

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 14, 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. Presentation of the Community Shuttle Service Comprehensive Operational Analysis by Public Services and The Corridino Group
- 2. Summer Youth Program – Commissioner James
- 3. Human Resources Presentation – Get Fit Dania Beach – Employee Wellness Event

4. Storm Protection Program by Frank DiPaolo, Chief Financial Officer, and Eleanor Norena, Director of Community Development
5. Special Event request from Marine Industries Association of South Florida to host its 46th Annual Broward County Waterway Clean-Up to be held at Dania Beach Pier/Marina, 151 North Beach Road, on Saturday, March 4, 2023, from 9:00 a.m. - 1:00 p.m. The applicant is requesting a waiver of special event application and parking fees. *(Parks & Recreation)*

4. PROCLAMATIONS

1. American Heart Month - Mayor Ryan

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 January 10, 2023 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2023-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A MONTH-TO-MONTH EXTENSION OF THE AGREEMENT FOR COMMUNITY SHUTTLE TRANSPORTATION SERVICES CURRENTLY BEING PROVIDED BY LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2023 AND AT INCREASED PRICING IN THE HOURLY RATE FOR SERVICES FROM \$52.00 TO \$57.50 DUE TO INCREASED DEMAND FOR DRIVERS AND COUNTY MANDATED WAGE AND BENEFIT REQUIREMENTS, AT AN AMOUNT NOT TO EXCEED TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) FOR THE ESTIMATED EXTENSION PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2023-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ELECTRICAL REPAIR SERVICES FROM KILOWATT ELECTRIC COMPANY UTILIZING THE CITY OF CORAL SPRINGS ITB NUMBER 23-B-013F, EFFECTIVE JANUARY 11, 2023 THROUGH JANUARY 10, 2026, IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2023-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ELECTRICAL REPAIR SERVICES FROM IMPERIAL ELECTRICAL INCORPORATED UTILIZING THE CITY OF CORAL SPRINGS BID NUMBER 23-B-013F, EFFECTIVE JANUARY 11, 2023 THROUGH JANUARY 10, 2026, IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REVISING AND UPDATING THE SCHEDULE OF BUILDING PERMIT AND OTHER DEPARTMENT FEES, PURSUANT TO ARTICLE I, SECTION 8-3, ENTITLED "BUILDING PERMIT FEES" OF CHAPTER 8, ENTITLED "BUILDING", OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2023-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 163.358(4), OF THE FLORIDA STATUTES, AUTHORIZING THE SALE OF CRA-OWNED PROPERTY LOCATED AT 115 PHIPPEN WAITERS ROAD, DANIA BEACH, FLORIDA ("PROPERTY") TO NATALYA DOMATOV; AUTHORIZING THE PROPER CITY OFFICIALS TO

EXECUTE PURCHASE AND SALE AGREEMENT, DEED AND RELATED DOCUMENTS IN ORDER TO TRANSFER TITLE TO THE PROPERTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

8. RESOLUTION NO. 2023-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 163.358(4), OF THE FLORIDA STATUTES, AUTHORIZING THE SALE OF CRA-OWNED PROPERTIES LOCATED AT 524 NW 3rd TERRACE, AND THE SWC OLD GRIFFIN ROAD/NW 4th AVENUE, DANIA BEACH, FLORIDA (“PROPERTIES”) TO THE CITY OF DANIA BEACH FOR THE PURPOSE OF USING THE PROPERTIES AS NEIGHBORHOOD PARKS; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR THE TRANSFER OF THE PROPERTIES TO THE CITY TO USE FOR PARK PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

9. RESOLUTION NO. 2023-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING HOUSE BILL 401 SPONSORED BY REPRESENTATIVE BELTRAN IN THE 2023 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE THE HOUSE BILL WHICH, IF ENACTED, WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AND JUDGMENTS AGAINST LOCAL GOVERNMENTS; PROVIDING FOR DISTRIBUTION; PROVIDING DIRECTION TO THE CITY'S STATE LOBBYISTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Vice-Mayor Lewellen)*

10. RESOLUTION NO. 2023-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SECOND RENEWAL AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES WITH THE BROWARD SHERIFF'S OFFICE TO ADD NINE (9) POSITIONS TO THE STAFFING FOR THE NEW RESCUE 36; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

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

13. ADMINISTRATIVE REPORTS

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

Tuesday, February 28, 2023 - 7:00 p.m.
Tuesday, March 7, 2023 - 5:00 p.m.
Tuesday, March 14, 2023 - 5:30 p.m.
Tuesday, March 14, 2023 - 7:00 p.m.

City Commission Meeting
City Commission Workshop - City Attorney
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Special
Event
Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Marine Industries Association of South Florida to host its 46th Annual Broward County Waterway Clean-Up to be held at Dania Beach Pier/Marina, 151 North Beach Road, on Saturday, March 4, 2023, from 9:00 a.m. - 1:00 p.m. The applicant is requesting a waiver of special event application and parking fees.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to City Commission - 46th Annual Broward County Waterway Cleanup, Special Event Application - 46th Annual BC Waterway Clean-Up



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: February 14, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Cassi Warren, Parks & Recreation Assistant Director, CPRP *Cassi Warren*

RE: Special Events Application Request for the 46th Annual Broward County Clean-Up scheduled for Saturday, March 4, 2023

REQUEST

A Special Event is requested by Noah Dermody on behalf of Marine Industries Association of South Florida to host its 46th Annual Broward County Waterway Clean-Up on Saturday, March 4, 2023. The requested event will be held at Dania Beach Pier/Marina located at 151 North Beach Road, Dania Beach, FL 33312 from 9:00 a.m. to 1:00 p.m.

BACKGROUND

This event is in its 46th year in the cause to keep the beach/pier/marina clean. Efforts are continuously made by this organization to keep our waterways and beaches clean by removing trash and debris from Broward County waterways through grassroots efforts and city partnerships.

BUDGETARY IMPACT

The special events application fee for this event is \$300.00. This applicant is requesting that all fees are waived in association with the special events request. The applicant is also requesting the waiver of all parking fees for the volunteers that are participating in the event. The attached parking permit will be placed on the dashboard of all vehicles participating in the event to easily identify these vehicles.

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 Officer Zipoli	No concerns raised.	

BSO Police Dept. - Sgt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	Parking permit approved (see attached) No further concerns raised.	
Community Dev. - Jack Fisher	Building Permits are not required. No further concerns raised.	
Community Dev. – Joyce McPhee	No concerns raised.	
City Attorney - Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	COI needed for this event. No further concerns raised.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services – Fernando J. 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: 46th Annual Broward County Waterway Cleanup

Type of Event: Minor Event -
Major Event -

less than 500 people, single day event, no road closures
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: Dania Beach Pier/Marina; Harbour Towne Marina

Expected maximum attendance 150 Expected sustained attendance 100

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

If yes, please list the past dates, locations and attendance Dania Beach Pier/Marina,
Harbour Towne Marina, March 5, 2022 and prior, 150

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

Annual waterway cleanup removing trash and debris from
Broward County waterways through grassroots efforts and
city partnerships.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>March 4, 2023</u>	<u>Saturday</u>	<u>7:30</u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 1:	<u>March 4, 2023</u>	<u>Saturday</u>	<u>9:00</u> AM/PM	<u>1:00</u> AM/PM	<u>150</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>March 4, 2023</u>	<u>Saturday</u>	<u>1:00</u> AM/PM	<u>1:45</u> AM/PM	<u> </u>

PART II: APPLICANT

Marine Industries Association
Organization Name of South Florida **Name of Authorized Signatory** Lori Wheeler
For-Profit ☒ **(Non-Profit)** Private (as registered in Sunbiz)
Address: 221 SW 3rd Ave **City, State, Zip:** Fort Lauderdale, FL, 33312
Date of registration: 1967 **State registered in:** Florida **Federal ID #** 59-1172985
Email Address: Lori@miasf.org **Phone:** 954-524-2733
Event Coordinator Name Noah Dermody **Phone:** 954-524-2733
Director of Membership
Title: and events **Phone:** **Cell:** 772-766-6990
Email address: Noah@miasf.org **Fax:** 954-626-0830
Additional Contact Name Lori Wheeler **Will you be on site?** Yes ☒ **No**
Title: Vice President **Phone:** 954-524-2733 **Cell:** 561-239-2870
Email address: Lori@miasf.org **Fax:** 954-626-0830
Event Production Company (if other than applicant) N/A
Address: N/A **City, State, Zip:** N/A
Contact Name: N/A **Title:** N/A
Phone (day) N/A **(night)** N/A **Cell:** N/A
Email address: N/A **Fax:** N/A

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? \$** N/A

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** N/A
If yes, name a contact of company: N/A
What type of rides are you planning? N/A

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 _____
Events requiring electricity must be permitted.
Company: N/A License #: N/A
Name of Electrician: N/A Phone: N/A

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: N/A
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) # _____ Charcoal Grill(s) # _____ Smoker Grill(s) # _____
Grease Fryer(s) # _____ Oven(s) # _____ Electric Range Burner(s) # _____ 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.):
N/A

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

N/A

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

Days and times music will be played: _____

How close is the event to the nearest residence? _____
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)? Requesting free parking for volunteers

Date(s) of Closure N/A Time(s) of Closure N/A
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) N/A

Date(s) of Closure N/A Time(s) of Closure N/A

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 Provided by Dania Beach Contact _____ Phone _____
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 N/A Phone N/A
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company N/A 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? 1 canopy @ each site smaller than 10x10

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.

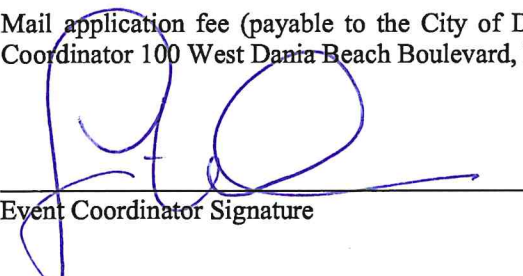
PART VI: SUBMISSION

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


Event Coordinator Signature

12/20/22
Date

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, American Heart Month was established by President Lyndon B. Johnson under Presidential Proclamation 3566 in December 1963, 10 days after Congress issued a joint resolution requesting the president to issue an annual proclamation; and

WHEREAS, heart disease occurs when the arteries leading to the heart become clogged. Although heart disease has been around for thousands of years, we do know that many aspects of modern life exacerbate risk factors and make people more prone to heart disease and heart failure; and

WHEREAS, heart disease is the leading cause of death for men, women, and people of most racial and ethnic groups in the United States. About 697,000 people in the United States died from heart disease in 2020 – that's 1 in every 5 deaths; and

WHEREAS, heart disease affects all ages, genders, and ethnicities. Risk factors include high cholesterol, high blood pressure, smoking, diabetes, and excessive alcohol use; and

WHEREAS, 83% of Americans believe that heart attacks can be prevented but aren't motivated to do anything while 72% of Americans don't consider themselves at risk for heart disease and 58% put no effort into improving their heart health; and

WHEREAS, the good news is in most cases, heart disease is preventable when people adopt a healthy lifestyle, which includes not smoking, maintaining a healthy weight, controlling blood sugar and cholesterol, treating high blood pressure, getting at least 150 minutes of moderate-intensity physical activity a week, and getting regular checkups; and

WHEREAS, American Heart Month is observed to raise awareness on the importance of a healthy heart and to encourage healthy habits that help reduce the risk of heart disease. The warning signs for heart disease have been known to appear when people are as young as 18 years old. Red flags such as high blood pressure should be taken seriously and healthy habits should be adopted like getting 30 minutes of exercise every day, and talking with your doctor to develop healthy eating habits that promote heart health; and

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan IV, Mayor of the City of Dania Beach, Florida do hereby proclaim the month of **February 2023** as:

American Heart Month

in the City of Dania Beach, Florida and do encourage our residents on this Valentine's Day to take care of their hearts.

Dated this 14th day of February 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



ARCHIBALD J. RYAN IV
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 10, 2023 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Ryan called the meeting to order at 7:01 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

- 3.1 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

Ms. Flynn thanked Commissioner Davis for being the Commission Liaison to the Public Art Advisory Board, whose members she introduced. She gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner Davis thanked Ms. Flynn and our inaugural art board, and she addressed their work so far. Step by step, we are working together as a team to bring art to the City, and it has been spectacular in a short time. She addressed the 2024 celebration of the City's 120th anniversary and asked the City Manager to put together a committee to begin planning the event.

- 3.2 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*)

Commissioner Salvino motioned to approve the Special Event request for the Martin Luther King, Jr. Community Celebration and Parade, including the fee waiver, port-o-lets, and BSO services; seconded by Vice-Mayor Lewellen. The motion carried unanimously.

4. Proclamations

There were no proclamations on the agenda.

5. Citizen Comments

Eugenia Morales, 414 SE 5th Street, said she is looking for help because she has a neighbor harassing her and making racist comments. She added he calls the police and code enforcement on her because he claims she is disturbing his peace.

Shawn DeRosa, 408 SE 5th Street, commented he reported to the Commission months ago about the repeat noise nuisance at 414 SE 5th Street. Since that time, the noise has continued, as well as illegal parking at this address. He addressed the noise nuisance ordinance and its limitations on monitoring violations.

Ed Campion, 420 SE 5th Street, spoke about a repetitive noise nuisance and illegal parking at 414 SE 5th Street. He said police reports would show the numerous calls made regarding this location.

Mo Shahid Delwar, 348 SW 13th Street, said he owns the convenience store at this address and there are homeless people always hanging out on the side of the building, drinking and smoking, making messes, destroying the landscaping and threatening customers.

Pastor Barry Bonaer, 134 NW 12th Avenue, introduced himself and noted he has a ministry in the City with an interest of supporting our City officials in community service. He encouraged the City's support.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, spoke of an elderly female missing for several hours during the Christmas weekend; BSO was fortunate to find her and get her home safely. He reported on recent criminal activity in the City. He recognized Sgt. Sepot, Supervisor of the Crime Suppression Team, who was recognized by the Chamber of Commerce as the BSO Dania Beach Employee of the Year. He read aloud a short statement by the Chamber of what Sgt. Sepot has accomplished with his team.

Commissioner James addressed the problems at several local convenience stores.

Captain Marks responded it is on their radar.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including participation in numerous events over the holidays and call volumes. He addressed the changing rescue environment and the best practices to be undertaken by the department.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of December 13, 2022 City Commission Hybrid Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #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)*

7.4 RESOLUTION #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)*

7.5 RESOLUTION #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)*

Commissioner James motioned to adopt the Consent Agenda; seconded by Commissioner Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

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

9. Public Hearings

Mayor Ryan moved out of the regular order of the agenda to take up item 9.2.

9.1 RESOLUTION #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)*

City Attorney Boutsis read the title of Resolution #2022-190 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 the developer, and he could remain impartial.

Claudia Viviana Batista, Planning & Zoning Manager, gave a presentation on the site plan and variances requests for Hydrasource Corp.

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

Commissioner James motioned to adopt Resolution #2022-190; seconded by Commissioner Salvino. The motion carried unanimously.

9.2 ORDINANCE #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)*

City Attorney Boutsis read the title of Ordinance #2023-001 and gave an overview of the Interlocal Service Boundary Agreement for annexation of the .2 acres parcel owned by FDOT and located in the City of Hollywood. She spoke of concerns previously expressed by Hollywood residents regarding noise from the future Lucky Fish restaurant and noted Lucky Fish would need site plan approval from the Commission, and those concerns would be addressed at that time.

Mayor Ryan opened the Public Hearing.

Andria Wingett, City of Hollywood, 2600 Hollywood Boulevard, addressed the efforts undertaken by Hollywood and Dania Beach, and said she looks forward to continuing working together.

Eric Ram, 6051 N. Ocean Drive, Hollywood, said he is a resident of Renaissance and noted the Interlocal agreement includes a covenant for public comment. He felt this is the perfect time to recognize the role of the community in the development of Lucky Fish. They have a history with the Dania Beach Grill and the City took his side for enforcement. They will ask respectfully to consider the language for the garage to be included in the Lucky Fish situation to avoid any issues.

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

Commissioner James motioned to adopt Ordinance #2023-001, on first reading; seconded by Commissioner Salvino. The motion carried unanimously.

Item 9.1 was taken up at this time, followed by the remainder of the agenda.

9.3 ORDINANCE #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)*

City Attorney Boutsis read the title of Ordinance #2023-002.

Corinne Lajoie, Assistant Director of Community Development, gave a PowerPoint presentation on the text amendment amending the Public Art Program which is attached to and incorporated into these minutes.

Commissioner Salvino said he understands this ordinance is designed for murals also. He asked if we have always had to have a permit pulled if someone wants to paint their building.

Assistant Community Development Director Lajoie responded the board was established in April 2022; shortly after, they made amendments to create mural regulations. Prior to that it was called supergraphics and there were guidelines that they needed to be submitted for review and approval. Now it goes to our Public Art Advisory Board.

Commissioner Salvino asked for a step-by-step process of the way it works now with Public Art.

Assistant Community Development Director Lajoie explained the current process.

Commissioner Salvino said in other words, anyone who puts any color other than white and blue on their building or any kinds of design, it would need to be approved and go in front of the board.

Assistant Community Development Director Lajoie responded yes, code currently allows three colors; anything beyond that, we start getting into murals.

Commissioner Salvino noted that City Attorney Boutsis said we currently have three buildings out there that have been cited.

Assistant Community Development Director Lajoie said that is correct.

Commissioner Salvino asked how they go about doing this.

Discussion ensued regarding murals.

Commissioner Salvino commented it seems like a business that may not be a public building but is a City of Dania Beach business with a mural on a truck, does not come under any of those requirements. He feels like we are picking on people and sometimes does not like how we create so many rules for people.

Commissioner James asked what exactly is being approved on a private business.

Assistant Community Development Director Lajoie noted the design and explained the differences.

Commissioner James questioned if someone wants to put a mural on the building, could the Public Art Advisory Board say they do not like this painting.

