IV. Conditions of Interlocal as to City of Hollywood.

Hollywood and Dania Beach agree as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from

the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.

- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four - five year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 year or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20 year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.

SECTION VI. Term and Periodic Review.

Pursuant to Section 171.203(12), Florida Statutes, the term of this Agreement is for 20 years from the Effective Date. The parties agree to periodically review this Agreement every five years and to commence renegotiation of the terms of this Agreement no later than 18 years after its Effective Date.

SECTION V. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Broward County, Florida.

2. This Agreement shall be construed and enforced 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 expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall

inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

6. The parties will work together to take any further actions necessary to implement and achieve the objectives of this Agreement.

7. The parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8. This Agreement represents 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.

9. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the parties nor shall anything included herein be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

10. This Agreement is limited to the specific items set forth herein.

SECTION VI. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION VII. Recording.

Following its execution by Dania Beach, Hollywood and the County, this Agreement shall be recorded in the Official Records of Broward County, Florida.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

**APPROVED BY THE CITY OF DANIA BEACH CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2023.**

CITY OF HOLLYWOOD, a Florida municipal corporation

By: _____
Josh Levy, Mayor

Attest: _____
Patricia Cerny, City Clerk

Approved as to Legal Form and Correctness:

Douglas R. Gonzales, City Attorney

APPROVED BY THE CITY OF HOLLYWOOD CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

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

By: _____
Rene D. Harrod (Date)
Chief Deputy County Attorney

Copy sent to:
Carlos Martinez
District Right of Way Manager
Florida Department of Transportation
District Four
14200 W. State Rd. 84, Davie, FL

Exhibit "A"

SKETCH & DESCRIPTION FOR: **CITY OF DANIA BEACH**
(SEE SHEET 2 OF 2 FOR SKETCH)

SHEET 1 OF 2

DESCRIPTION:

THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FDOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



Digitally signed by
Richard D. Pryce
Date: 2022.05.23
09:50:07 -04'00'

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL

RICHARD D. PRYCE - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4038
STATE OF FLORIDA

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

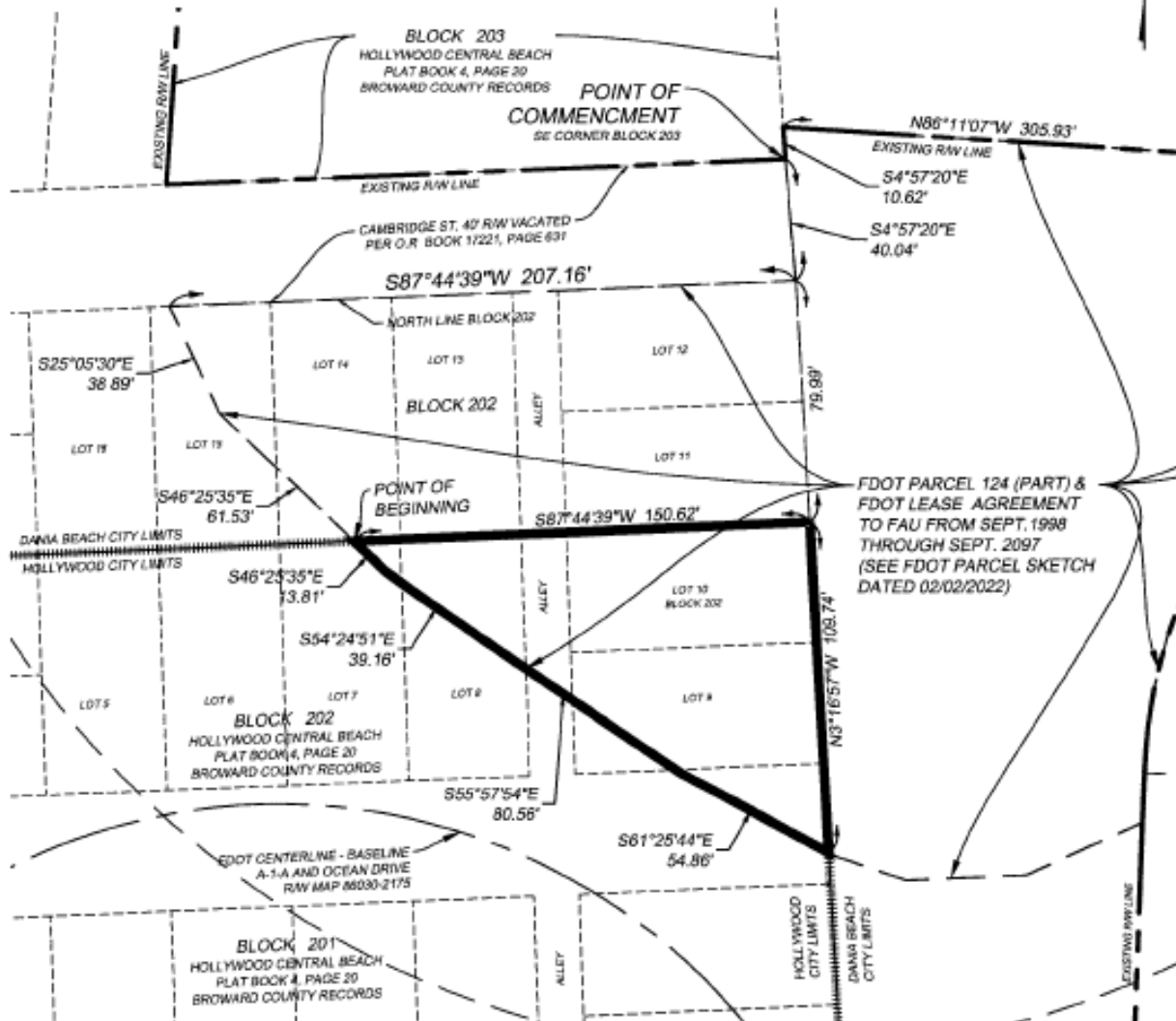
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3363 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX (954) 739-6400 TEL. (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 371
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

UPDATES and/or REVISIONS	DATE	BY	CK'D
JOB NO.: 11-0033	SHEET 1 OF 2		
DRAWN BY: RP	F.B. N/A	PG. N/A	
CHECKED BY: MM	DATED: 5/23/2022		

SKETCH & DESCRIPTION FOR: **CITY OF DANIA BEACH**
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

SHEET 2 OF 2



NOTES:
FAU = FLORIDA ATLANTIC UNIVERSITY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R. BOOK = OFFICIAL RECORDS BOOK
R/W = RIGHT-OF-WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE FDOT LEASE AGREEMENT AND THE FDOT PARCEL SKETCH SHOWN HEREON, WHICH ARE BASED ON FDOT R/W MAP SECTION 86030-2175

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLND_PART.DWG

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3883 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 730-0400 TEL: (954) 730-0400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 371
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

JOB NO.: 11-0033	PAGE 2 OF 2
DRAWN BY: RP	F.B. PG.
CHECKED BY: MM	DATED: 5/23/2022



INTERLOCAL SERVICE
BOUNDARY
AGREEMENT

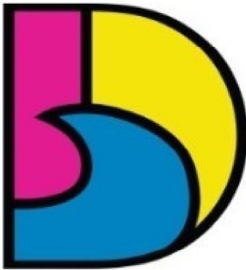
OT-059-22

SITE FOLIO:
514201023240

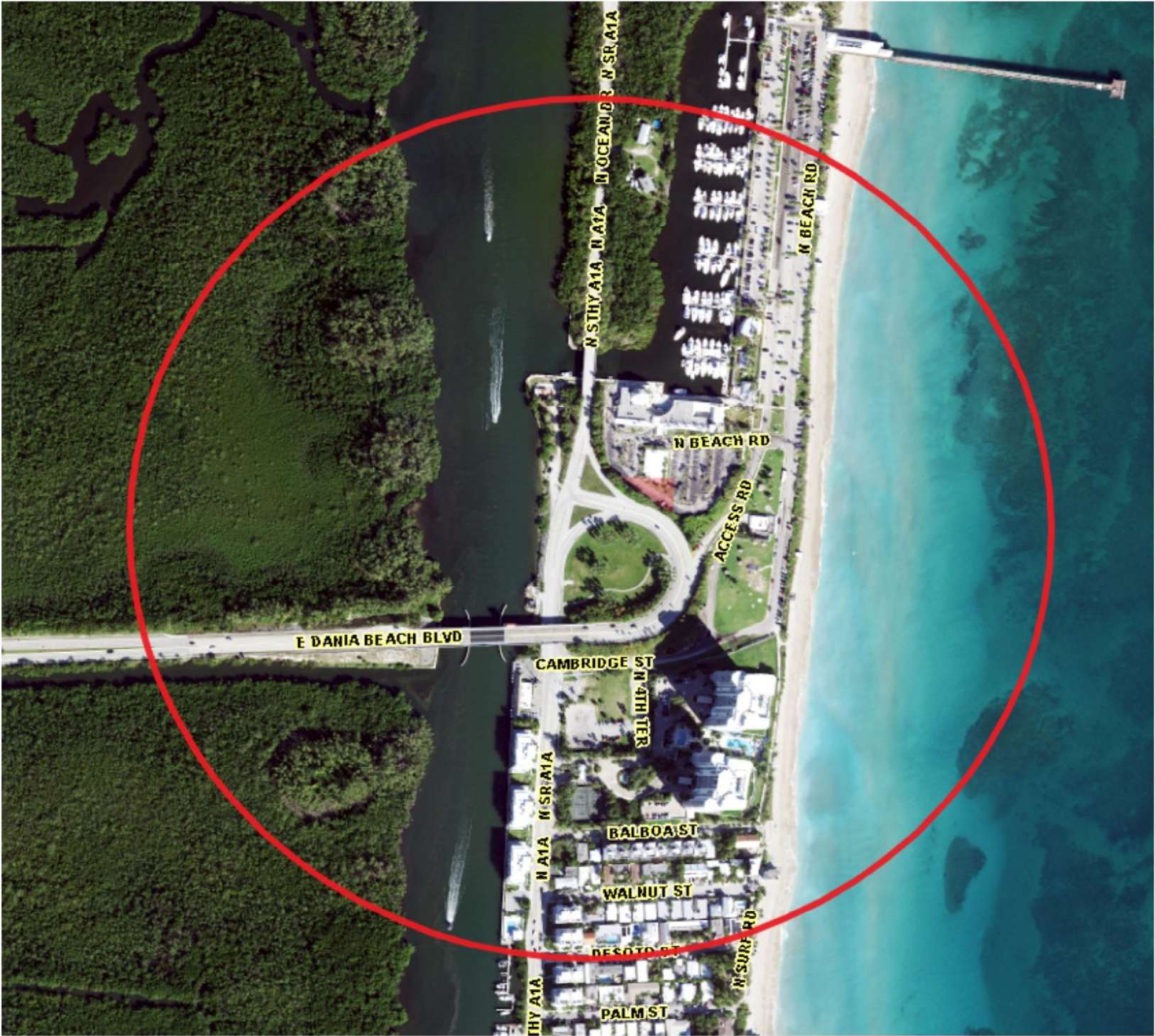
NORTH BEACH ROAD

Legend

- SUBJECT PROPERTY
- 1000' DISTANCE BUFFER