Assistant Community Development Director Lajoie explained it is not to looking at the image; it is to look at the graphics to make sure they follow the regulations and meet the quality that we want for the City.

Commissioner James said she understands about sustainability; she does not like the process of dictating what is on their building.

Assistant Community Development Director Lajoie noted the Public Art Advisory Board is an advisory board and the Commission has the final say.

Commissioner James asked how long that process would take.

Assistant Community Development Director Lajoie responded the Public Art Advisory Board meets once a month and she gave a timeline for getting the item to the Commission.

Commissioner James commented she does not like that we have to tell them that we need to see a biography or other work they have done for their own personal building that they pay rent on.

Commissioner Salvino said he knows we have a sign ordinance; he is hoping that with the three out there, it will not require thousands of dollars to correct.

Eleanor Norena, Director of Community Development, reiterated the Commission has the final say on murals.

Mayor Ryan asked about an application and fee.

Community Development Director Norena noted it is a standard development application and a \$500 fee.

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

Commissioner Davis motioned to adopt Ordinance #2023-002, on first reading; seconded by Commissioner Salvino. The motion carried 4-1 on a voice vote with Commissioner James voting no.

10. Discussion and Possible Action

There were no items on the agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis thanked all the residents who invited the Commission to all the events over the holidays.

Commissioner Davis noted she had previously brought up holding a workshop on advertising Dania Beach, and since the RFP process is lengthy, she would like a workshop soon.

11.2 Commissioner James

Commissioner James spoke about the noise nuisance with regard to the residents who were present tonight. She wants to review it with the City Attorney and see if there is anything we can do as a City as it seems to be becoming a safety issue. She would like to see what we could do to make this a better quality of life for everyone in the situation.

Commissioner James expressed her sympathy to Rosalind Curry whose son was murdered over the New Year's Holiday and her condolences to Calvin Black Sr., a long-time Dania Beach resident who recently passed away. Further, she mourns the loss of her Uncle Nookie from our American Legion Post.

Commissioner James said she would like approval of her contingency funds for the financial literacy program for the Summer Camp. She hopes that next year it will become part of the budget. Last year it was around \$7,000.00, and she wanted to know if there is an issue to take that from her personal contingency.

The Commission had no issues.

Vice-Mayor Lewellen noted she has no problem with it but would like to know how much it is so she can also donate some money from her contingency.

Commissioner James commented Parks & Recreation has been working extremely hard with the Martin Luther King parade; it has been a struggle to get rental cars. The last quote she received was for \$2,900 for one day for cars for the Commission to ride in. She asked that she split half of that with her contingency funds.

The Commission had no issues with this.

11.3 Commissioner Salvino

Commissioner Salvino had no comments.

11.4 Vice-Mayor Lewellen

Vice-Mayor Lewellen expressed her sympathies to Rosalind Curry.

Vice-Mayor Lewellen noted she passed a thank you card to Mayor Ryan from Love Our Nation.

Commissioner Davis said she wanted to share the card from Love Our Nation. She is requesting to take \$1,000 from her personal contingency but she would like to see if there is support to take an additional amount from the Commission contingency. She does not have a set amount in mind but would like to have discussion on it.

Commissioner James asked what we did with the charitable donations process.

Frank DiPaolo, Chief Financial Officer, explained currently there is \$325,000 total contingency. \$125,000 of that is each elected official's discretionary fund account and then the other \$200,000.00 was the contingency of which \$100,000 was earmarked for the advertising program. There is \$25,000 for each Commissioner and then \$200,000.00 for the whole contingency. There is no separate line-item budget for charitable donations.

Discussion ensued regarding charitable donations.

Commissioner James said she would do \$1,000.00 to match Commissioner Davis and Commissioner Salvino added \$1,000 from his funds for Love Our Nation.

Vice-Mayor Lewellen asked what the status is of Lucky Fish.

Eleanor Norena, Director of Community Development, gave an update on the progress of the restaurant.

11.5 Mayor Ryan

Mayor Ryan wished everyone a happy New Year.

Mayor Ryan recognized Mr. P.J. Pinella, active-duty service member of the U.S. Coast Guard, and thanked Mr. Pinella for his service.

12. Appointments

12.1 Education Advisory Board

Commissioner Salvino appointed: Mary Jane Guerra

Vice-Mayor Lewellen appointed: Amy Urdaneta

12.2 Green Advisory Board

Commissioner Salvino appointed: Charlene Hogan

12.3 Parks, Recreation and Community Affairs Advisory Board

Vice-Mayor Lewellen appointed: Keith Roberts

12.4 Planning & Zoning Board

The Commission appointed Cheryl Baker Hill as an alternate member to the board.

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia said Chief of Staff Singh will be sending dates for a workshop on marketing Dania Beach.

City Manager Garcia noted we are headed back to Tallahassee, the week of February 15th or February 20th. She is working with Parks & Recreation, Deputy City Manager and Public Services Department to seek more dollars for storm drainage for parks. They also met to get ready for the Martin Luther King parade. There is a five-person crew from Public Services to ensure the route is clean and make sure everything looks perfect for the day of the event.

City Manager Garcia reported FDOT will be painting the exterior wall of the Melaleuca community.

City Manager Garcia said she spent some time in London and saw how they do the holidays, not just the city but also the storefronts. She is looking to put together a committee to work with our local merchants and ensure that our storefronts are aligned with what the City is investing in for the holidays.

City Manager Garcia noted the Pier refurbishing project is almost 65% completed; lumber has arrived for finishing the center boards. Completion will be August or September this year. The Griffin Road landscaping improvements will be complete by the end of this week. 37th Terrace drainage is complete besides some minor details in the restoration and maintenance of the new sod. 54th Court drainage structures have been completed and restoration is underway. This project should be complete within the next month. Regarding the beach undergrounding, mobilization has started, and plumbing designs have been completed. The new permit is being requested and once in place, demolition will begin in the next couple of weeks.

City Manager Garcia extended kudos to Parks & Recreation for their great Christmas break program. On January 13th, Bermello Ajamil & Partners will be presenting to staff a new design concept that will better fit the budget of the project. The demolition of the playground at Melaleuca Park began last week. The permitting is almost complete for Tootie Adler Park and improvements to both parks are from monies received via their efforts in Tallahassee.

Vice-Mayor Lewellen noted the second week of February is a holiday for Tallahassee.

City Manager Garcia said we would leave on the Wednesday and do a whole day Thursday.

Commissioner James asked when C.W. Thomas Park would come back to the Commission.

Eric Brown, Director of Parks & Recreation, noted this Friday, B&A will come back to staff with new drawings, plans, and pricing and staff will get with the City Manager and then bring it to the Commission.

Commissioner Davis wanted to know if we are going to Tallahassee on Tally Days or a different time frame.

City Manager Garcia said it is not the time to go during Dade days and Broward days. She asked Rana Brown for the best dates for everyone to be ready to hear our game plan and that is why these dates were chosen.

13.2 City Attorney

City Attorney Boutsis had no comments.

13.3 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

Mayor Ryan adjourned the meeting at 8:40 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 A MONTH-TO-MONTH EXTENSION OF THE AGREEMENT FOR COMMUNITY SHUTTLE TRANSPORTATION SERVICES CURRENTLY BEING PROVIDED BY LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2023 AND AT INCREASED PRICING IN THE HOURLY RATE FOR SERVICES FROM \$52.00 TO \$57.50 DUE TO INCREASED DEMAND FOR DRIVERS AND COUNTY MANDATED WAGE AND BENEFIT REQUIREMENTS, AT AN AMOUNT NOT TO EXCEED TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) FOR THE ESTIMATED EXTENSION PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

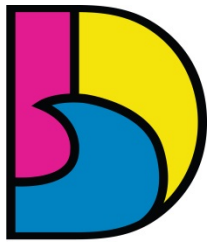
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-CSS-LSF-AGRMT-MONTH2MONTH-021423REV (003), R-2023-008 Limousines of South Florida, Inc. Month-to-Month Extension of Agreement for Community Shuttle Transportation Services, Limousines of South Florida, Inc. (LSF) Amendment to Agreement to Provide Month-to-Month Community Bus Service



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 14, 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 RETROACTIVELY EXTEND THE
COMMUNITY SHUTTLE SERVICE AGREEMENT WITH LIMOUSINES OF SOUTH
FLORIDA ON A MONTH-TO-MONTH BASIS**

Request

The Public Services Department (PSD) requests approval of a resolution authorizing the retroactive extension of the existing Community Shuttle Service (CSS) contract with Limousines of South Florida (LSF) on a month-to-month basis.

Background

City Commission awarded a one-year renewal to Limousines of South Florida (LSF) in June 2022 via Resolution No. 2022-099. The extension was the last renewal option of the agreement and expired on February 11. PSD is currently pursuing the Invitation to Bid (ITB) process. Delays with Broward County's review and approval of the ITB document drafts made the timely completion of the process infeasible. The existing contract with LSF will therefore be required to be temporarily extended (retroactive to February 12) on a month-to-month basis. PSD expects to be the bid awarded in mid to late April.

An increase of \$5.50 in the hourly rate (from the current \$52/hour to \$57.50/hour) has been requested by LSF due to the higher wage rates for drivers who are presently in high demand throughout the tri-county area. The drivers' wage rates in Broward County have been further pressured upward by the County's increased living wage and benefits requirements.

Budgetary Impact

The estimated additional cost of the extension, assuming a three-month period to allow for the ITB process and start-up of operations, is roughly \$7,000. While the cost of the CSS operation contract is paid for by Broward County (from penny tax revenue) via reimbursement to the City, the County's position is that any cost increase from extended agreements will be borne by the municipality. Therefore, the aforementioned hourly rate increase will impact the City in the near term. Funding will be transferred from the Public Services Administration Salaries and Wages Full-Time Account No. 001-39-01-539-12-10 (Community Bus Coordinator Salary) to the Community Bus Account No.001-39-01-539-34-10.



APPROVAL OF A RESOLUTION TO RETROACTIVELY EXTEND THE COMMUNITY SHUTTLE SERVICE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA ON A MONTH-TO-MONTH BASIS

Recommendation

PSD recommends the City Commission adopt a resolution authorizing the retroactive extension the contract with LSF on a month-to-month basis.

RESOLUTION NO. 2023-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A MONTH-TO-MONTH EXTENSION OF THE AGREEMENT FOR COMMUNITY SHUTTLE TRANSPORTATION SERVICES CURRENTLY BEING PROVIDED BY LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2023 AND AT INCREASED PRICING IN THE HOURLY RATE FOR SERVICES FROM \$52.00 TO \$57.50 DUE TO INCREASED DEMAND FOR DRIVERS AND COUNTY MANDATED WAGE AND BENEFIT REQUIREMENTS, AT AN AMOUNT NOT TO EXCEED TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) FOR THE ESTIMATED EXTENSION PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2020, the City Commission awarded the Community Shuttle Service operation contract to Limousines of South Florida, Inc. (LSF) under the City's Invitation to Bid ("ITB") No. 19-009; and

WHEREAS, following the initial two-year period, the Agreement option for a one-year renewal was exercised in June 2022; and

WHEREAS, in preparation for pursuing a new bid prior to the expiration of the Agreement on February 11, 2023, delays with Broward County's review and approval process of City-provided ITB documents occurred which resulted in the inability to complete the bid process prior to the Agreement's expiration; and

WHEREAS, the delay in the ITB process necessitates the extension of the existing Agreement on a month-to-month basis, coupled with an increase in the hourly rate to reflect the increased costs associated with the ongoing shortage of qualified drivers as well as the addition of increased living wage rate and benefits requirements; and

WHEREAS, the administration requests that the City Commission authorize the month-to-month extension of the Agreement retroactive to February 12, 2023;

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

Section 1. That the above "Whereas" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute a month-to-month contract, retroactive to February 12, 2023, at \$57.50 per hour for the estimated maximum 12-week duration of the extension.

Section 3. That funding for the services provided by this Extension Agreement will be transferred from Public Services Administration Salaries and Wages Account No. 001-39-01-539-12-10 to Contractual Services Account No. 001-39-01-539-34-10.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the Extension Agreement as are deemed necessary and proper and in the best interest of the City.

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

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

PASSED AND ADOPTED on February 14, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF
DANIA BEACH, FLORIDA AND LIMOUSINES OF SOUTH FLORIDA, INC. d/b/a
LSF SHUTTLE, RELATING TO COMMUNITY BUS SERVICE**

This is an Amendment (the “Amendment”) to an Agreement (the “Agreement”) existing between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Limousines of South Florida, Inc., d/b/a LSF Shuttle, a Florida corporation (the “Contractor”), having an address of a 3300 SW 11th Avenue, Fort Lauderdale, Florida 33315 for providing community bus service. A copy of the Agreement dated February 11, 2020 and a copy of the First Renewal to the Agreement, dated July 5, 2022 are attached as composite Exhibit “A”, and made a part of and are incorporated into this Amendment by this reference.

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

1. That the current contract expired on February 11, 2023, and the City will soon begin the bidding process related to community bus services. Beginning retroactively on February 12, 2023, the City and Contractor agree to extend the Agreement and to proceed on a month-to-month basis, which amendment will expire on or before June 1, 2023.
2. That both parties agree to the increase in the hourly rate from \$52.00 to \$57.50 which increase reflects the additional costs associated with the ongoing shortage of qualified drivers as well as the addition of increased living wage rate and benefits requirements.
3. That in all other respects, the Agreement and any and all Amendments to it, is ratified and reaffirmed, and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2023.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
LIMOUSINES OF SOUTH FLORIDA,
INC., d/b/a LSF SHUTTLE, a Florida
Corporation

WITNESSES:

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2023, by _____ as _____ of Limousines of South Florida, Inc., d/b/a LSF Shuttle, a Florida corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND LIMOUSINES OF SOUTH FLORIDA, INC., A FLORIDA CORPORATION D/B/A LSF SHUTTLE FOR COMMUNITY BUS SERVICES.

This is First Renewal of an Agreement (the "Renewal"), which Agreement dated February 11, 2020 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Limousines of South Florida, Inc., a Florida corporation d/b/a LSF Shuttle (the "Contractor") for community bus services. A copy of the Agreement is attached as Exhibit "A", which is made a part of and incorporated into this First Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) year up to and including February 11, 2023. This Renewal is retroactive to February 11, 2022.

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

1. That the Agreement is renewed and it shall remain in effect up to and including February 11, 2023.
2. That this Renewal is retroactive to February 11, 2022, immediately upon its execution by both parties.
3. The hourly cost is Forty-Five Dollars (\$45.00) per hour from February 11, 2022 until June 30, 2022. Effective July 1, 2022, the new hourly rate will be Fifty-Two Dollars (\$52.00) per hour in an amount not to exceed Two Hundred Ninety-Four Thousand Six Hundred Seventy-Three Dollars and Sixty Cents (\$294,673.60)
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on

July 5, 2022.

ATTEST:

**Thomas
Schneider**

Digitally signed by Thomas
Schneider
DN: cn=Thomas Schneider, o=City
of Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2022.07.05 15:39:40 -04'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



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

**Tamara
James**

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of
Dania Beach, ou=Mayor,
email=tamarajames@daniabeachfl.gov,
c=US
Date: 2022.07.05 15:38:43 -04'00'

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach, ou=Legal
Department, email=eboutsis@daniabeachfl.gov, c=US
Date: 2022.07.05 08:16:12 -04'00'

EVE A. BOUTSIS
CITY ATTORNEY

**Ana M.
Garcia**

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of
Dania Beach, ou,
email=agarcia@daniabeachfl.gov,
c=US
Date: 2022.07.05 09:10:25 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA,
INC., a Florida Corporation d/b/a
LSF SHUTTLE

WITNESS:

Tania Munster
Signature
Tania Munster
PRINT Name
[Signature]
Signature
Suyin Fernandez
PRINT Name

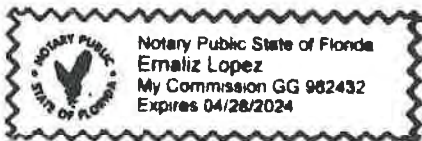
[Signature]
Signature
Mark Levitt
PRINT Name
Vice Pres.
TITLE

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on 6/30/22, 2022 by Mark Levitt,
as Vice President of Limousines of South Florida, Inc., a
Florida corporation d/b/a LSF Shuttle. He/she is personally known to me or has
produced D/L as identification.

My Commission Expires: 04/28/2024



[Signature]
Notary Public, State of Florida
ERLALIZ LOPEZ
Print Name:

AGREEMENT

This is an Agreement, entered into and is effective on February 11, 2020, between **THE CITY OF DANIA BEACH, FLORIDA**, a Florida municipal corporation (the "City"), having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and **LIMOUSINES OF SOUTH FLORIDA, INC. d/b/a LSF SHUTTLE**, a Florida corporation (the "Contractor"), having an address of 3300 SW 11th Avenue, Fort Lauderdale, Florida 33315.

This Agreement contains terms and conditions under which the Contractor shall furnish all services necessary for certain public transportation services desired by the City.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged and agreed upon, the parties, intending to be legally bound, agree as follows:

SECTION ONE **DEFINITIONS AND IDENTIFICATIONS**

1.1 Agreement - means this document, Sections 1 through 15, inclusive. Other terms and conditions are included in exhibits and documents and they are expressly incorporated into this Agreement by this reference.

1.2 City - The City of Dania Beach, a municipal corporation of the state of Florida.

1.3 County - Broward County, a political subdivision of the state of Florida.

1.4 Contractor - Limousines of South Florida, Inc. d/b/a LSF Shuttle, Inc.

1.5 Invitation to Bid ("ITB") "The Invitation to Bid-Community Bus Transportation Services, Bid No. 19-009" the terms of which are made a part of and are incorporated into this Agreement by this reference. If there is a conflict between the "ITB" provisions, and the provisions of this Agreement, the terms of this Agreement shall prevail.