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28, THE “LAND DEVELOPMENT CODE”, PART 8, “TECHNICAL APPENDIX,” ARTICLE 811, “PUBLIC ART PROGRAM,” BY AMENDING ARTICLE 811 AT SECTION 811-20, “DEFINITIONS”, SECTION 811-30, “PUBLIC ART PLAN AND IMPLEMENTATION GUIDELINES”; SECTION 811-40, “ART AND ARTIST SELECTION CRITERIA; PUBLIC ART PROGRAM GUIDELINES” TO REQUIRE COMPLIANCE WITH PROCUREMENT GUIDELINES; SECTION 811-130, “PUBLIC ART ADVISORY BOARD”, AND SECTION 811-140, “MURAL GUIDELINES”, TO CLARIFY THAT ALL MURALS AND ART WORK, WHETHER PURCHASED WITH PUBLIC ART FUNDS OR NOT, AND WHETHER DONATED TO THE CITY OR PURCHASED BY THE CITY OR A THIRD PERSON WOULD REQUIRE REVIEW BY THE PUBLIC ART ADVISORY BOARD AND A RECOMMENDATION FROM SAID BOARD TO THE CITY COMMISSION

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

TX-087-22 Public Art amendment, O-2023- Text Amendment (TX-087-22) Amending Ch. 28, Art. 811, Public Art Program, to Require Procurement Compliance and PAAB Review and Recommendation, Public Art Text Amendment application



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

DATE: January 10, 2023

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 *Eleanor Norena, CFM*
Corinne Lajoie, AICP, Assistant Director *Corinne Lajoie*

SUBJECT: **TX-087-22:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, amending the Public Art regulations (FIRST READING).

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.12.22 09:17:38 -05'00'

Request:

TEXT AMENDMENT

Community Development is requesting to amend the City's Code of Ordinances to amend the Public Art regulations.

Background

On December 10, 2019, the City Commission established the Public Art Fund via Ordinance No. 2019-025. On April 26, 2022, the City Commission created and appointed the City's Public Art Advisory Board (PAAB) via Ordinance No. 2022-016.

The proposed text amendments were recommended for approval by the Planning and Zoning Board on December 21, 2022 and are intended to clarify the role of the PAAB, to not only review artwork to be purchased utilizing the Public Art Funds but to also review all artwork, including, but not limited to murals being donated to the City or purchases by the City without utilizing Public Art Funds. This clarification is to ensure all public art installed in the City is reviewed by the Public Art Advisory Board and is consistent with the adopted Public Art Master Plan and Guidelines.

The amendment also provides a definition of public art and confirms compliance with the City's Procurement Policy Guidelines for the selection of artists and art pieces. Any waiver of Procurement Policy Guidelines shall require a 4/5 vote of the City Commission and an explanation of why waiver of purchasing guidelines is recommended.

Recommendation

Approve the Text Amendment on first reading.

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE “LAND DEVELOPMENT CODE”, PART 8, “TECHNICAL APPENDIX,” ARTICLE 811, “PUBLIC ART PROGRAM,” BY AMENDING ARTICLE 811 AT SECTION 811-20, “DEFINITIONS”, SECTION 811-30, “PUBLIC ART PLAN AND IMPLEMENTATION GUIDELINES”; SECTION 811-40, “ART AND ARTIST SELECTION CRITERIA; PUBLIC ART PROGRAM GUIDELINES” TO REQUIRE COMPLIANCE WITH PROCUREMENT GUIDELINES; SECTION 811-130, “PUBLIC ART ADVISORY BOARD”, AND SECTION 811-140, “MURAL GUIDELINES”, TO CLARIFY THAT ALL MURALS AND ART WORK, WHETHER PURCHASED WITH PUBLIC ART FUNDS OR NOT, AND WHETHER DONATED TO THE CITY OR PURCHASED BY THE CITY OR A THIRD PERSON WOULD REQUIRE REVIEW BY THE PUBLIC ART ADVISORY BOARD AND A RECOMMENDATION FROM SAID BOARD TO THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2022, the City Commission created a Public Art Advisory Board (Board) to assist the City on the use of public art funds; and

WHEREAS, the City Commission desires to clarify the role of the Board, to not only review artwork to be purchased utilizing the Public Art Funds, but to also review all artwork, including but not limited to murals, being donated to the City, or purchased by the City, without utilizing Public Art funds; and

WHEREAS, the City Commission desires to require compliance with procurement procedures for selection of artists and art pieces, or requiring a 4/5 vote of the City Commission to waive the procurement requirements; and

WHEREAS, the City Commission wishes to implement the above referenced changes to Article 811;

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

Section 1. That Article 811 entitled the “Public Art Program,” is amended as follows:

CHAPTER 28
LAND DEVELOPMENT CODE
* * *
PART 8 TECHNICAL APPENDIX

ARTICLE 811. PUBLIC ART PROGRAM

ARTICLE 811. PUBLIC ART PROGRAM

* * *

Sec. 811-20. - Definitions.

Public Art means a work of visual art in a variety of media produced by a professional visual artist(s). Artworks may be permanent or functional. Artworks may include painting, sculptures, engravings, carvings, frescoes, murals, collages, mosaics, statues, tapestries, photographs, prints, drawings, ceramics, crafts, installations, digital and light-based works, fabric and textile works, earthworks, conceptual works, functional elements if designed by a professional artist, or such other visual art media as shall be deemed appropriate by the PAAB. Artworks may include a performance, participatory or time-based element. Public art shall not include artworks designed by the capital project designers or engineers, mass-produced artworks, reproductions of *original artworks*, or landscape architecture except where these elements are designed by a professional visual artist and/or are an integral part of the artwork by the artist.