1.6 Revenue Service Hour - The hourly amount specified in Section 14 below for transportation services rendered.

SECTION TWO **CONTRACTOR'S SERVICES**

2.1 Contractor agrees to provide all services necessary for the day to day management, operation and maintenance of the public transportation services described below.

2.2 Contractor shall provide free fare public transportation services (until such time as City determines a fare to be appropriate), within the City at the locations and according to schedules as stated in the Agreement between Broward County and the City of Dania Beach for Public Transportation Services dated October 1, 2019, which is made a part of and is incorporated into this

Agreement by this reference. Contractor shall comply with every term, condition, duty and obligation set forth in the Agreement and with all exhibits attached to it.

2.3 The established service shall be on a fixed route basis with designated intermediate stops, consisting of a minimum of twenty-four (24) hours per week. The public transportation service shall connect with regular County bus routes. The routes for the Community Bus Transportation Services within the City of Dania Beach are shown in Exhibit "A".

2.4 The Contractor shall maintain a minimum average of five (5) passengers per hour of operation on each route operated by the City and Contractor. In the event that Contractor does not maintain such minimum average of passengers, City shall be authorized to immediately terminate this Agreement after notice is provided as specified in Section ten (10) below. County shall assist City and Contractor in their efforts to increase ridership, which may include modification of the routes.

2.5 Contractor shall comply will all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicles provided are being utilized for public transportation and while utilizing any and all routes approved in this Agreement. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.6 Contractor shall at all times during this Agreement comply with the requirements of Broward County Ordinance No. 92-8, pertaining to the maintenance of a Drug Free Work Place Program.

2.7 Insofar as possible, scheduled service shall be coordinated with existing County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing County bus service.

2.8 Contractor shall maintain certain records of information and data in the format prescribed by the County, shall furnish such records to the County on a monthly basis, and shall furnish copies of such records to the City on a monthly basis.

2.9 Contractor shall, at all times, have and maintain in proper working order a dedicated Telecommunications Device for the Deaf (TTY) number.

2.10 Contractor shall at all times during this Agreement comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

2.11 Contractor agrees that throughout the term of this Agreement that the Broward County Transit ("BCT") logo, City identification and the County assigned identification numbers

shall be conspicuously displayed on the rear of the vehicles at all times and the City logo shall be displayed on both side of all vehicles at all times.

2.12 Contractor agrees that, subject to County approval, should City derive advertising revenues from advertisements displayed on the vehicles, Contractor shall not obtain any revenues from such advertisements.

SECTION THREE **CITY'S SERVICES**

3.1 City shall review all policies established by the Contractor relative to the public transportation services.

3.2 City shall review the service planning, including adjustments to routes, schedules and such other factors that affect the quality of service provided. City shall have the right to require reasonable adjustments to the routes and Contractor agrees to comply with such adjustments in the routes.

3.3 City shall provide Contractor with bus route timetables prepared by Broward County Mass Transit Division sufficient to inform City and County residents, visitors and passengers of service to be made available.

3.4 City, in coordination with County, shall be responsible for designation of transit stops and Contractor shall only use such stops for the authorized route(s).

3.5 City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Contractor as they become due.

3.6 City shall lease to Contractor two (2) wheelchair accessible, passenger vehicles, obtained from the County, to be used in regular route service. Such vehicles shall comply with the ADA and all applicable federal and state regulations. The vehicles shall be leased to the Contractor for Ten Dollars (\$10.00) each per year. Prior to the acceptance of the vehicles by Contractor, Contractor, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicles by a mechanic designated by the Contractor.

3.7 City shall, if provided to City by County, provide to Contractor the manufacturer's warranties and maintenance shop manuals.

SECTION FOUR **PERFORMANCE STANDARDS**

4.1 The public transportation service described in this Agreement must begin on February 1, 2020.

4.2 Contractor shall complete one hundred percent (100%) of all scheduled trips on a daily basis, subject to delays which are attributable to vehicular accidents and mechanical failure which do not arise due to Contractor's failure to properly maintain the vehicles.

4.3 The Contractor will be responsible for all costs associated with performance under the Contract, including but not limited to supervision, labor, material, minor parts and supplies, equipment, tools, transportation, travel time and shop facilities.

SECTION FIVE **PERSONNEL REQUIREMENTS**

5.1 Contractor shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as day to day liaison with the City.

5.2 Vehicle chauffeurs employed by Contractor during the term of this Agreement shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications as required by the State of Florida and the County. The vehicle chauffeurs shall be required to attend and successfully complete the County's training program prior to operating the vehicles.

SECTION SIX **CONDITION AND MAINTENANCE OF THE VEHICLES**

6.1 Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with the County's requirements. All vehicles and required equipment shall be kept in good repair and condition, satisfactory to the City.

6.2 Contractor shall maintain the vehicles in accordance with manufacturer's standards.

SECTION SEVEN **RECORD KEEPING, REPORTING AND AUDITING**

7.1 Contractor shall be required to maintain all project records as requested by the City. Contractor shall permit authorized representatives of City to examine all data and records related to the project or according to the scheduled reporting periods.

7.2 Contractor shall record on a daily basis and report weekly to the City all disruptions in service, late service, vehicle breakdowns, accidents, vehicles out of service/commission and any other incident affecting service.

7.3 Contractor's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Contractor agrees to submit copies of such documentation to City on a weekly basis.

7.4 Contractor's Project Manager shall provide accurate reports on ridership by route and by trip to the City on a monthly basis.

7.5 Records shall be maintained by Contractor. These records shall show details of transactions pertaining to the management, maintenance and operation of the service and all books, accounts and records shall be available for inspection by the City upon demand.

SECTION EIGHT **PRE-SERVICE REQUIREMENTS**

The following items shall be delivered to the City by Contractor at least two days prior to the start of the service and are subject to approval by the City.

8.1 An operations manual for the public transportation service which documents all operational procedures and policies, including but not limited to the following:

- (a) Vehicle operating procedures;
- (b) Communications operating procedures;
- (c) Driver conduct rules and regulations;
- (d) Safety procedures;
- (e) Accident procedures;
- (f) Administration and reporting procedures;
- (g) Other operating procedures and policies as required for proper operation of the service;
- (h) Job description for drivers' administrative personnel;
- (i) Maintenance procedures for all vehicles;
- (j) Final system schedules; and
- (k) Training procedures for vehicle drivers.

SECTION NINE **TERM AND TIME OF PERFORMANCE**

9.1 The term of this Agreement shall become effective on February 1, 2020, and shall remain in effect for a term of two (2) years. The term of the Agreement may be renewed for one (1) additional one (1) year period upon mutual written agreement by the parties, at the same per hour cost and maximum annual cost as specified in Section Fourteen, below.

The City has the right to exercise its option to renew this Agreement, but is under no obligation to extend or renew it.

SECTION TEN **TERMINATION**

10.1 This Agreement may be terminated for cause upon seven (7) days written notice by the party that elected to terminate, if the party in breach has not corrected the cause within seven (7) days after written notice, which notice must identify the cause. This Agreement may also be terminated for convenience by action of the City upon not less than ten (10) days' written notice by the City to the Contractor.

10.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of the City as set forth in this Agreement, failure to protect the public health, safety or welfare, as determined solely by City in the reasonable exercise of its discretion, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

10.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

10.4 In the event this Agreement is terminated for cause or convenience, the monies paid by the City shall be prorated on a daily basis to the date the Agreement is terminated. Upon being notified of City's election to terminate, Contractor shall refrain from performing further services under the terms of this Agreement. However, upon being notified of City's election to terminate, Contractor acknowledges and agrees that \$10.00 compensation paid by City, the adequacy of which is acknowledged by Contractor, is given as specific and full consideration to Contractor for City's right to terminate this Agreement for cause or convenience.

10.5 In the event this Agreement is terminated, any compensation payable by City shall be withheld until all documents are provided to City pursuant to Section Two and Section Seven of this Agreement.

10.6 Upon termination of this Agreement for whatever reason, Contractor shall return the vehicles leased to the City. Contractor shall return the vehicles to City in the condition they were received at the commencement of this Agreement, normal wear and tear excepted. The Contractor's obligation to return the vehicles to the City in the condition in which they were received shall include the removal of any painting or wrapping of the vehicles for advertisement purposes. Any costs necessary to restore or prepare the vehicles for return to City shall be the sole responsibility of the Contractor. City shall have the right to inspect and to approve the condition of each vehicle prior to acceptance and should the City determine that the vehicles are not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the City.

SECTION ELEVEN

NOTICES

11.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt. The place for giving notice shall remain the same as set forth in this Agreement until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City of Dania Beach: City of Dania Beach
Ana M. Garcia, ICMA-CM, City Manager
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a Copy to: City of Dania Beach
Thomas J. Ansbrosio, City Attorney
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

For Broward County:
(courtesy copies of notices) Director of Mass Transit Division
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

For Contractor: Mark Levitt, President
Limousines of South Florida, Inc. d/b/a LSF Shuttle
3300 SW 11th Avenue
Fort Lauderdale, Florida 33315

SECTION TWELVE **INDEMNIFICATION**

12.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

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

12.2 As to County: Contractor agrees to indemnify and hold harmless the County and County's officers, agents, and employees as described in the Agreement attached as Exhibit "B".

SECTION THIRTEEN **INSURANCE**

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

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

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

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

13.2.1 **WORKERS' COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the term of the Agreement, or any renewal period of it, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined

by Chapter 440, Florida Statutes), in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

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

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

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

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

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

13.3.1 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, to include coverage for owned, hired, and non-owned vehicles.

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

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

SECTION FOURTEEN

PAYMENT

14.1 In return for services provided by Contractor and specified in this Agreement, the City agrees to pay Contractor Forty Five Dollars (\$45.00) per hour, per vehicle in operation. In no event shall the amount paid exceed \$222,500.00 in the first year and any renewal year. The funds shall be used by Contractor solely for the purpose of maintaining, operating and properly equipping the vehicles, and City shall not be responsible for payment of any other monies to Contractor under this Agreement. If the cost of fuel exceeds \$4.50 per gallon for a continued (90) day period, the City will consider and negotiate in good faith with the Contractor a rate adjustment.

SECTION FIFTEEN

MISCELLANEOUS

15.1 Assignments. This Agreement, and any interests in it, shall not, in whole or in part, be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement, and all rights of Contractor under this Agreement will terminate.

15.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective, unless contained in a prior written document and executed by the parties.

15.3 The Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination of the foregoing, to adequately and competently perform the duties, obligations and services set forth in this Agreement, and to provide and perform such services to the City's satisfaction.

The Contractor shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

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

15.5 The City and the Contractor agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement.

SECTION SIXTEEN
DEFAULT OF AGREEMENT AND REMEDIES

16.1 In case of any default by Contractor, the City shall notify the Contractor, in writing of such default and direct Contractor to comply with all terms and conditions of this Agreement. If Contractor does not timely cure such default within seven (7) days after notice was sent by City, City may declare a default of this Agreement, and may notify the Contractor of such declaration of default in writing, and terminate the Agreement.

SECTION SEVENTEEN
BANKRUPTCY

17.1 It is agreed that if the 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. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Section 9 will be enforced at City's discretion.

SECTION EIGHTEEN
DISPUTE RESOLUTION

18.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

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

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

18.4 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. Further, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply to this Agreement due to the joint contributions to it of both parties.

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

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

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

18.8 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

18.9 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

18.10 Nondiscrimination. The Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; terms and conditions of employment, selection for training, including apprenticeships and accessibility.

18.11 Severance. In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City or the Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

18.12 Amendments. No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and the Contractor.

18.13 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

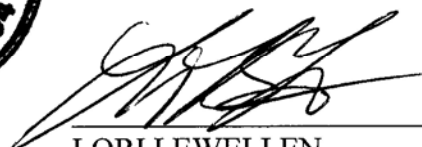
IN WITNESS OF THE FOREGOING, the City has caused this Agreement to be signed by its Mayor, City Manager, attested by the City Clerk with the corporate seal of the City of Dania Beach, and the Contractor has executed this Agreement effective as of the date set forth above.

ATTEST:



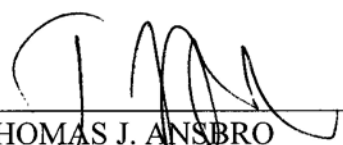

THOMAS SCHNEIDER, CMC
CITY CLERK

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


LORI LEWELLEN
MAYOR


ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED AS TO LEGAL FORM AND CORRECTNESS:


THOMAS J. ANSBURO
CITY ATTORNEY

WITNESSES:

RaShonda Maddox
Signature
RaShonda Maddox
PRINT Name

[Signature]
Signature
Martin Paulk
PRINT Name

CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA,
INC., a Florida Corporation

[Signature]
Signature
Mark Levitt
PRINT Name

Vice President
Title
January 23, 2020
Date

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, on January 23, 2020, by Mark Levitt, as
Vice President of Limousines of South Florida, Inc., a Florida corporation, on
behalf of the corporation. He/she is personally known to me or has produced D/L
as identification.

My Commission Expires:
02-03-2023

Michael R. Clemente
Notary Public, State of FLORIDA
MICHAEL R. CLEMENTE
Print Name



EXHIBIT “A”

INFORMATION

For more information about the City of Dania Beach
Community Shuttle Service routes and connections:

954-924-6800 Ext. 3626
Monday - Friday: 8:30AM - 5PM

Hearing-speech impaired/TTY:
954-925-1388

Visit the City of Dania Beach's web site
www.daniabeachfl.gov

For more information about BCT routes, fares or
connections, call:

BCT Rider Info:
954-357-8400

Hearing-speech impaired/TTY*
954-357-8302
*Teletype machine required



Visit Broward County Transit's web site at:

Broward.org/BCT

This publication can be made available in
alternative formats upon request by contacting
954-357-8400 or TTY 954-357-8302.



BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and
provider of services.

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been
subjected to discrimination because of race, color, or national origin,
under any transit program or activity provided by Broward County
Transit (BCT), may call 954-357-8481 to file a Title VI discrimination
complaint or write to Broward County Transit Division, Compliance
Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

DANIA BEACH East Route West Route

BCT Route 740 East
BCT Route 741 West



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Community Shuttle Service Routes and Timetables



Effective: April 2014

DANIA BEACH COMMUNITY SHUTTLE ROUTES SERVICE

The City of Dania Beach and Broward County Transit (BCT) have partnered to provide the Dania Beach East and West Routes. This community shuttle service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Dania Beach Routes include: Dania Beach City Hall & Library, Frost Park & Dania Jai Alai, Dania Beach Marina, Antique District Shops, US Post Office, Hotel Complex, Oakwood Plaza, Airport Tri-Rail Station, Sportsman's Park, Patrick J. Meli Park, Hard Rock Hotel and Casino and surrounding neighborhood.

Connections are available to BCT Routes 1 and US 1 Breeze, 4, 6, 12, 15, 16, 18 and 441 Breeze, and the South Florida Education Center (SFEC) Shuttle.

All shuttles on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Dania Beach Community Shuttle Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

EAST ROUTE: Monday Through Saturday: 9AM – 5:30PM

WEST ROUTE: Monday Through Saturday: 9AM – 5:47PM

The Dania Beach East Route operates approximately every 60 minutes, with assigned stops. This route provides service to Dania Beach Marina beginning at 11AM.

The Dania Beach West Route operates approximately every 75 minutes, with assigned stops. This route provides service to Hard Rock Hotel and Casino beginning at 9AM.

Please refer to the timetable and map on the reverse side of this pamphlet. The shuttle will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the shuttle to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Dania Beach Community Shuttle Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the shuttle.

HOLIDAYS

The Dania Beach East and West Routes do not operate on the following holidays observed by City of Dania Beach:

- New Year's Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Dania Beach Community Shuttles. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the shuttle approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the shuttle.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

1,000 copies of this public document was promulgated at a gross cost of \$1,316, or \$1.32 per copy, to inform the public about community shuttle service between Broward County Transit and the City of Dania Beach. 3/19

WEST ROUTE

Dania Beach City Hall	NW 1 ST NW 14 AVE	STIRLING RD COMPLEX PICKUP	OAKWOOD SQUARE K-MART	PARK RD AND SW 55 ST	FLT-AIRPORT TRI-RAIL	GRIFFIN RD & SW 31 AVE PUBLIX	HARD ROCK CASINO SW 54 CT/LUCKY ST	BEL-PLAYLAND- BROWARD	GRIFFIN RD & SW 31 AVE PUBLIX - ARRIVAL	GRIFFIN RD & SW 31 AVE PUBLIX - DEPARTURE	PARK RD AND SW 55 ST	DANIA BEACH CITY HALL
1	2	3	4	5	6	7	8	9	7	7	5	1
9:00a	9:04a	9:07a	9:13a	9:28a	9:33a	9:38a	9:45a	9:48a	9:55a	10:00a	10:03a	10:15a
10:15a	10:19a	10:22a	10:28a	10:43a	10:48a	10:53a	11:00a	11:03a	11:10a	11:15a	11:18a	11:30a
11:30a	11:34a	11:37a	11:43a	11:58a	12:03p	12:08p	12:15p	12:18p	12:25p	12:30p	12:33p	12:45p
12:45p	12:49p	12:52p	12:58p	1:13p	1:18p	1:23p	1:30p	1:33p	1:40p	1:45p	1:48p	2:00p
2:00p	2:04p	2:07p	2:13p	2:28p	2:33p	2:38p	2:45p	2:48p	2:55p	3:00p	3:03p	3:15p
3:15p	3:19p	3:22p	3:28p	3:43p	3:48p	3:53p	4:00p	4:03p	4:10p	4:15p	4:18p	4:30p
4:32p	4:36p	4:39p	4:45p	5:00p	5:05p	5:10p	5:17p	5:20p	5:27p	5:32p	5:35p	5:47p

Bold numbers indicate P.M. hours.