Sec. 811-30. Public art plan,~~and implementation guidelines.~~

- (A) The City Commission shall adopt a public art plan. The public art plan and program ~~guidelines~~ shall be reviewed and recommended by the Public Art Advisory Board and shall be adopted by resolution of the City Commission. Amendments to the public art plan and program ~~guidelines~~ shall be reviewed and adopted in the same manner as the initial public art plan and program ~~guidelines~~.
- (B) The City Commission shall make final decisions for all public art acquisitions in accordance with this article and the public art plan and implementation guidelines.
- (C) The City Commission may desire to install murals, or other pieces of public art, not utilizing public art funds. Any such project shall also be required to go to the Public Art Advisory Board for review and recommendation, consistent with the City's public art plan.

* * *

Sec. 811-40. Art and artist selection criteria; public art program guidelines.

The City Commission shall establish procedures and selection criteria for selection and acquisition of art to be purchased from the resources of the public art fund in accordance with the criteria and standards set forth in the adopted public art program guidelines, as may be amended from time to time. The City Manager and City Attorney will negotiate and execute

appropriate contracts necessary for the acquisition of public art. Funds may be aggregated to acquire public art.

All selection of artists or of art pieces recommended by the Public Art Advisory Board shall comply with the City's Procurement Policy guidelines as set forth by the City's Finance Department, and shall be approved by the City Commission, regardless of the cost. Any waiver of the call to artists or Procurement Policy guidelines shall require an explanation of why waiver of purchasing guidelines is recommended.

* * *

Sec. 811-130. Public Art Advisory Board.

There shall be created a Public Art Advisory Board whose membership, meetings, duties, and other responsibilities are as described below:

* * *

(D) *Duties.* The board shall review and propose artwork items to be acquired under the City public art program. The board shall issue a recommendation to the City Commission for all artwork program acquisitions in accordance with this division. The board shall oversee the public education, and curatorial aspects of the program. The City Manager, or his/her designee shall provide support to the City-designated Public Art Consultant and Board. City Manager, or designee, shall prepare a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the City Commission. The board shall screen submissions and will recommend to the City Commission for final authorization for each acquisition not more than three (3) possible selections, which may be existing works of art or new works or art or new commissions. That the duties and responsibilities of such Board shall be to:

- (i) Review and assist with defining the scope of collections for the City's Public Art Collection;
- (ii) Review applications from private developers submitted to meet the City's requirement for public art;
- (iii) Collaborate with the City Manager on the development of the Annual Public Art Plan;
- (iv) Recommend approval of the Annual Public Art Plan to City Commission;
- (v) One (1) member will chair Artist Selection Panel meetings for each project and communicate Panel recommendations;
- (vi) Review the Public Art Plan as needed;
- (vii) Maintain current knowledge of developments and issues in the visual arts and public art;
- (viii) Attend dedication ceremonies for new public art projects;
- (ix) Participate in community engagement activities for public art;
- (x) Ensure that public art is placed in all sectors of the City.
- (xi) The City Commission may desire to install murals, or other pieces of public art, not utilizing public art funds. Any such project shall also be required to go to the Public

Art Advisory Board for review and recommendation, consistent with the City's public art plan.

Sec. 811-140. Mural guidelines.

* * *

- (B) *Eligibility.* Any individual or organization wishing to create an outdoor mural in the City of Dania Beach must apply for approval through the Dania Beach Public Art Program, regardless of the funding source. Applicants may be:
- (1) An individual artist or group of artists.
 - (2) A business or building owner.
 - (3) A not-for-profit organization, such as a neighborhood association, educational or community organization. Federal tax-exempt status 501(c)(3) is not required.
 - (4) The City of Dania Beach utilizing the public art fund, utilizing general fund monies, or in collaboration with third-party donations.

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 part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading and will be codified.

PASSED on first reading on January 10, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
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: 11/14/22

Petition No.: TX-087-22

(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

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Public Art Ordinance amendment of Chapter 28, Part 8, Sec. 811-30, Sec 811-110, Sec 811-130, Sec 811-140.
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 14th DAY OF November, 2022

By:

Eleanor Moreno
(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.***

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, December 28, 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
Patricia Silva pattycake33004@yahoo.com	December 13, 2022	November 2022 through November 2026	Ryan
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
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
		November 2020 through November 2024	Salvino

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, December 28, 2022**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
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
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

**GREEN ADVISORY BOARD
MEMBERSHIP
Tuesday, January 03, 2023**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Michael Porter 685 S.E. 4 th Court Dania Beach, FL 33004 954-444-2599 mporter685@gmail.com	December 13, 2022	November 2022 through November 2026	Ryan
Joanna Granett 450 SE 7th Street, #251 Dania Beach, FL 33004 954-483-7055 jgranett1@gmail.com	February 8, 2022	November 2020 through November 2024	Davis
Alexis Guillen 4410 SW 26th Avenue Dania Beach, FL 33312 305-804-3309 aguillen@redesign.co	May 25, 2021	November 2020 through November 2024	James
		November 2020 through November 2024	Salvino
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	November 21, 2022	November 2022 through November 2026	Lewellen

The Board Members shall have experience, expertise or training in the areas of energy demandside management, LEED or green building standards, renewable energy technologies or related fields.

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, December 28, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754-802-4217 JohnHeatherHolmes@gmail.com	May 11, 2021	November 2020 through November 2022	Lewellen
Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	July 13, 2021	November 2020 through November 2024	James
Deborah Bell 713 SW 3 rd Street Dania Beach, FL 33004 954-292-0757 Deborock87@gmail.com	February 23, 2021 (appointment taken over from Mayor James on June 14, 2022)	November 2020 through November 2024	Davis
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 9, 2021	November 2020 through November 2024	Salvino
Gunnar Sage Magliocca 317 SE 6 th Street Dania Beach, FL 33004 gsmagliocca@gmail.com	December 13, 2022	November 2022 through November 2026	Ryan

PLANNING & ZONING BOARD
MEMBERSHIP
Thursday, January 05, 2023

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Jonathan L. Thomas 2337 Anchor Court Dania Beach, FL 33312 954-907-0460 954-244-5444 Thomasjonathan995@ymail.com	November 21, 2022	November 2022 through November 2024	James
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 561-361-3199 (W) qrobertson@att.net	November 21, 2022	November 2022 through November 2024	Lewellen
Derrick Hankerson 746 SW 3 rd Street Dania Beach, FL 33004-4901 954-374-9199 (H) 754-208-6442 (Cell) Dh954@comcast.net	November 21, 2022	November 2022 through November 2024	Davis
Morris Stowers 829 NW 9 th Avenue Dania Beach, FL 33004 954-347-4596 mstowers@dolphindirectinsurance.com	December 13, 2022	November 2022 through November 2024	Ryan
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	November 21, 2022	November 2022 through November 2024	Salvino
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	December 13, 2022	November 2022 through November 2024	Alternate

**PLANNING & ZONING BOARD
MEMBERSHIP**

Thursday, January 05, 2023

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2022 through November 2024	Alternate



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: January 10, 2023

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

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

Subject: Manager's Report

I will set up a small committee working with Deputy Manager Sosa-Cruz, Director Brown and/or his appointee from Parks, Director Norena and/or her appointee from Community Development, CRA Business Development Manager Bill Harris, a member from BSO Law Enforcement, and myself to explore the creation of a Dania Beach Downtown Merchants Association. An appointee from the Commission would be ideal. What I have seen in my travels is how well the cities and the local businesses are aligned, from their decorations to window displays, to the overall aesthetics of the business, as well as marketing. This could be a win-win. We can think of incentives, grants and competitions that yield rewards, etc. I would also recommend including Jessica Lizana from the Dania Beach Press on this committee. Ideally, having participants from the local downtown businesses would also be the goal. In one of my former cities, South Miami Merchants Association, they played a key role in events such as Trick or Treating, Safe Streets Program and the Santa's Parade of Elves. As we move the City forward, we need to continue to think outside the box and envision how we can create the safe, beautiful, and unique destination we want to be.

Included below are key project updates.