EAST ROUTE

DANIA BEACH CITY HALL	FROST PARK & DANIA JAI ALAI	NE 2 ST & NE 6 AVE DANIA	DANIA BEACH WEINER'S MOBILE PARK	DANIA BEACH BAR AND GRILL	DANIA BEACH & SE 5 AVE BEACHWAY PLAZA	SE 3 AVE & SE 10 ST	SHERIDAN ST & SE 5 AVE ARRIVAL	SHERIDAN ST & SE 5 AVE DEPARTURE	DANIA BEACH BLVD & SE 3 AVE WINN-DIXIE	COMMUNITY HEALTH CTR MEMORIAL HOSPITAL	DANIA BEACH CITY HALL	SAVE-A-Lot & COLLEGE GARDENS COMMUNITY	OAKWOOD SQUARE K-MART	DANIA BEACH CITY HALL
1	2	3	4	5	6	7	8	8	9	10	1	11	12	1
9:00a	9:04a	9:07a	9:10a		9:14a	9:17a	9:21a	9:26a	9:31a	9:36a	9:39a	9:46a	9:52a	9:57a
9:57a	10:01a	10:04a	10:07a		10:11a	10:14a	10:18a	10:23a	10:28a	10:33a	10:36a	10:43a	10:49a	10:54a
10:54a	10:58a	11:01a	11:04a	11:11a	11:16a	11:20a	11:24a	11:29a	11:34a	11:39a	11:42a	11:49a	11:55a	12:00p
12:00p	12:04p	12:07p	12:10p	12:17p	12:22p	12:26p	12:30p	12:35p	12:40p	12:45p	12:48p	12:55p	1:01p	1:06p
1:06p	1:10p	1:13p	1:16p	1:23p	1:28p	1:32p	1:36p	1:41p	1:46p	1:51p	1:54p	2:01p	2:07p	2:12p
2:12p	2:16p	2:19p	2:22p	2:29p	2:34p	2:38p	2:42p	2:47p	2:52p	2:57p	3:00p	3:07p	3:13p	3:18p
3:18p	3:22p	3:25p	3:28p	3:35p	3:40p	3:44p	3:48p	3:53p	3:58p	4:03p	4:06p	4:13p	4:19p	4:24p
4:24p	4:28p	4:31p	4:34p	4:41p	4:46p	4:50p	4:54p	4:59p	5:04p	5:09p	5:12p	5:19p	5:25p	5:30p

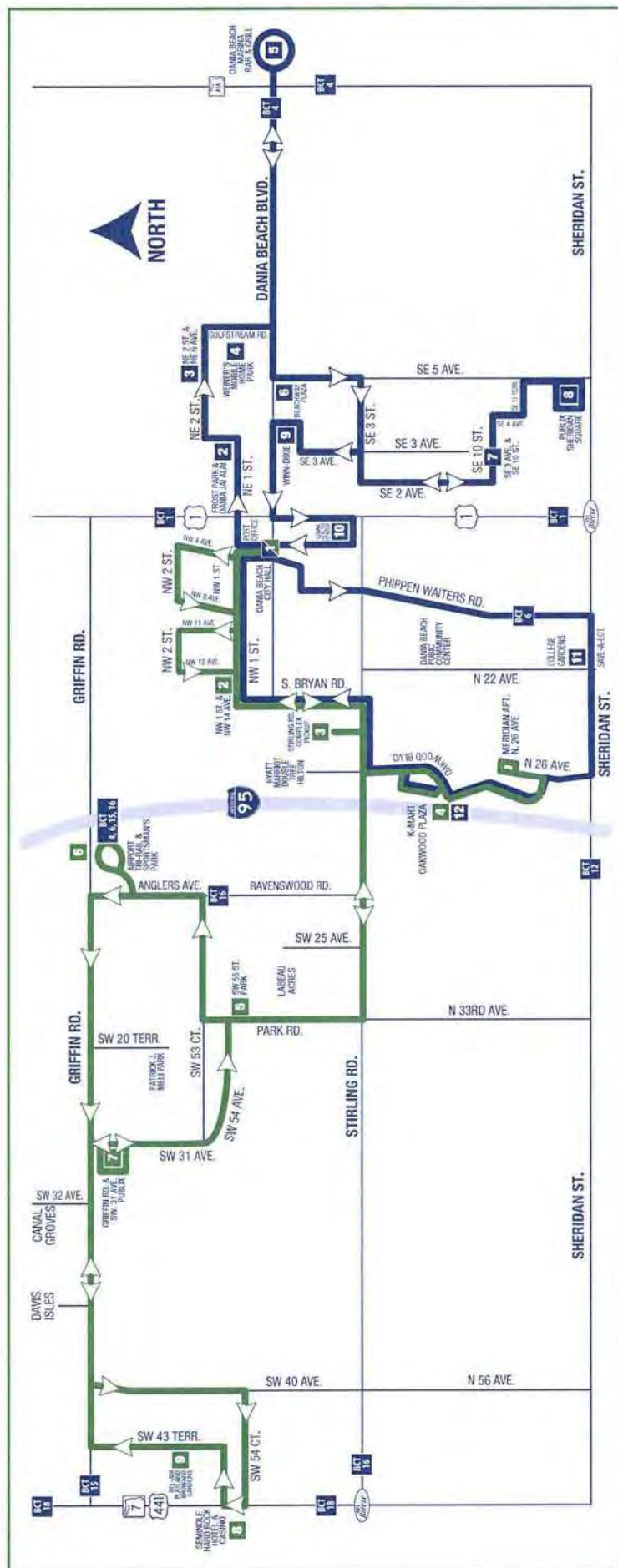


EXHIBIT “B”

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR COMMUNITY SHUTTLE SERVICE

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

RECITALS

- A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City.
- B. Public transportation resources are limited and must be used in the most efficient manner.
- C. The Parties acknowledge that additional public transportation is needed for residents of City and those persons traveling within City to supplement existing mass transit service provided by County.
- D. The Parties desire to provide an alternative form of public transit service to the residents of City and those persons traveling within City that does not duplicate existing mass transit service provided by County.
- E. City has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.
- F. County desires to engage City to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

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

ARTICLE 1. DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** means Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

- 1.2 **BCT** means the Broward County Transit Division.
- 1.3 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.
- 1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.
- 1.6 **Emergency Transportation Service** means the transportation service scheduled at the direction of County during periods of adverse weather or other emergency conditions as determined by County including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.
- 1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

- 2.1 **ROUTES.** City shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other City Community Shuttle route.

2.2 USE OF SUBCONTRACTOR. Community Shuttle Service may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

2.3 ADA. City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. City acknowledges and agrees that it shall not deviate from or make changes to the Routes established in Exhibit A, including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of the Contract Administrator. City further acknowledges and agrees that funding under this Agreement is as set forth in Article 6, and County shall not compensate City for any deviations or changes from the Routes established in Exhibit A.

2.4.1 Change requests should be made in writing, on City letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

- (1) Nature of change requested;
- (2) Reason for change including supporting documentation such as letters from the community; and
- (3) Any available details and/or preliminary research or work done to support the change.

2.4.2 Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify City, in writing, whether the request is approved.

2.5 FARES. If City and County determine a fare to be appropriate, City may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

2.5.1 City's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

- (1) A senior – an individual who is 65 years of age or older;

- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
- (3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

2.5.2 City shall:

- (1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;
- (2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and
- (3) Not implement the proposed fare or fare change prior to receiving County's written approval.

2.6 PUBLIC HEARING REQUIREMENTS. City, in compliance with the provisions of 49 U.S.C. Section 5307, shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation of or change in fares;
- (2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);
- (3) Prior to establishing a new Community Shuttle Service route;
- (4) Prior to discontinuing any Community Shuttle route in its entirety; and
- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

2.6.1 At least one (1) Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate;

- (2) The date, time, and accessible location of the hearing;
- (3) The location and addressee to whom written comments may be sent; and
- (4) Criteria for requesting available accommodations and alternative formats.

2.6.2 If service changes are necessitated by road closures or road construction/repair, or interruptions due to hurricane or other natural disaster, the Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. City shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number that can be used to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.3 City shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 BUS STOPS. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

2.7.1 Service. City shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

- (1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.
- (2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and City that

City's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. City shall return any and all funds paid in advance to City for services that were not performed prior to the date specified in any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to City of any new required minimum average PPRH per route. If City fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, City, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by County. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and, at County's discretion, County may require City to authorize the use of any Vehicle(s) leased to City herein by County or any other City that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another City as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.9.1 In the event of an emergency or natural disaster, City is required to call the CTO to advise of City's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with City and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). City shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or other restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators, and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to County thirty (30) days after the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. City shall allow any on-board surveys and/or inspections as may be requested by County.

2.12 PUBLIC TRANSIT PROVIDER. City, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

- 2.13.1 City shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard to minimize the discharge of pollutants. City shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.
- 2.13.2 City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.
- 2.13.3 City shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 City shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 City shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. City shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.

- a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.

2.13.8 City shall:

- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
- b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
- e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
- f. Supervise Community Shuttle Service operations.
- g. Provide a means of direct communication between supervisors and Vehicle operators.
- h. Comply with and make appropriate personnel available for County's monitoring and audits.

- i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If City utilizes a Subcontractor to provide Community Shuttle Service, a representative from City and a representative from Subcontractor shall attend the meetings.
- j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.
- k. Respond to the Contract Administrator's requests for information in a timely manner.
- l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."
- m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.
- n. Provide City's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

2.14 SUSPENSION OF OPERATIONS. When performance is made impossible, City may request verbal or written approval from County to suspend operations. After prior approval from County, City may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

2.15 VEHICLE OPERATORS. City shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. City shall require its Vehicle operators performing the services hereunder to notify City within twenty-four (24) hours after any conviction for any traffic violation (except parking). City shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

2.15.1 All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.

2.15.2 City shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

- a. More than one (1) moving violation in the last three (3) years*.
- b. An at-fault accident in the last three (3) years*.
- c. Failure to Appear or a Failure to Pay in the last three (3) years*.
- d. Reckless Driving in the last seven (7) years*.
- e. Driving Under the Influence (DUI) within the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. Suspension within the last three (3) years*. One suspension for PIP permitted.
- g. Manslaughter resulting from the operation of a motor vehicle.
- h. Hit and Run or Hit and Run with Property Damage.
- i. Reckless Driving causing injury.
- j. DUI causing injury.
- k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.3 City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

- a. Driving Record;
- b. Background Verification Record;
- c. Criminal Background information; and
- d. INS Employment Eligibility Form I-9

2.15.4 City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, City shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. City shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

- 2.15.5 City shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:
- a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.
 - b. Only allow Vehicle(s) to be operated by properly licensed operators.
 - c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.
 - d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.
 - e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.
 - f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.
 - g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.
 - h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. City shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

- a. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.
 - b. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
 - c. The United States Department of Transportation (DOT), Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.
- 2.17 DRUG AND ALCOHOL PROGRAM. City agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, City agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- 2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
 - 2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
 - 2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

- 2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. City shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 City is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at City's expense with guidance from City's NTD analyst and County as needed.

- 2.19 ANNOUNCEMENTS. If the Vehicle is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the Vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the Vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed routes;
- b. Major intersections and destination points;
- c. Intervals/points of interest along a route to orient an individual with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

- 2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 City shall comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 City shall comply with the provisions of 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

- 2.21 TEXT TELEPHONE ("TTY"). City shall at all times, while providing the Community Shuttle Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. City shall comply with the following:

- a. City, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and safety and security review by County and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. Advertising, if allowed by County on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- l. Vehicle(s) shall be structurally sound and operate with minimum noise, vibration, and visible exhaust fumes.
- m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed operators shall be required to attend and successfully complete County's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial driver licensed operators employed at any time during the term of this Agreement.

2.23.1 City shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, City shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse City for compensations paid to bus operators for attending required training.

2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE. County shall provide service planning and scheduling assistance. All requests by City for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by City and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to City and its Subcontractor.

2.25 TIMETABLES. County shall print and provide bus route timetables to City that inform City residents and passengers of the Community Shuttle Service.

ARTICLE 3. VEHICLES

3.1 LEASE. County will lease to City Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle Service as set forth in Exhibit A. Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to City for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by City, City at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by City.

3.2 REIMBURSEMENT. Should City choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse City on a per-Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 USE. Vehicle(s) shall be provided by County to City at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). City shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 REPLACEMENT. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. City's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should City choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 SPARE VEHICLE(S). County will provide to City a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. City's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 INSPECTIONS. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by City and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, City shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. City shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. City shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. City shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. City shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. City shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 City shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

- a. Preventative maintenance;
- b. Repair work orders; and
- c. Annual/biannual inspections.

3.10 MAINTENANCE AND REPAIR. City shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. City shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.

3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:

- a. Above or beside the passenger entrance door(s);
 - b. On the exterior rear of the Vehicle;
 - c. On the exterior front of the Vehicle; and
 - d. On the interior of the Vehicle above the front windshield.
- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

- 3.11.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA compliant route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
- 3.11.3 City shall maintain all interior signs placed by County.
- 3.11.4 City shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.
- 3.11.5 City shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.
- 3.12 DAILY CLEANING. City shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:
- a. Exterior washed;
 - b. Interior windows cleaned;
 - c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;
 - d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;
 - e. Upholstered seats are vacuumed;
 - f. Pest control;
 - g. All handrails are wiped down with clean water and appropriate cleaning solution; and
 - h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to customers shall be maintained and made available consistent with City's Lost and Found Policy which policy shall comply with Florida law. City's Lost and Found Policy must be approved by the Contract Administrator;
- 3.13 TITLE. Title to County-owned Vehicle(s) shall remain in County at all times, and City shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of City purporting to create any claim, lien, or encumbrance shall be void. City shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. City shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from City's use of the Vehicle(s). City shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that City has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. City agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.

3.15.2 Delivery and Installation: County shall provide City with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will be installed in Vehicle(s) and City shall make the Vehicle(s) available on the date established by County. County will install, or cause to be installed, the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment into Vehicle(s), County shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any City facility. City shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. City agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.15.3 Operations, Maintenance, and Repair: County shall provide City with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by City to the designated representative of County. Upon receiving such

inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of City's description of the problem or arrange for assistance from a maintenance service representative.

3.15.4 County shall pay for routine maintenance, provided, however, that City shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment or any component thereof in other than the manner for which it was installed;
- b. Damage to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City, its employees, agents, or third parties;
- c. Modification of the installed AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City which was not authorized by County; or
- d. Maintenance performed by City without County's authorization.

3.15.5 Risk of Loss: After installation in the Vehicle(s), City shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

3.15.6 Restrictions: The following restrictions shall apply to City's use of the AVL/MDC Equipment:

- a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of City purporting to create such a claim, lien, or encumbrance shall be void;
- b. City shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;
- c. City shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;
- d. City shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

- e. City shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide City with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide City's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to City. County may provide additional training, as deemed necessary by County, to City's personnel at no cost to City; and

3.15.9 City shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of City, and any and all damage shall be repaired at the sole cost and expense of City. City shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4. COMPLAINTS

4.1 County shall provide City with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, City shall conduct the necessary investigation and respond in writing to each complainant. City shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. City shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. City shall display the Title VI Notice conspicuously on each Vehicle. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 City shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, City shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by City as directed by the Contract Administrator.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of forty-two dollars (\$42.00) for Total Vehicle Hours. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from City as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

- 6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.
 - 6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.
 - 6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.
 - 6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.
 - 6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 6.4 Payment shall be made to City at:

City of Dania Beach
Attn: Billing & Collections
100 W. Dania Beach Blvd
Dania Beach, FL 33004

ARTICLE 7. INSURANCE

7.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

7.4 In the event City contracts with a Subcontractor to provide any of the Services set forth herein, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

7.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

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

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

8.2.2 City's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or

8.2.3 If City's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if City's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if City's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

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

8.4 If this Agreement is terminated for convenience by County, City shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by City, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EEO COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

9.3 City shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, City shall take affirmative steps to prevent discrimination in employment against disabled persons.

9.4 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 10. TITLE VI

10.1 By execution of this Agreement, City, as a subrecipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. City shall provide information to the public regarding the Title VI Complaint Procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. City shall permit County to monitor City for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

*NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT
Any person or group who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954) 357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, Florida 33324.*

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with County procedures.

10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS. City shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

10.6 PLANNING OR ADVISORY BOARDS. City does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B, Chapter III, Sec. 10. If such entities are created, City will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

10.7 MONITORING SUBRECIPIENTS. City is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

10.8 FACILITY EQUITY ANALYSIS. City does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B, Chapter III, Sec. 13. If plans are created, City will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

10.9 SERVICE STANDARDS. City, in agreement with County, will use service standards outlined in City's Title VI Plan for Community Shuttle Service. City will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
- 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records

requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION - TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Subcontractors shall make same available in written form at no cost to City.

11.3.1 City and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

11.3.2 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

11.3.3 City shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

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

11.5 INDEPENDENT CONTRACTOR. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Community Shuttle Service under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

11.7 THIRD-PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 NOTICES. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324
cwalton@broward.org

FOR CITY:

Ana M. Garcia, City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
agarcia@daniabeachfl.gov

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

11.10 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.11 COMPLIANCE WITH LAWS. City and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.12 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

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

11.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City.

11.18 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other

purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

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

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

Exhibit A	Service Schedules, Routes & Maps
Exhibit B	Drug Free Workplace Certification
Exhibit C	Schedule of Reports
Exhibit D	Vehicle & Equipment Inventory
Exhibit E	Pre-Trip & Post-Trip Inspection Form
Exhibit F	Funding
Exhibit G	Invoice

11.21 REPRESENTATION OF AUTHORITY. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 30th day of August, 2019, and CITY OF Dania Beach, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By Tamara Brannon

Print Name: **TAMARA BRANNON**

By Maryanne Darby

Print Name: **MARYANNE DARBY**

BROWARD COUNTY, by and through its County Administrator

By Bertha Henry

Bertha Henry, County Administrator

3rd day of October, 2019



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

By Angela J. Wallace

Angela J. Wallace
Deputy County Attorney

10/1/19
(Date)

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
City of Dania Beach FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:

Thomas Schneider
City Clerk
Thomas Schneider, CMC

CITY OF

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

23 day of September, 2019.

(CORPORATE SEAL)



APPROVED AS TO FORM:

By: Thomas J. Ansbro
City Attorney Thomas J. Ansbro

Exhibit A
Service Schedules, Routes & Maps

INFORMATION

For more information about the City of Dania Beach
Community Shuttle Service routes and connections:

954-924-6800 Ext. 3626

Monday - Friday: 8:30AM - 5PM

Hearing-speech impaired/TTY:

954-925-1388

Visit the City of Dania Beach's web site

www.daniabeachfl.gov

For more information about BCT routes, fares or
connections, call:

BCT Rider Info:

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



Visit Broward County Transit's web site at:

Broward.org/BCT

This publication can be made available in
alternative formats upon request by contacting
954-357-8400 or TTY 954-357-8302.



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT**
An equal opportunity employer and
provider of services.

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been
subjected to discrimination because of race, color, or national origin,
under any transit program or activity provided by Broward County
Transit (BCT), may call 954-357-8481 to file a Title VI discrimination
complaint or write to Broward County Transit Division, Compliance
Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

DANIA BEACH East Route West Route

**BCT Route 740 East
BCT Route 741 West**



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Community Shuttle Service Routes and Timetables



Effective: April 2014

DANIA BEACH COMMUNITY SHUTTLE ROUTES SERVICE

The City of Dania Beach and Broward County Transit (BCT) have partnered to provide the Dania Beach East and West Routes. This community shuttle service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Dania Beach Routes include: Dania Beach City Hall & Library, Frost Park & Dania Jai Alai, Dania Beach Marina, Antique District Shops, US Post Office, Hotel Complex, Oakwood Plaza, Airport Tri-Rail Station, Sportsman's Park, Patrick J. Meli Park, Hard Rock Hotel and Casino and surrounding neighborhood.

Connections are available to BCT Routes 1 and US 1 Breeze, 4, 6, 12, 15, 16, 18 and 441 Breeze, and the South Florida Education Center (SFEC) Shuttle.

All shuttles on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Dania Beach Community Shuttle Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

EAST ROUTE: Monday Through Saturday: 9AM – 5:30PM

WEST ROUTE: Monday Through Saturday: 9AM – 5:47PM

The Dania Beach East Route operates approximately every 60 minutes, with assigned stops. This route provides service to Dania Beach Marina beginning at 11AM.

The Dania Beach West Route operates approximately every 75 minutes, with assigned stops. This route provides service to Hard Rock Hotel and Casino beginning at 9AM.

Please refer to the timetable and map on the reverse side of this pamphlet. The shuttle will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the shuttle to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Dania Beach Community Shuttle Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the shuttle.

HOLIDAYS

The Dania Beach East and West Routes do not operate on the following holidays observed by City of Dania Beach:

- New Year's Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Dania Beach Community Shuttles. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the shuttle approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the shuttle.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

1,000 copies of this public document was promulgated at a gross cost of \$1,316, or \$1.32 per copy, to inform the public about community shuttle service between Broward County Transit and the City of Dania Beach. 3/19

WEST ROUTE

1	2	3	4	5	6	7	8	9	7	7	5	1
Dania Beach City Hall	NW 1 ST NW 14 AVE	STIRLING RD COMPLEX PICKUP	OAKWOOD SQUARE K-MART	PARK RD AND SW 55 ST	FLT-AIRPORT THRU-RAIL	GRIFFIN RD & SW 31 AVE PUBLIX	HARD ROCK CASINO SW 54 CT/LUCKY ST	BEL-PLAYLAND- BROWARD	GRIFFIN RD & SW 31 AVE PUBLIX - ARRIVAL	GRIFFIN RD & SW 31 AVE PUBLIX - DEPARTURE	PARK RD AND SW 55 ST	DANIA BEACH CITY HALL
9:00a	9:04a	9:07a	9:13a	9:28a	9:33a	9:38a	9:45a	9:48a	9:55a	10:00a	10:03a	10:15a
10:15a	10:19a	10:22a	10:28a	10:43a	10:48a	10:53a	11:00a	11:03a	11:10a	11:15a	11:18a	11:30a
11:30a	11:34a	11:37a	11:43a	11:58a	12:03p	12:08p	12:15p	12:18p	12:25p	12:30p	12:33p	12:45p
12:45p	12:49p	12:52p	12:58p	1:13p	1:18p	1:23p	1:30p	1:33p	1:40p	1:45p	1:48p	2:00p
2:00p	2:04p	2:07p	2:13p	2:28p	2:33p	2:38p	2:45p	2:48p	2:55p	3:00p	3:03p	3:15p
3:15p	3:19p	3:22p	3:28p	3:43p	3:48p	3:53p	4:00p	4:03p	4:10p	4:15p	4:18p	4:30p
4:32p	4:36p	4:39p	4:45p	5:00p	5:05p	5:10p	5:17p	5:20p	5:27p	5:32p	5:35p	5:47p

Bold numbers indicate P.M. hours.

EAST ROUTE

1	2	3	4	5	6	7	8	8	9	10	1	11	12	1
DANIA BEACH CITY HALL	FROST PARK & DANIA JAI ALAI	NE 2 ST & NE 6 AVE DANIA	DANIA BEACH WEINER'S MOBILE PARK	DANIA BEACH BAR AND GRILL	DANIA BEACH & SE 5 AVE BEACHWAY PLAZA	SE 3 AVE & SE 10 ST	SHERIDAN ST & SE 5 AVE ARRIVAL	SHERIDAN ST & SE 5 AVE DEPARTURE	DANIA BEACH BLVD & SE 3 AVE WINN-DIXIE	COMMUNITY HEALTH CTR MEMORIAL HOSPITAL	DANIA BEACH CITY HALL	SAVE-A-LOT & COLLEGE GARDENS COMMUNITY	OAKWOOD SQUARE K-MART	DANIA BEACH CITY HALL
9:00a	9:04a	9:07a	9:10a		9:14a	9:17a	9:21a	9:26a	9:31a	9:36a	9:39a	9:46a	9:52a	9:57a
9:57a	10:01a	10:04a	10:07a		10:11a	10:14a	10:18a	10:23a	10:28a	10:33a	10:36a	10:43a	10:49a	10:54a
10:54a	10:58a	11:01a	11:04a	11:11a	11:16a	11:20a	11:24a	11:29a	11:34a	11:39a	11:42a	11:49a	11:55a	12:00p
12:00p	12:04p	12:07p	12:10p	12:17p	12:22p	12:26p	12:30p	12:35p	12:40p	12:45p	12:48p	12:55p	1:01p	1:06p
1:06p	1:10p	1:13p	1:16p	1:23p	1:28p	1:32p	1:36p	1:41p	1:46p	1:51p	1:54p	2:01p	2:07p	2:12p
2:12p	2:16p	2:19p	2:22p	2:29p	2:34p	2:38p	2:42p	2:47p	2:52p	2:57p	3:00p	3:07p	3:13p	3:18p
3:18p	3:22p	3:25p	3:28p	3:35p	3:40p	3:44p	3:48p	3:53p	3:58p	4:03p	4:06p	4:13p	4:19p	4:24p
4:24p	4:28p	4:31p	4:34p	4:41p	4:46p	4:50p	4:54p	4:59p	5:04p	5:09p	5:12p	5:19p	5:25p	5:30p

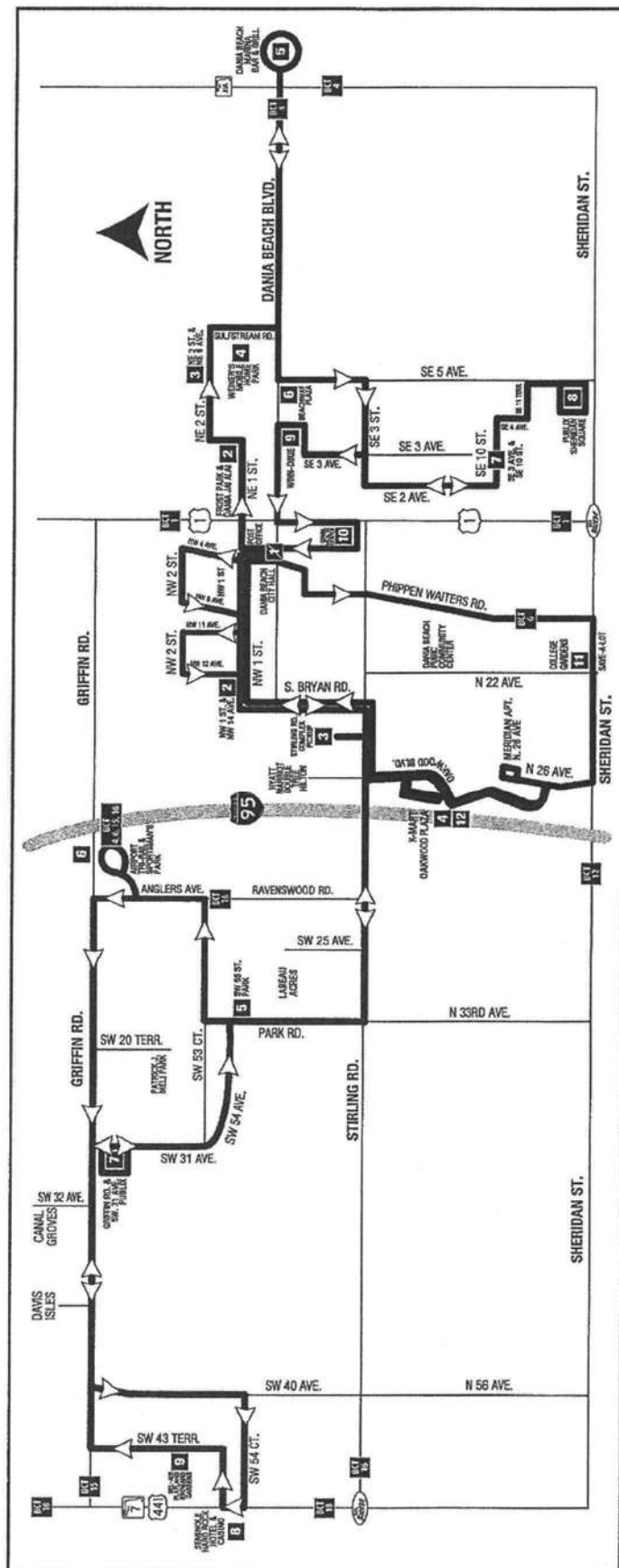


Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF

Florida

COUNTY OF

Broward

The foregoing instrument was acknowledged before me this 30th day of September, 2019

by

Mark Levitt

(Name of person who's signature is being notarized)

as

Vice President

(Title)

of Limosines of South Florida, Inc.

(Name of Corporation/Company)

known to me to be the person described herein, or who produced

D/C
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michael R. Clemente

(Signature)

Michael R. Clemente

(Print Name)

My commission expires: 02-03-2023



Exhibit C
Schedule of Reports

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loans, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator. Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

City of Dania Beach

Vehicles for Fiscal Year 2020

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1374	2013	ENC Aerotech	16/2	316406	1GB6G5BL8D1124421
M1452	2015	Chevy El Dorado	16/2	316620	1GB6G5BL5F1127263

Bus M1374

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1

T# 765585127

B# 1287216

PLATE TC7930 DECAL

Expires NO EXPIRATION

YR/MK 2013/ELDO BODY BU
VIN 1GB8G5BL8D1124421
Plate Type NVR NET WT 10480
DL/FHID 566000631-01
Date Issued 8/8/2013 Plate Issued 8/8/2013

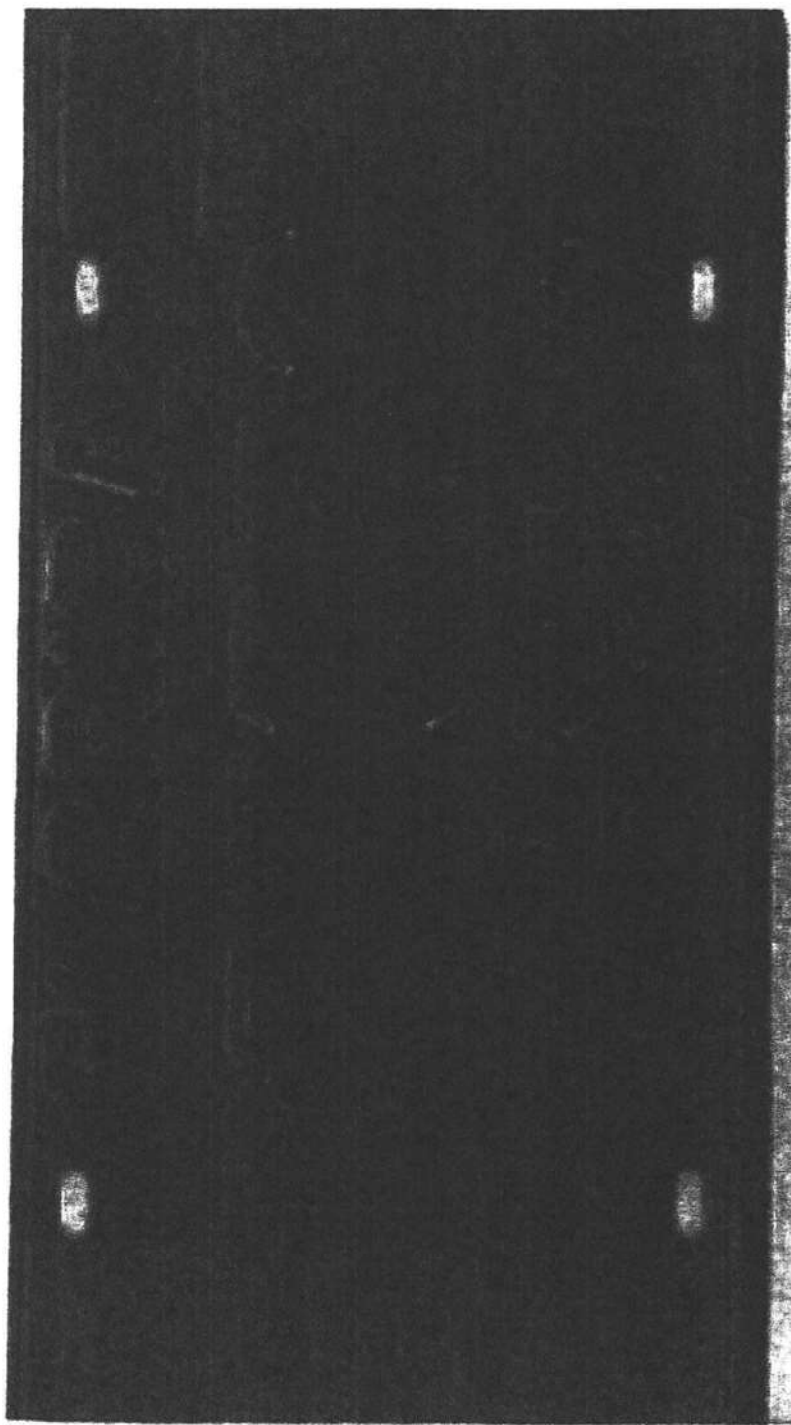
COLOR	WHI	Reg. Tax	48.85	Class Code	97
TITLE	112523306	Init. Reg.		Tax Months	12
		County Fee	3.00	Back Tax Mos	
		Mail Fee		Credit Class	
		Sales Tax		Credit Months	
		Voluntary Fees			
		Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X



Bus m1374

Bus # 1452

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat; for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 TW 847258062
BH 1475958

PLATE	TE1195	DECAL	Expires	NO EXPIRATION					
/R/MK	2015/ELDO	BODY	HU		Reg. Tax	36.30	Class Code	97	
/IN	1GB6G5BLSF1127263			TITLE	Init. Reg.		Tax Months	12	
Plate Type	NVR	NET WT	10516	GVW	County Fee	3.00	Back Tax Mos		
DL/FEID	566000531-01				Mail Fee		Credit Class		
Date Issued	3/26/2015	Plate Issued	3/26/2015		Sales Tax		Credit Months		
					Voluntary Fees				
					Grand Total	39.30			