Public Services

1. **Pier Refurbishing Project:** Pier is **about 65% completed**. Things have been moving very smoothly and efficiently with the current crews. Lumber has just arrived which will be used to finish the center boards, and no significant spalling or cracking has been reported which hasn't already been accounted for. **Expected completion time frame: August – September 2023.**
2. **Griffin Road Landscaping Improvements** (FDOT project): Was substantially complete by mid-December but delayed by FDOT's required plan drawing changes. **Will be completed by the end of this week.**

3. **37th Terr Drainage:** 37th Terr drainage **is complete besides some minor details in the restoration and maintenance of the new sod**, and since the installation the water ponding seems to have drastically improved for the residents, especially the cul-de-sac.
4. **54th Ct Drainage:** Installation of drainage structures has been completed; restoration underway. **This project should be complete within the next month.**
5. **43rd Terr Drainage:** Scheduled to **start Monday January 9.**
6. **Beach Undergrounding:** Mobilization has started. Plumbing designs for the new gas line have been completed and the new permit is being requested, once that is in place, **demolition will begin, sometime in the next couple of weeks.**

Parks and Recreation

Another successful Winter Camp, in the City of Dania Beach. This winter camp was filled with field trips, in-house entertainment, and a city-wide fun day at the end of camp.

- Winter Break Camp was held at CW Thomas, PJ Meli and Frost Park December 27th – 30th and January 3rd – 6th.
- Across the three camps we had 61 kids participate bringing in \$6,020 in revenue.
- The first Winter Teen Camp was held at CW Thomas Park December 27th – 30th. This free program had 11 teens participate.

Project updates:

- Bermello Ajamil & Partners will be presenting to staff, Friday, January 13th a new design concept that will better fit the budget of the project.
- The demo of the existing playground at Melaleuca Park is scheduled to begin Thursday, January 5th, followed by the construction of the new playground.
- The permitting is almost complete for the construction of Tootie Adler Park. The construction company has fenced off the area and is ready to begin.
- The bid for the construction renovations at IT Parker is open and will close on January 27th.

Hearing Agenda Report

Hearing Date: 01-12-2023

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2019-00001741	Active C	H-ABATEMENT - Abatement Hearing	19 SW 15 ST	1502 S FEDERAL HIGHWAY LLC % JOSEPH XIRAS	Anson Westberry
2021-00001427	Active C	H-ABATEMENT - Abatement Hearing	19 SW 15 ST	1502 S FEDERAL HIGHWAY LLC % XIRAS JOSEPH	Anson Westberry
2021-00001735	Active C	H-ABATEMENT - Abatement Hearing	505 SW 12 AVE	AMERICAN STAR CONSTRUCTION INC	Anson Westberry
2021-00001833	Active C	H-ABATEMENT - Abatement Hearing	505 SW 12 AVE	AMERICAN STAR CONSTRUCTION INC	Anson Westberry
2022-00000106	Active P	H-ABATEMENT - Abatement Hearing	100 E DANIA BEACH BLVD	SIGNATURE INVESTMENT HOLDINGS LLC	Anson Westberry
2022-00000317	Active P	H-EXTENSION - Extension Hearing	101 SE 2 ST	POROKU LLC	Anson Westberry
2022-00001230	Active P	H-FIRST HEARING - First Hearing	226 SE 3 TER	YOUNG, ROBERT M	Anson Westberry
2022-00001316	Active C	H-FIRST HEARING - First Hearing	6 S FEDERAL HWY	KODNER GALLERIES INC	Anson Westberry
2022-00001212	Active P	H-FIRST HEARING - First Hearing	3010 SW 47 ST	MAJESTIC LAND VENTURES LLC	Christina Caserta
2022-00001214	Active C	H-FIRST HEARING - First Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Christina Caserta
2022-00001251	Active C	H-FIRST HEARING - First Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Christina Caserta
2022-00001253	Active C	H-FIRST HEARING - First Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Christina Caserta
2022-00001305	Active P	H-FIRST HEARING - First Hearing	5891 SW 37 TER	HAMERMAN, JACOB HAMERMAN, TEHILLA	Christina Caserta
2022-00001477	Active P	H-RECURRING - Recurring Hearing	217 NW 14 CT	GUPTA, CHANDER	Christina Caserta
2022-00000560	Active C	H-FIRST HEARING - First Hearing	1500 FLORIAN DR	1500 FLORIAN DRIVE LLC	Christina Caserta
2022-00000638	Active C	H-EXTENSION - Extension Hearing	934 NAUTILUS ISLE vacant lot	DUQUE GONZALEZ, ANTONIO	Christina Caserta
2022-00000879	Active P	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 102	SNYDER, ORIT	Ricky Ali