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

IVR - COUNTY VEHICLES PLATE ISSUED X

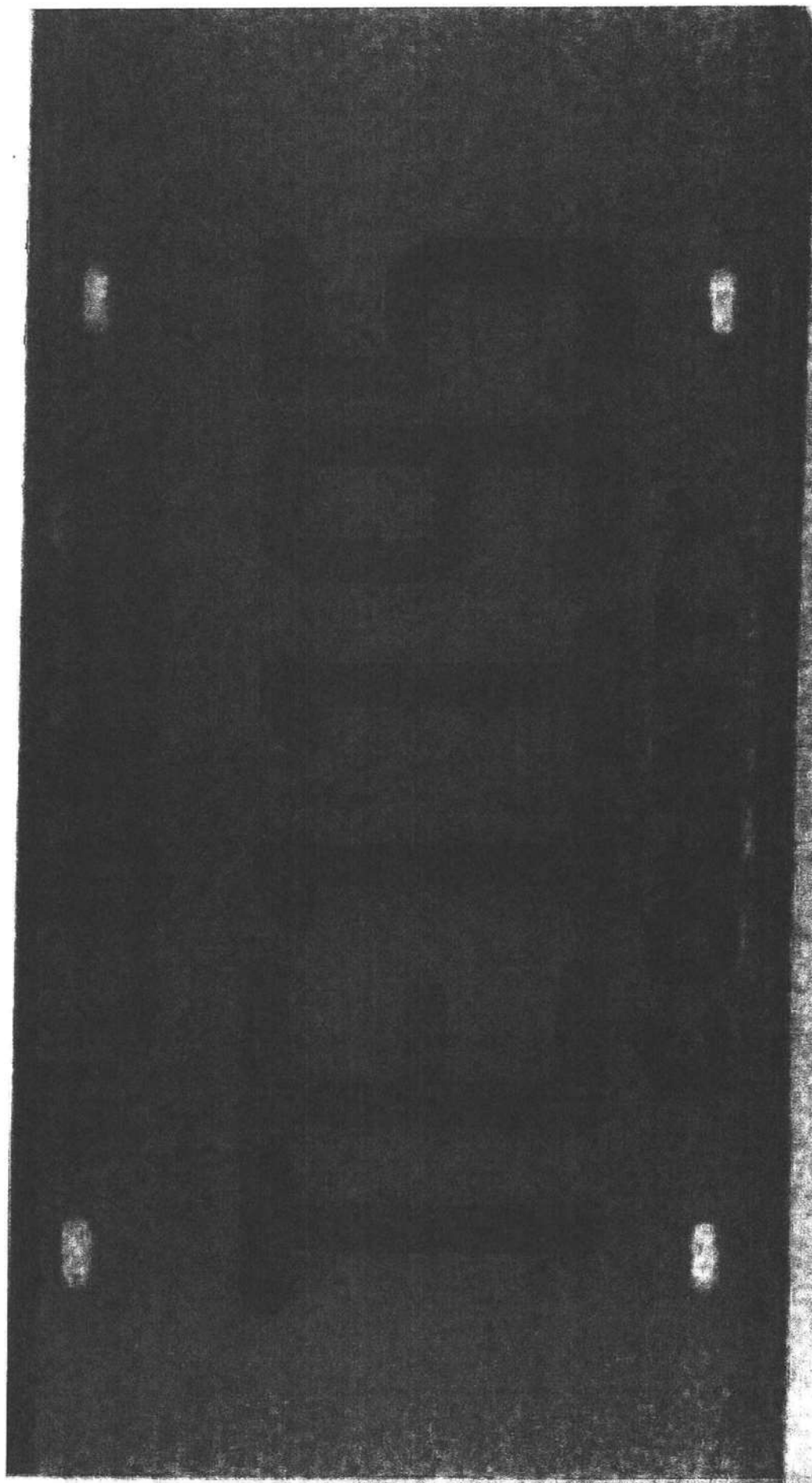


Exhibit E
Pre-Trip & Post-Trip Inspection Form

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

Pre-trip/Post-trip Inspection Form			
Agency			
Unit ID #		Pre-trip Inspection	
Date		Post-trip Inspection	
Mileage			
Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			
If Equipped:			
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			
Driver's Name	Manager's Name Repair Notes:		
Technician's Name			

V8.25.17

Exhibit F
Funding

EXHIBIT "F"

City of Dania Beach Operating Funding Fiscal Year 2020 Community Bus Service - (41.33/Hour)

East Route

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	9:00a-5:30p	60 min	9.00	258	\$41.33	\$ 95,968.26
1	Saturdays	9:00a-5:30p	60 min	9.00	52	\$41.33	\$ 19,342.44
Route Total							\$ 115,310.70

West Route

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	9:00a-5:47p	60 min	9.28	258	\$41.33	\$ 98,953.94
1	Saturdays	9:00a-5:47p	60 min	9.28	52	\$41.33	\$ 19,944.20
Route Total							\$ 118,898.14

Total Annual Funding \$ 234,208.84

Exhibit G
Invoice

CITY LOGO

INVOICE

INVOICE #

DATE _____

MAILING
INFO

City of Dania Beach
Street Address
City, ST ZIP

theemail@somewhere.com

BILL
TO

Broward County - Transit
Contract Grant Administrator
1 N University Drive
Suite 3100A
Plantation, FL 33324
CommunityShuttleReports@broward.org

DESCRIPTION	Revenue Service Hours	Deadhead Hours	Total Vehicle Hours	RATE	AMOUNT
Description of Service					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
				SUBTOTAL	\$ -
				Deductions/Missed Service	\$ -
				TOTAL	\$ -

Make all checks payable to,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2022

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

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

PRODUCER RSC Insurance Brokerage, Inc. 5000 SW 75th Avenue Suite 202 Miami FL 33155	CONTACT NAME: Sonia Toruno PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: storuno@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A: Burlington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Limousines of South Florida, Inc., DBA: Transportation America Inc. 2766 NW 62nd St Miami FL 33147	NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL2222860247**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		850BG01634-02	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED BI/PD Deductible \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ OCCUR DED RETENTION \$	Y		850BE01346-02	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Dania Beach is listed as an additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Dania Beach 100 West Dania Beach Blvd. Dania Beach FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2021

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

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

PRODUCER Global Affinity Managers 909 Castle Point Terrace Hoboken NJ 07030	CONTACT NAME: Kevin Johnson PHONE (A/C, No, Ext): (305) 740-6949 E-MAIL: onesourcewcins@gmail.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Fire insurance Company INSURER B : Landmark American Insurance Company INSURER C : Hartford Fire Insurance Company INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC #
INSURED Limousines of South Florida, Inc 2766 NW 62nd Street Miami FL 33142		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			12CSES50303	1/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			LHA096472	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	12WNS50301	01/01/2022	01/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City Of Dania Beach is included as additional insured when required by written contract as respects to operation of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City Of Dania Beach 100 West Dania Beach Blvd Dania Beach FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Isaacsen
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CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ELECTRICAL REPAIR SERVICES FROM KILOWATT ELECTRIC COMPANY UTILIZING THE CITY OF CORAL SPRINGS ITB NUMBER 23-B-013F, EFFECTIVE JANUARY 11, 2023 THROUGH JANUARY 10, 2026, IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

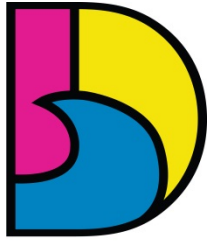
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-KILOWATT-50KTHRESHLD - _ (005), R-2023-009 Kilowatt Electric Company Purchase of Electrical Repair Services (Piggyback Coral Springs) and to Exceed \$50K, R-2023- Kilowatt Electric Company Purchase of Electrical Repair Services (Piggyback Coral Springs) and to Exceed \$50K Exhibit A, R-2023- Kilowatt Electric Company Purchase of Electrical Repair Services (Piggyback Coral Springs) and to Exceed \$50K Exhibit B, PERMISSION TO USE- CITY OF CORAL SPRINGS, PERMISSION TO USE- KILOWATT ELECTRIC COMPANY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 14, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

RE: Approval to Utilize the City of Coral Springs Contract Bid No. 23-B-013F with Kilowatt Electric Company and to Exceed the City Vendor Threshold of \$50,000

Request

Public Services Department (PSD) is requesting authorization to utilize the City of Coral Springs Bid No. 23-B-013F “Electrical Contractor Services” with Kilowatt Electric Company effective January 11, 2023, through January 10, 2026 with the option to renew for two (2) additional three year renewals and to exceed the City Vendor threshold of \$50,000, for the term of the contract.

Background

Public Services has effectively utilized Kilowatt Electrical Company for several years to provide citywide electrical services, including the repair of solar light fixtures and replacement of the lighting system’s batteries. The repair locations include street lighting as well as city owned parking lots, parks ball field lights, parking garage lights, and encompass both solar lights as well as hard-wired fixtures.

Given the growing demand for solar lights repairs for facilities technicians, PSD foresees the need to continue using Kilowatt Electric Company as they have proven to provide excellent services.

Budgetary Impact

Funding for citywide electrical services will be appropriated within the respective departments approved annual budget appropriations in accordance with the City’s procurement policies.

Recommendation

PSD is recommending approval of a resolution to utilize the City of Coral Springs Bid No. 23-B-013F- “Kilowatt Electric Contractor” Contract with Kilowatt Electric Company and to exceed the City’s \$50,000 single vendor threshold for the term of the contract.

RESOLUTION NO. 2023-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ELECTRICAL REPAIR SERVICES FROM KILOWATT ELECTRIC COMPANY UTILIZING THE CITY OF CORAL SPRINGS ITB NUMBER 23-B-013F, EFFECTIVE JANUARY 11, 2023 THROUGH JANUARY 10, 2026, IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City desires to procure electrical repair services from Kilowatt Electric Company in an amount to exceed the annual Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor and, therefore, requires City Commission approval; and

WHEREAS, the City of Coral Springs competitively bid electrical services in October 2022 and subsequently awarded a Service Agreement under Bid Number 23-B-13F with Kilowatt Electric Company, which is effective January 11, 2023 through January 10, 2026, with the option to renew for two (2) additional three year renewals; and

WHEREAS, the Public Services Director has determined that electrical services can be obtained at the least cost to the City, without competitive bidding and without advertisement for bids, from Kilowatt Electric Company under its existing Service Agreement under Bid Number

23-B-013F with the City of Coral Springs, which Agreement is attached as Exhibit “A”, and is made a part of and 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 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 and ratifies the purchase of electrical services from Kilowatt Electric Company under Bid Number 23-B-013F, and contract with the City of Coral Springs in an amount to exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for each fiscal year the contract is in place.

Section 3. That all purchases from Kilowatt Electric Company shall be subject to and made within the respective Departments’ approved annual budget appropriations in accordance with the City’s procurement policy.

Section 4. That the proper City officials are authorized to execute the attached agreement between the City and Kilowatt Electric Company, a copy of which is attached as Exhibit “B”, and it is made a part of and is incorporated into this Resolution by this reference.

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

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on February 14, 2023.

ATTEST:

THOMAS SCHNIEDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA
AND KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL
CONTRACTOR SERVICES**

THIS AGREEMENT, made and entered into the 11 day of January, 2023
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

KILOWATT ELECTRIC COMPANY

a Florida corporation
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2022, CITY issued Bid Number 23-B-013F for Licensed Electrical Contractor Services (hereinafter "Bid"); and

WHEREAS, CITY staff has reviewed the Bid and recommends that CONTRACTOR be selected for the services identified in the Bid, attached hereto and incorporated herein as Exhibit "A," and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR for various electrical contractor services.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services as detailed in the Bid, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Pricing Sheet, which is included in the Bid, attached hereto and incorporated herein as Exhibit "A," and invoiced by CONTRACTOR.

SECTION 6. TERM OF AGREEMENT

This term of this Agreement shall be from January 11, 2023 and shall terminate on January 10, 2026 with the option to renew for two (2) additional three (3) year renewals.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available

to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 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 under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR 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, as amended, or is engaged in business

operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.

(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. **ACCIDENT PREVENTION**

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. **INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. **NON-EXCLUSIVITY**

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. **PERMITS, FEES AND LICENSES**

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. **TAXES**

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. **CONFLICT OF INTEREST**

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. **WARRANTIES**

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: 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. 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT,

CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.
- (3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
- (4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. **CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. **ATTORNEY'S FEES AND COSTS**

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. **GOVERNING LAW; VENUE**

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. **CONSTRUCTION OF AGREEMENT**

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 32. The same prices, terms and conditions of this agreement shall be available to other governmental entities located in Broward County, Miami-Dade County and Palm Beach County.

SECTION 33. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Edward Flack, President
Kilowatt Electric Company
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
Telephone: (954) 975-8200
Email: eddie_flack@kilowatt-electric.com

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and KILOWATT ELECTRIC COMPANY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Christina Gomez (Dec 28, 2022 18:42 EST)

CHRISTINA M. GOMEZ

Assistant City Attorney

KILOWATT ELECTRIC COMPANY

By: edward flack

Title: president

Print Name: edward flack



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

KILOWATT ELECTRIC COMPANY

Filing Information

Document Number P93000023334

FEI/EIN Number 65-0406974

Date Filed 03/25/1993

State FL

Status ACTIVE

Principal Address

1700 NW 22ND AVENUE
POMPAÑO BEACH, FL 33069

Changed: 03/25/2009

Mailing Address

1700 NW 22ND AVENUE
POMPAÑO BEACH, FL 33069

Changed: 03/25/2009

Registered Agent Name & Address

FLACK, EDWARD D
1700 NW 22ND AVENUE
POMPAÑO BEACH, FL 33069

Name Changed: 05/02/2000

Address Changed: 03/25/2009

Officer/Director Detail

Name & Address

Title PD

FLACK, EDWARD
1700 NW 22ND AVE
POMPAÑO BEACH, FL 33069

Title TS

FLACK, SHAINA M
1700 NW 22ND AVE
POMPANO BEACH, FL 33069

Annual Reports

Report Year	Filed Date
2020	01/13/2020
2021	01/11/2021
2022	01/24/2022

Document Images

01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/14/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
01/10/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
06/11/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/28/2011 -- ANNUAL REPORT	View image in PDF format
04/14/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- Reg. Agent Change	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
11/11/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
04/14/2003 -- ANNUAL REPORT	View image in PDF format
05/29/2002 -- ANNUAL REPORT	View image in PDF format
04/17/2001 -- ANNUAL REPORT	View image in PDF format
05/02/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
01/15/1998 -- ANNUAL REPORT	View image in PDF format
08/14/1997 -- ANNUAL REPORT	View image in PDF format
03/27/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format



BID FORMS SUBMISSION CHECKLIST

Project Name: Licensed Electrical Contractor

Bid No. 23-B-013F

Bidders Company Name: Kilowatt Electric Company

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. ☒ Bid submission checklist
2. ☒ Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. ☒ Bid Form & Bidder's Certification
5. ☒ Certified Resolution
6. ☒ Non-Collusive Affidavit
7. ☒ Foreign (non-Florida) Corp.
8. ☒ Qualifications Statement
9. ☒ References
10. ☒ Insurance Certificate
11. ☒ Proof of E-Verify Registration
12. ☒ Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**



DATE: October 25, 2022

BID NUMBER: 23-B-013F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

LICENSED ELECTRICAL CONTRACTOR

Sealed Bids must be received and time stamped by the Purchasing Division Office, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on Wednesday, November 16, 2022. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the 1st floor in City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Bidder is responsible to ensure that the electronic files were properly received, any uncertainty regarding the time a bid is received will be resolved against the Bidder. Electronic Bid Submittals will be accepted through www.DemandStar.com or emailed to bids@coralsprings.gov. Physically delivered Bid Submittal will also be accepted.

Any questions you may have regarding this project can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, November 7, 2022 by 5:00p.m. Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: LICENSED ELECTRICAL CONTRACTOR

BID NO.: 23-B-013F

BIDS WILL BE OPENED 2:00 P.M. (EST), November 16, 2022
and may not be withdrawn during the 90 calendar days
following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Miguel Machuca 954-344-1101

Kilowatt Electric Company

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: President

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Edward Flack

ADDRESS: 1700 NW 22ND AVE
Pompano Beach, FL 3309

PHONE NO: (954) 975-8200
FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER: 65-0406974

65-0406974

I certify that
this Bid acknowledgement is made without prior
understanding, agreement or connection with any
corporation, firm or person submitting a Bid for the same
commodities/ services, and is in all respects fair and without
collusion or fraud. I agree to abide by all conditions of this Bid
and certify that I am authorized to sign this Bid for the Bidder.
By signature on this form, Bidder acknowledges and accepts
without limitation, pages 1 through 5 inclusive of the Invitation
to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWAR)

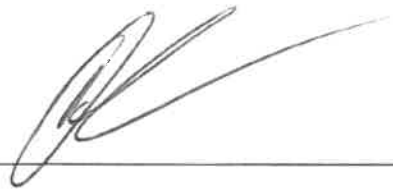
EDWARD FLACK being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

Shaina Flack

Diane Garlinghouse

By: 

EDWARD FLACK

(Printed Name)

PRESIDENT

(Title)

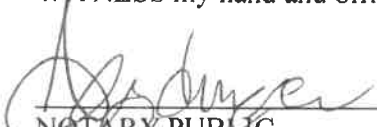
ACKNOWLEDGEMENT

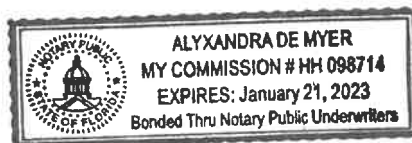
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November 2022
2022, by Edward D Flack, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal


NOTARY PUBLIC



Alyxandra de Myer
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- (a) Maintaining, defending, or settling any proceeding.
- (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- (c) Maintaining bank accounts.
- (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- (e) Selling through independent contractors.
- (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- (i) Transacting business in interstate commerce.
- (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

NA

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

CERTIFIED RESOLUTION

I, EDWARD D FLACK (Name), the duly elected Secretary of PRESIDENT
 (Corporate Title), a corporation* organized and existing under the laws of the State of FLORIDA
, do hereby certify that the following Resolution was unanimously adopted and passed by
a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-
laws of the said corporation.

"IT IS HEREBY RESOLVED THAT EDWARD D FLACK (Name)" The duly elected _____
PRESIDENT (Title of Officer) of KILOWATT ELECTRIC COMPANY (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and
such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid
Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts
and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing
resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
EDWARD FLACK	PRESIDENT	
SHAINA FLACK	SECRETARY	

Given under my hand and the Seal of the said corporation this 15th day of November 2022.

(SEAL)

By:

Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership



BID FORM FOR LICENSED ELECTRICAL CONTRACTOR
BID NO. 23-B-013F

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

LICENSED ELECTRICAL CONTRACTOR

6. Bidder will complete the work for the following price(s):

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	2,000 hours	State registered or Broward County Licensed Electrical Contractor 8:00 a.m. thru 5:00 p.m. Monday thru Friday (excluding City holidays)	\$ 42	\$ 84,000
2	40 hours	State registered or Broward County Licensed Electrical Contractor. All times other than those listed on item #1.	\$ 63.00	\$ 2,520
3	\$10,000	Contractor's cost of materials and equipment rental (if required) multiplied by mark-up for profit, overhead, etc. (Ex. \$10,000 x 1.2 = \$12,000)	X 1.29 =	\$ 12,900
Grand Total for Items 1 thru 3				\$99,420

OPTIONS: Fill out this section of the bid only if applicable to your company	
Does your firm have a bucket truck available for project use? (Yes or No)	YES
What is the size of Bucket Truck?	38 - 60
Cost for Bucket Truck use with Operator?	\$55.00/HR

NOTE: The hours and materials figures shown above are only estimates and are not to be interpreted as a minimum amount of work given under this contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward, Miami-Dade, and Palm Beach County during the period covered by this contract and any extensions, if required. ☒ Yes ☐ No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____ Date _____
 Addendum No. _____ Date _____
 Addendum No. _____ Date _____
9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. Communications concerning this Bid shall be addressed to:

Name: EDWARD FLACK

Address: 1700 NW 22ND AVE, POMPAÑO BEACH, FL 33069

Email: EDDIE_FLACK@KILOWATT-ELECTRIC.COM

Telephone No.: 954-975-8200

Fax No.: 954-975-9946

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Certified resolution (corporation, partnerships)
- (d) Non-collusive affidavit
- (e) Bidder's Foreign (Non-Florida) corporate statement
- (f) Bidder's qualification statement
- (g) References
- (h) Certificate(s) of insurance
- (i) Proof of E-Verify Registration
- (j) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 15th day of November, 2022.

Shaina Flack

Witness

[Signature]
Signature of Owner

KILOWATT ELECTRIC COMPANY

Printed Name of Corporation,
Partnership, Firm

EDWARD FLACK

Printed Name of Owner

1700 NW 22ND AVE

Business Address

POMPANO BEACH, FL 33069

City/State/Zip

(954) 975-8200

Business Phone Number

Diane Garlinghouse

Witness

ACKNOWLEDGEMENT

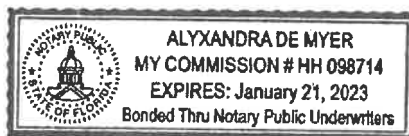
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November, 2022,
by Edward D Flack (Name), President (Title) of Kilowatt Electric Company (Name of Company) who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



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



QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: **EDWARD FLACK**
NAME **KILOWATT ELECTRIC COMPANY**

☒ Corporation
☐ Partnership
☐ Individual
☐ Other

ADDRESS: **1700 NW 22ND AVE**
POMPANO BEACH, FL 33069

TELEPHONE NO. **954-975-8200**

FAX NO. **954-975-9946**

E-MAIL ADDRESS: **EDDIE_FLACK@KILOWATT-ELECTRIC.COM**

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

The correct name of the Bidder is: **KILOWATT ELECTRIC COMPANY**

The address of the principal place of business is: **1700 NW 22ND AVE**
POMPANO BEACH, FL 33069

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

- a. Date of Incorporation: MARCH 25, 1993
- b. State of Incorporation: FLORIDA
- c. President's name: EDWARD FLACK
- d. Vice President's name: EDWARD FLACK
- e. Secretary's name: SHAINA FLACK
- f. Treasurer's name: NA

g. Name and address of Resident Agent:

EDWARD FLACK
18604 MACH ONE DR
PORT ST LUCIE, FL 34987

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

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

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

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

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

29 Years

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

NA

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

EC13001961

8. Have you personally inspected the site of the proposed work?
(Y) Y (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) Y (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N) X _____
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

NO

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

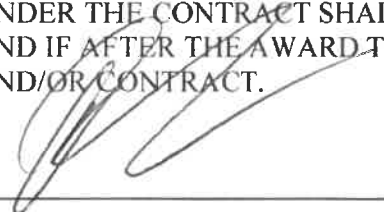
- a. List all pending lawsuits:

NA

- b. List all lawsuits which have been completed within the past five (5) years:

NA

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



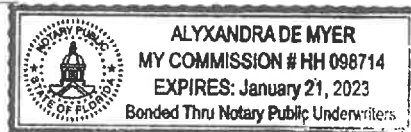
Signature

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 15th day of November 2022, 2022 by Edward D Flack of Kilowatt Electric Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC



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



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): KILOWATT ELECTRIC COMPANY

Address: 1700 NW 22ND AVE

Telephone No: (954) 975-8200

Fax No.: (954) 975-9946

Contact person: EDWARD FLACK

Title: PRESIDENT

Number of years in business: 29

Years

E-mail Address: EDDIE_FLACK@KILOWATT-ELECTRIC.COM

Address of nearest facility: 1700 NW 22ND AVE, POMPANO BEACH, FL 33069

Provide five (5) companies or governmental agencies where these services have been provided to in the last year.

1. Company Name: SILVER SPRINGS NETWORKS
Address: 555 BROADWAY STREET, REDWOOD CITY, CA
Contact Person: DOUG IMBERMAN Title: PROJECT LEAD
Telephone No: (650) 839-4000X50202 Email: _____
Scope of Work: _____
Project Dates (Month & Year): MARCH 2008 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____
2. Company Name: BLUESTREAM COMMUNICATIONS
Address: 12409 NW 35TH STREET, CORAL SPRINGS, FL 33065
Contact Person: SKIP BUCK Title: _____
Telephone No: (772) 216-7486 Email: sbuck@bluestreamfiber.com
Scope of Work: INSTALL CABLE PEDASTALS
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
3. Company Name: TEP DESIGN BUILD
Address: 326 TRYON RD, RALEIGH, NC 27603
Contact Person: JASON RUDD Title: PROJECT MANAGER
Telephone No: ((772) 501-2096 Email: JDRUDD@TEPGROUP.NET
Scope of Work: INSTALL SMALL CELL NODES FOR VERIZON
Project Dates (Month & Year): 2020 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____

4. Company Name: CITY OF CORAL SPRINGS
Address: 9551 SAMPLE ROAD, CORAL SPRINGS, FL
Contact Person: FRANK GROSS Title:
Telephone No: () Email: FGROSS@CORALSPRINGS.GOV
Scope of Work: LICENSED ELECTRICAL CONTRACTOR
Project Dates (Month & Year): 1999 - CURRENT
Contract Amount: \$ Change Orders (Y/N)
5. Company Name: CITY OF OAKLAND PARK
Address: 5100 NE 12TH TERRACE, OAKLAND PARK, FL 33334
Contact Person: DONTE WILLIAMS Title: STREETS FOREMAN
Telephone No: (954) 589-9470 Email: DONTEW@OAKLANDPARKFL.GOV
Scope of Work: LICENSED ELECTRICAL CONTRACTOR
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)
6. Company Name:
Address:
Contact Person: Title:
Telephone No: () Email:
Scope of Work:
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)
7. Company Name:
Address:
Contact Person: Title:
Telephone No: () Email:
Scope of Work:
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)
8. Company Name: (772) 216-7486
Address:
Contact Person: Title:
Telephone No: () Email:
Scope of Work:
Project Dates (Month & Year):
Contract Amount: \$ Change Orders (Y/N)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLACK, EDWARD DEAN

KILOWATT ELECTRIC COMPANY
1700 NW 22 AVE
POMPANO BEACH FL 33069

LICENSE NUMBER: EC13001961

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



KILOELE-03

MCFADDENT

DATE (MM/DD/YYYY)

11/11/2022

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Tanesha McFadden

PHONE (A/C, No, Ext): (321) 257-7974

FAX (A/C, No):

E-MAIL ADDRESS: Tanesha.McFadden@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Insurance Company

35289

INSURER B: LUBA Casualty Insurance Company

12472

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Kilowatt Electric Company
1700 Northwest 22nd Avenue
Pompano Beach, FL 33069

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			7033814180	6/2/2022	6/2/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY			7033803292	6/2/2022	6/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB			7033814440	6/2/2022	6/2/2023	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC307-0123529-2022A	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7033814180	6/2/2022	6/2/2023	Scheduled w/2500 DED 210,031

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065

ACORD 25 (2016/03)

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My Company Account

My Company Profile

Company Information

Company Name

Kilowatt Electric Company

Doing Business As (DBA) Name

Kilowatt Electric Company

Company ID

2020167

Enrollment Date

Nov 11, 2022

Employer Identification Number (EIN)

650406974

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

Agreement with Kilowatt Electric Company

Final Audit Report

2022-12-28

Created:	2022-12-28
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQS0ityL3wviMKqwx5hlAJTmHxL0nNbr

"Agreement with Kilowatt Electric Company" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2022-12-28 - 8:00:23 PM GMT- IP address: 24.233.167.201
-  Document emailed to edward flack (eddie_flack@kilowatt-electric.com) for signature
2022-12-28 - 8:01:40 PM GMT
-  Email viewed by edward flack (eddie_flack@kilowatt-electric.com)
2022-12-28 - 8:05:20 PM GMT- IP address: 174.205.99.200
-  Document e-signed by edward flack (eddie_flack@kilowatt-electric.com)
Signature Date: 2022-12-28 - 9:44:47 PM GMT - Time Source: server- IP address: 69.162.16.16
-  Document emailed to cgomez@coralsprings.gov for signature
2022-12-28 - 9:44:50 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2022-12-28 - 11:41:37 PM GMT- IP address: 174.211.170.114
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2022-12-28 - 11:42:21 PM GMT- IP address: 174.211.170.114
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2022-12-28 - 11:42:23 PM GMT - Time Source: server- IP address: 174.211.170.114
-  Agreement completed.
2022-12-28 - 11:42:23 PM GMT

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
KILOWATT ELECTRIC COMPANY TO PROVIDE ELECTRICAL SERVICES
UNDER THE CITY OF CORAL SPRINGS BID NO. 23-B-013F.**

This is an Agreement (“Agreement”) dated _____, 2023, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Kilowatt Electric Company (“Contractor”), a Florida corporation, with its principal mailing address of 1700 NW 22 Avenue, Pompano Beach, Florida 33069.

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

1. The current agreement, and any amendment(s) to it, under the City of Coral Springs Invitation to Bid No. 23-B-013F, which Agreement is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for such purchases, then Contractor shall provide such lower rates to the City.
2. The term of this Agreement shall be effective through January 10, 2026, with the option to renew for two (2) additional three (3) year renewals.
3. Any reference to the City Clerk for Coral Springs, at section 22 of the underlying Exhibit A, shall be replaced with the City Clerk for Dania Beach, Thomas Schneider, City of Dania Beach 100 W. Dania Beach Blvd, Dania Beach, Florida 33004, tschneider@daniabeachfl.gov.
4. Any insurance policy required pursuant to section 10 of the Exhibit A, would name the City of Dania Beach under this piggyback. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
5. Notice pursuant to Section 33, of Exhibit A, would now reflect; Notice to the City of Dania Beach, Attention City Manager, 100 West Dania Beach Blvd., Dania Beach, Florida 33004.
6. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

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

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

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

CONTRACTOR:
KILOWATT ELECTRIC COMPANY
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2023

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization on _____, 2023, by _____
as _____ of Kilowatt Electric Company, on behalf of the corporation. He/she
is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

From: [Miguel Machuca](#)
To: [Johnson, Antoine](#)
Subject: RE: City of Dania Beach Request for Renewal- Electrical Contractors
Date: Friday, January 20, 2023 8:04:06 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Signed Agreement.pdf](#)
[Signed Agreement.pdf](#)

Good morning Antoine,

Thank you for reaching out regarding the agreements. Yes, you may utilize our contracts, I have attached them for you. Have a nice weekend.

Regards,



Miguel Machuca, CPPB

Assistant Purchasing Manager

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <ajohnson@daniabeachfl.gov>
Sent: Thursday, January 19, 2023 12:05 PM
To: Miguel Machuca <mmachuca@coralsprings.gov>
Subject: RE: City of Dania Beach Request for Renewal- Electrical Contractors
Importance: High

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Miguel,

Hope all is well.

I am reaching out to request permission to utilize your contracts with Kilowatt Electric Company and Imperial Electric Company. If permission is granted, I would like to also request copies of both contracts.

Thanking you in advance,



Antoine Johnson
Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 9:41 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

You're welcome, have a wonderful day as well.



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 9:40 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you kindly for your responses.

Have a wonderful day!



Antoine Johnson
Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 9:38 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Yes it will.



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 8:54 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Will that be for both Kilowatt and Imperial?

Antoine Johnson
Office Manager | City of Dania Beach



apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 8:50 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Yes we will be rebidding, unless I am told otherwise. If possible, I would like to have it solicited by the beginning of November.



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 8:42 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Do you know if you will be rebidding?

Antoine Johnson



Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 8:34 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Good morning Antoine,

There are no more renewals, it will need to be rebid.

Regards,



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 8:15 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Miguel,

Just following-up on your Kilowatt Contract to see if it will be renewed.

Thank you,



Antoine Johnson
Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Thursday, August 11, 2022 4:12 PM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Good afternoon Antoine,

There are no more renewals lefts on the contract. I will need to check to see if we will be rebidding it.

Regards,



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Thursday, August 11, 2022 8:30 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Miguel,

Hope you are well.

I was checking in to see if your city is going to renew your Contract 17-B-008F - Kilowatt & Imperial Electric Company/Electrical Contractors. Kilowatt's contract is set to expire on December 31, 2022. Please advise

Thank you,



Antoine Johnson

Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, December 23, 2020 4:32 PM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Good afternoon Antoine,

Attached are both signed second amendments. Happy Holidays.

Regards,



Miguel Machuca

Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Miguel Machuca

Sent: Monday, December 21, 2020 12:12 PM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Good afternoon Antoine,

I hope all is well, your not a bother at all. I should have the signed agreement from Mayor and City Clerk by this Wednesday. As soon as I receive it I will send it to you. Do you want me to send you the agenda memo?

Regards,



Miguel Machuca

Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Thursday, December 17, 2020 1:30 PM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Miguel,

Sorry to be a bother, was the above mention contract approved for renewal? If so, may I have an executed copy once you receive.

Thanking you in advance,



Antoine Johnson

Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

Web: daniabeachfl.gov | **FB:** [cityofdaniabeach](https://www.facebook.com/cityofdaniabeach) | **Twitter:** [@DaniaBeachFL](https://twitter.com/DaniaBeachFL)

Enews: [/enews](#) | **Emergency Notifications:** [CodeRED](#)

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Tuesday, December 15, 2020 11:55 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Good morning Antione,

I am doing well thank you for asking. I hope you and your family are also doing well. You are more than welcome to piggyback the agreement. It will be going to Commission this Wednesday for approval, once I get the signed agreement back from the City Clerks Office I can send it to you. I can send you the one we currently have in place, but it will expire December 31st. Please let me know how you would like to proceed.

Thank you,



Miguel Machuca

Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Tuesday, December 15, 2020 11:29 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Importance: High

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Miguel,

I hope all is well with you and your family. I was given your email by Ms. Dixon who speaks very well of you and said that you can better assist me with the above mentioned contracts for electrical contractors, Kilowatts Electrical and Imperial Electrical. I was checking to see if you had a chance to renew both contracts and if so, may I have permission to piggyback along with copies of both renewals, when you have a chance.

Thanking you in advance,

Be well and stay safe.

Happy Holidays😊



Antoine Johnson

Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

Web: daniabeachfl.gov | **FB:** [cityofdaniabeach](https://www.facebook.com/cityofdaniabeach) | **Twitter:** [@DaniaBeachFL](https://twitter.com/DaniaBeachFL)

Enews: [/enews](#) | **Emergency Notifications:** [CodeRED](#)

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From: [Shaina Flack](#)
To: [Johnson, Antoine](#)
Cc: [Taylor, Corry](#); [Steiner, Murray](#)
Subject: Re: Kilowatt Agreement - Permission to Use
Date: Thursday, January 19, 2023 12:22:52 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Do you need permission from Coral Springs or just Kilowatt?

If just Kilowatt we grant permission to move forward to utilize the bid 23-B-013F

Thank you



Shaina Flack
Project Manager at Kilowatt Electric Company

A 1700 NW 22nd Ave, Pompano Beach, FL 33069
P 954-975-8200 **M** 954-650-0000
E shaina_flack@kilowatt-electric.com
W www.kilowatt-electric.com

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Johnson, Antoine <ajohnson@daniabeachfl.gov>
Date: Thursday, January 19, 2023 at 12:12 PM
To: Shaina Flack <Shaina_Flack@kilowatt-electric.com>
Cc: Taylor, Corry <ctaylor@daniabeachfl.gov>, Steiner, Murray <msteiner@daniabeachfl.gov>
Subject: RE: Kilowatt Agreement - Permission to Use

Hi Shaina,

Our City would like to request official permission to utilize your Agreement/Contract BID No. 23-B-013F "Electric Contractor Services" with the City of Coral Springs. A permission to use reply to this email will suffice.

Thank you,

Antoine Johnson
Office Manager | City of Dania Beach

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ELECTRICAL REPAIR SERVICES FROM IMPERIAL ELECTRICAL INCORPORATED UTILIZING THE CITY OF CORAL SPRINGS BID NUMBER 23-B-013F, EFFECTIVE JANUARY 11, 2023 THROUGH JANUARY 10, 2026, IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

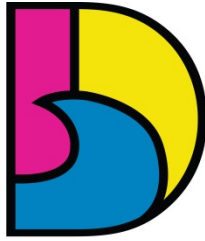
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-IMPERIAL 50KTHRESHLD - _ (005) (002), R-2023-010 Imperial Electrical Incorporated Purchase of Electrical Repair Services (Piggyback Coral Springs) and to Exceed \$50K, R-2023- Imperial Electrical Incorporated Purchase of Electrical Repair Services (Piggyback Coral Springs) and to Exceed \$50K Exhibit A, R-2023- Imperial Electrical Incorporated Purchase of Electrical Repair Services (Piggyback Coral Springs) and to Exceed \$50K Exhibit B, PERMISSION TO USE- CITY OF CORAL SPRINGS, PERMISSION TO USE- IMPERIAL ELECTRICAL INC.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 14, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

RE: Approval to Utilize the City of Coral Springs Contract Bid No. 23-B-013F with Imperial Electrical Incorporated and to Exceed the City Vendor Threshold of \$50,000

Request

Public Services Department (PSD) is requesting authorization to utilize the City of Coral Springs Bid No. 23-B-013F “Electrical Contractor Services” with Imperial Electrical Incorporated effective January 11, 2023, through January 10, 2026, with the option to renew for two (2) additional three year renewals and to exceed the City Vendor threshold of \$50,000, for the term of the contract.