Hearing Agenda Report

Hearing Date: 01-12-2023

2022-00000880	Active C	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 101	KFIR INVESTMENTS LLC	Ricky Ali
2022-00000881	Active C	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 103	ZAFIR, MEIR ZAFRI, MICHELLE ALYSE	Ricky Ali
2022-00000882	Active P	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 104	ISLA VERDE 2 CORP	Ricky Ali
2022-00000883	Active C	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 105	OFEK MATAN	Ricky Ali
2022-00000884	Active P	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 106	ISLA VERDE 2 CORP	Ricky Ali
2022-00000885	Active P	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 201	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	Ricky Ali
2022-00000886	Active C	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 202	OAK OF DE LLC	Ricky Ali
2022-00000888	Active C	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 204	MIDA REAL ESTATE SOLUTIONS	Ricky Ali
2022-00000889	Active C	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 206	SNW INVESTMENT LLC	Ricky Ali
2022-00000890	Active P	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 205	ISLA VERDE 2 CORP	Ricky Ali
2022-00000891	Active C	H-EXTENSION - Extension Hearing	129 NW 11 AVE	THAYER, STEPHANIE LYNN	Christina Caserta
2022-00001138	Active P	H-FIRST HEARING - First Hearing	4265 SW 51 ST	DND MANAGEMENT LLC	Christina Caserta
2022-00001150	Active P	H-FIRST HEARING - First Hearing	3841 GRIFFIN RD	STRUCTION INC	Windy Damis
2022-00001356	Active C	H-FIRST HEARING - First Hearing	5940 SW 37 AVE	HOMESTEAD HOLDINGS 2017 LLC	Christina Caserta
2022-00001391	Active P	H-FIRST HEARING - First Hearing	758 SW 3 PL	YORK, JOHNNY R	Michelle Shahryar
2021-00001822	Active C	H-EXTENSION - Extension Hearing	450 E DANIA BEACH BLVD	DAGLARIS, ARISTITELIS DAGLARIS, JOHN	Anson Westberry
2018-00000371	Active C	H-ABATEMENT - Abatement Hearing	219 SW 13 ST	FORTUNEE LLC % FREDERIC M BARTHE ESQ	Christina Caserta
2022-00000272	Active C	H-EXTENSION - Extension Hearing	SW 7 TER	NEWBOLD, DORIS	Christina Caserta

Hearing Agenda Report

Hearing Date: 01-12-2023

2022-00000688	Active C	H-ABATEMENT - Abatement Hearing	254 SW 16 ST	CRUZ, THOMAS & LUCRECIA	Michelle Shahryar
2022-00001041	Active P	H-FIRST HEARING - First Hearing	405 PHIPPEN WAITERS RD	JONES, M L JR & BARBARA H	Michelle Shahryar
2022-00001103	Active C	H-FIRST HEARING - First Hearing	700 SW 2 TER	RAMIREZ, WILMARY H/E BASTITA, EDID	Michelle Shahryar
2022-00000309	Active P	H-EXTENSION - Extension Hearing	3061 COVE DR	SMALL, CAROLINE LEARY	Windy Damis
2022-00000831	Active C	H-EXTENSION - Extension Hearing	4930 SW 28 AVE	SCULLY, JACQUELINE T	Windy Damis
2022-00001124	Active C	H-FIRST HEARING - First Hearing	2400 SW 54 ST	2400 SW 54 ST LLC	Windy Damis
2022-00001135	Active C	H-FIRST HEARING - First Hearing	4911 SW 29 WAY	SALAS, JEANETTE ESCOBAR, CARLOS	Windy Damis
2022-00001146	Active P	H-FIRST HEARING - First Hearing	5199 SW 27 TER	IQI RIVER GARDENS LLC	Windy Damis
2022-00001190	Active P	H-FIRST HEARING - First Hearing	5680 SW CYPRESS DR	LESSARD, FRANCOIS	Windy Damis
2022-00001191	Active P	H-FIRST HEARING - First Hearing	5720 CYPRESS DR	HERNANDEZ, GLADIS MERINO, OSCAR	Windy Damis
2022-00001202	Active P	H-FIRST HEARING - First Hearing	5574 E MARINA DR	FISHMAN, MOSHE	Windy Damis