Background

Public Services has effectively utilized Imperial Electrical Incorporated for several years to provide citywide electrical services, including the repair of solar light fixtures and replacement of the lighting system’s batteries. The repair locations include street lighting as well as city owned parking lots, parks ball field lights, parking garage lights, and encompass both solar lights as well as hard-wired fixtures.

Given the growing demand for solar lights repairs for facilities technicians, PSD foresees the need to continue using Imperial Electrical Incorporated as they have proven to provide excellent services.

Budgetary Impact

Funding for citywide electrical services will be appropriated within the respective departments approved annual budget appropriations in accordance with the City’s procurement policies.

Recommendation

PSD is recommending approval of a resolution to utilize the City of Coral Springs Bid No. 23-B-013F- “Electric Contractor Services” Contract with Imperial Electrical Incorporated and to exceed the City’s \$50,000 single vendor threshold for the term of the contract.

.

RESOLUTION NO. 2023-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ELECTRICAL REPAIR SERVICES FROM IMPERIAL ELECTRICAL INCORPORATED UTILIZING THE CITY OF CORAL SPRINGS BID NUMBER 23-B-013F, EFFECTIVE JANUARY 11, 2023 THROUGH JANUARY 10, 2026, IN AN AMOUNT TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City desires to procure electrical repair services from Imperial Electrical Incorporated in an amount to exceed the annual Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor and, therefore, requires City Commission approval; and

WHEREAS, the City of Coral Springs competitively bid electrical services in October 2022 and subsequently awarded a Service Agreement under Bid Number 23-B-13F with Imperial Electrical Incorporated, which is effective January 11, 2023 through January 10, 2026 with the option to renew for two (2) additional three year renewals; and

WHEREAS, the Public Services Director has determined that electrical services can be obtained at the least cost to the City, without competitive bidding and without advertisement for bids, from Imperial Electrical Incorporated under its existing Service Agreement under Bid

Number 23-B-013F with the City of Coral Springs, which Agreement is attached as Exhibit “A”, and is made a part of and 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 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 and ratifies the purchase of electrical services from Imperial Electrical Incorporated under Bid Number 23-B-013F and its contract with the City of Coral Springs in an amount to exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for each fiscal year the contract is in place.

Section 3. That all purchases from Imperial Electric Incorporated shall be subject to and made within the respective Departments’ approved annual budget appropriations in accordance with the City’s procurement policy.

Section 4. That the proper City officials are authorized to execute the attached agreement between the City and Imperial Electrical Incorporated, a copy of which is attached as Exhibit “B”, and it is made a part of and is incorporated into this Resolution by this reference.

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

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on February 14, 2023.

ATTEST:

THOMAS SCHNIEDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA
AND IMPERIAL ELECTRICAL INCORPORATED FOR LICENSED ELECTRICAL
CONTRACTOR SERVICES**

THIS AGREEMENT, made and entered into the 11 day of January, 2023
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

IMPERIAL ELECTRICAL INCORPORATED
a Florida profit corporation
951 NW 51st Place
Fort Lauderdale, Florida 33309
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2022, CITY issued Bid Number 23-B-013F for Licensed Electrical Contractor Services (hereinafter "Bid"); and

WHEREAS, CITY staff has reviewed the Bid and recommends that CONTRACTOR be selected for the services identified in the Bid, attached hereto and incorporated herein as Exhibit "A," and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR for various electrical contractor services.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo

services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services as detailed in the Bid, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Pricing Sheet, which is included in the Bid, attached hereto and incorporated herein as Exhibit "A," and invoiced by CONTRACTOR.

SECTION 6. TERM OF AGREEMENT

This term of this Agreement shall be from January 11, 2023 and shall terminate on January 10, 2026 with the option to renew for two (2) additional three (3) year renewals.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 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 under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if

CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. **ACCIDENT PREVENTION**

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. **INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. **NON-EXCLUSIVITY**

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. **PERMITS, FEES AND LICENSES**

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. **TAXES**

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. **CONFLICT OF INTEREST**

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. **WARRANTIES**

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: 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. 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. **GOVERNING LAW; VENUE**

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. **CONSTRUCTION OF AGREEMENT**

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar

causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 32. The same prices, terms and conditions of this agreement shall be available to other governmental entities located in Broward County, Miami-Dade County and Palm Beach County.

SECTION 33. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
 City of Coral Springs
 9500 West Sample Road
 Coral Springs, Florida 33065
 Tel.: (954) 344-1104
 Email: gdixon@coralsprings.gov

CONTRACTOR: Michael Terango
 Imperial Electrical Incorporated
 951 NW 51st Place
 Fort Lauderdale, Florida 33309
 Tel.: (954) 325-2133
 Email: mterango@aol.com

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and IMPERIAL ELECTRICAL INCORPORATED have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Christina Gomez (Dec 29, 2022 15:05 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

**IMPERIAL ELECTRICAL
INCORPORATED**

By: Michael Terango
Michael Terango (Dec 29, 2022 14:01 EST)

Title: Pres

Print Name: Michael Terango



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

IMPERIAL ELECTRICAL INCORPORATED

Filing Information

Document Number P02000017808

FEI/EIN Number 01-0635999

Date Filed 02/13/2002

State FL

Status ACTIVE

Principal Address

951 NW 51 Place

Ft Lauderdale, FL 33309

Changed: 02/08/2016

Mailing Address

951 NW 51 Place

Ft Lauderdale, FL 33309

Changed: 02/08/2016

Registered Agent Name & Address

TERANGO, TRACY L

951 NW 51 Place

Ft Lauderdale, FL 33309

Address Changed: 02/08/2016

Officer/Director Detail

Name & Address

Title D

TERANGO, TRACY L
11821 NW 11TH ST.
PLANTATION, FL 33323

Title P

TERANGO, MICHAEL A
11821 NW 11 ST
PLANTATION, FL 33323

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	01/11/2021
2022	01/25/2022

Document Images

01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
01/23/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/15/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- ANNUAL REPORT	View image in PDF format
01/26/2005 -- ANNUAL REPORT	View image in PDF format
01/23/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- Domestic Profit	View image in PDF format



BID FORMS SUBMISSION CHECKLIST

Project Name: Licensed Electrical Contractor

Bid No. 23-B-013F

Bidders Company Name: Imperial Electrical Inc

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. ☒ Bid submission checklist
2. ☒ Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. ☒ Bid Form & Bidder's Certification
5. ☒ Certified Resolution
6. ☒ Non-Collusive Affidavit
7. ☒ Foreign (non-Florida) Corp.
8. ☒ Qualifications Statement
9. ☒ References
10. ☒ Insurance Certificate
11. ☒ Proof of E-Verify Registration
12. ☐ Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: LICENSED ELECTRICAL CONTRACTOR

BID NO.: 23-B-013F

BIDS WILL BE OPENED 2:00 P.M. (EST), November 16, 2022
and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Miguel Machuca 954-344-1101

Imperial Electrical Inc
CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Pres

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Michael Terango

ADDRESS: 11821 NW 11 ST
Plantation FL 33321

PHONE NO: 954 325-2133

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:

I certify that
this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of



**BID FORM FOR LICENSED ELECTRICAL CONTRACTOR
BID NO. 23-B-013F**

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

LICENSED ELECTRICAL CONTRACTOR

6. Bidder will complete the work for the following price(s):

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	2,000 hours	State registered or Broward County Licensed Electrical Contractor 8:00 a.m. thru 5:00 p.m. Monday thru Friday (excluding City holidays)	\$ 40	\$80,000
2	40 hours	State registered or Broward County Licensed Electrical Contractor. All times other than those listed on item #1.	\$ 45	\$1,800
3	\$10,000	Contractor's cost of materials and equipment rental (if required) multiplied by mark-up for profit, overhead, etc. (Ex. \$10,000 x 1.2 = \$12,000)	X 1.10 =	\$11,000
Grand Total for Items 1 thru 3				\$92,800

2

OPTIONS: <u>Fill out this section of the bid only if applicable to your company</u>	
Does your firm have a bucket truck available for project use? (Yes or No)	yes
What is the size of Bucket Truck?	up to 100'
Cost for Bucket Truck use with Operator?	\$95 ⁰⁰

NOTE: The hours and materials figures shown above are only estimates and are not to be interpreted as a minimum amount of work given under this contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward, Miami-Dade, and Palm Beach County during the period covered by this contract and any extensions, if required. ☒ Yes ☐ No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. Communications concerning this Bid shall be addressed to:

Name:	Michael Terango
Address:	11821 NW 11 St Plantation, FL 33323
Email:	M.Terango@AOL.com
Telephone No.:	954-325-2133
Fax No.:	

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Certified resolution (corporation, partnerships)
- (d) Non-collusive affidavit
- (e) Bidder's Foreign (Non-Florida) corporate statement
- (f) Bidder's qualification statement
- (g) References
- (h) Certificate(s) of insurance
- (i) Proof of E-Verify Registration
- (j) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this 15 day of Nov, 2022

By:

[Signature] Pres

Signature of Individual/Title

Michael Teranga

Printed Name of Individual

Witness

ACKNOWLEDGEMENT

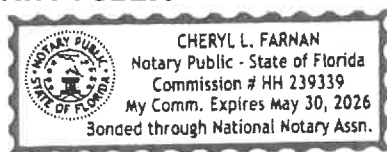
State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov, 2022,
by Michael Teranga who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC



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

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 15 day of Nov, 2022.

Witness

[Signature]
Signature of Owner

Imperial Electrical Inc
Printed Name of Corporation,
Partnership, Firm

Witness

Michael Terango
Printed Name of Owner

11821 NW 11 St
Business Address

Plantation, FL 33323
City/State/Zip

(954) 325-2133
Business Phone Number

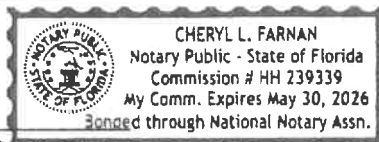
ACKNOWLEDGEMENT

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov, 2022,
by Michael Terango (Name), Pres (Title) of Imperial Electrical (Name of Company) who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



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

CERTIFIED RESOLUTION

I, Tracy Terango (Name), the duly elected Secretary of Imperial Electrical (Corporate Title), a corporation* organized and existing under the laws of the State of FL, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Michael Terango (Name)" The duly elected Pres (Title of Officer) of Imperial Electrical (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Michael Terango</u>	<u>Pres</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 15 day of Nov, 2022.

(SEAL):

By:

Tracy L Terango
Secretary

Sec
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership

NON-COLLUSIVE AFFIDAVIT

State of FL
County of Broward)ss.

Michael Terango being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By:

[Signature]
Michael Teranga
(Printed Name)
Pres
(Title)

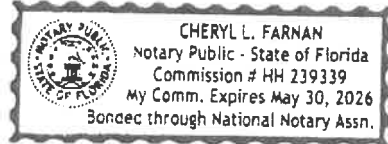
ACKNOWLEDGEMENT

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov
2022, by Michael Teranga, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC



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

N/A

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- ____(a) Maintaining, defending, or settling any proceeding.
- ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- ____(c) Maintaining bank accounts.
- ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- ____(e) Selling through independent contractors.
- ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ____(i) Transacting business in interstate commerce.
- ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: Michael Terango

NAME Imperial Electrical Inc

ADDRESS: 11821 NW 11 ST
Plantation, FL 33323

TELEPHONE NO. 954-345-2133

FAX NO. _____

E-MAIL ADDRESS: M.Terango@AOL.com

☒ Corporation
☐ Partnership
☐ Individual
☐ Other

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

The correct name of the Bidder is: Imperial Electrical Inc

The address of the principal place of business is: 951 NW 51 Pl
FL Land FL 33309

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

- a. Date of Incorporation: Jan 2002
- b. State of Incorporation: FL
- c. President's name: Michael Terango
- d. Vice President's name: _____
- e. Secretary's name: Thay Terango
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

Michael Terango
11821 NW 11 St
Fort Lauderdale FL 33323

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

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

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

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

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

20

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

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

EC 13007820

8. Have you personally inspected the site of the proposed work?

(Y) ☒ (N) ☐

9. Do you have a complete set of documents, including drawings and addenda?

(Y) ☒ (N) ☐

10. Did you attend the Pre-Bid Conference if any such conference was held?

(Y) ☒ (N) ☐

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

No

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

- a. List all pending lawsuits:

N/A

- b. List all lawsuits which have been completed within the past five (5) years:

N/A

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



Signature

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov, 2022 by Michael Teranga of Superior Electrical, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



NOTARY PUBLIC



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



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): Imperial Electrical Inc
Address: 11821 NW 115th Plantation, FL 33320
Telephone No: (954) 325-2133 Fax No.: ()
Contact person: Mike Title: Pres
Number of years in business: 20 Years
E-mail Address: MTetanga@aol.com
Address of nearest facility: _____

Provide five (5) companies or governmental agencies where these services have been provided to in the last year.

1. Company Name: City of Sunrise
Address: _____
Contact Person: Steve Kane Title: _____
Telephone No: 954 740-7775 Email: Skane@CityofSunrise.org
Scope of Work: Electrical Maintenance Contract
Project Dates (Month & Year): 2010 To Present
Contract Amount: \$ _____ Change Orders (Y/N) _____
2. Company Name: Musco Sports Lighting
Address: _____
Contact Person: Jason Frucht Title: Sales Rep
Telephone No: 954 732-5674 Email: Jason.Frucht@Musco.com
Scope of Work: sports lighting Installation
Project Dates (Month & Year): 20 years
Contract Amount: \$ _____ Change Orders (Y/N) _____
3. Company Name: City of Lauderdale Lakes
Address: _____
Contact Person: Robin Sovoleen Title: Utility Super
Telephone No: 954 709-3533 Email: _____
Scope of Work: Electrical Maintenance
Project Dates (Month & Year): 2017 - Present
Contract Amount: \$ _____ Change Orders (Y/N) _____

4. Company Name: City of Plantation
 Address: _____
 Contact Person: Steve Rodgers Title: _____
 Telephone No: (954) 457-2538 Email: SRodgers@Plantation.org
 Scope of Work: Electrical Maintenance
 Project Dates (Month & Year): 5 years
 Contract Amount: \$ _____ Change Orders (Y/N) _____
5. Company Name: City of Coral Gables
 Address: _____
 Contact Person: Rob May Title: Fac Super
 Telephone No: (305) 434-1300 Email: RMay@CoralGables.gov
 Scope of Work: Electrical Maintenance
 Project Dates (Month & Year): 2010
 Contract Amount: \$ _____ Change Orders (Y/N) _____
6. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: () _____ Email: _____
 Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____
7. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: () _____ Email: _____
 Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____
8. Company Name: _____
 Address: _____
 Contact Person: _____ Title: _____
 Telephone No: () _____ Email: _____
 Scope of Work: _____
 Project Dates (Month & Year): _____
 Contract Amount: \$ _____ Change Orders (Y/N) _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2022

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

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

PRODUCER Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067		CONTACT NAME: Darcy Silver PHONE (A/C, No, Ext): (954) 764-9099 FAX (A/C, No): (954) 960-6357 E-MAIL ADDRESS: darcy@tisinsfl.com	
INSURED Imperial Electrical Incorporated 11821 NW 11th Street Plantation FL 33323		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Ins Co Of Amer INSURER B: Nationwide Mutual Insurance Company INSURER C: FFVA Mutual Insurance Co INSURER D: INFINITY ASSURANCE INSURANCE COMPANY INSURER E: INSURER F:	
		NAIC # 25453 23787 31321 39497	

COVERAGES

CERTIFICATE NUMBER: CL22101703812

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ACP CG013220172897	10/22/2022	10/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			509-82007-9313-001	10/22/2022	10/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ACP CU043220172897	10/22/2022	10/22/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Products/Com/Op Agg \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WC840-0032839-2022A	10/22/2022	10/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Coral Springs is named Additional Insured with respect to General Liability Policy when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Coral Springs 9500 West Sample Rd Coral Springs FL 33065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Company ID Number: 2022847

Approved by:

Employer Imperial Electrical Inc	
Name (Please Type or Print) michael A terango	Title
Signature Electronically Signed	Date 11/15/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/15/2022

Company ID Number: 2022847

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Imperial Electrical Inc
Company Facility Address	11821 NW 11 ST PLANTATION, FL 33323
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	010635999
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TERANGO, MICHAEL ANDREW

IMPERIAL ELECTRICAL INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC13007820

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Agreement with Imperial Electrical Incorporated

Final Audit Report

2022-12-29

Created:	2022-12-28
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAanJMiY4dWMs-VOAGRpqfR6Nf6w5b_9Q

"Agreement with Imperial Electrical Incorporated" History

 Document created by Miguel Machuca (mmachuca@coralsprings.org)

2022-12-28 - 8:04:10 PM GMT- IP address: 24.233.167.201

 Document emailed to mterango@aol.com for signature

2022-12-28 - 8:05:22 PM GMT

 Email viewed by mterango@aol.com

2022-12-29 - 6:59:44 PM GMT- IP address: 69.147.86.138

 Signer mterango@aol.com entered name at signing as Michael Terango

2022-12-29 - 7:01:36 PM GMT- IP address: 162.17.114.210

 Document e-signed by Michael Terango (mterango@aol.com)

Signature Date: 2022-12-29 - 7:01:38 PM GMT - Time Source: server- IP address: 162.17.114.210

 Document emailed to cgomez@coralsprings.gov for signature

2022-12-29 - 7:01:42 PM GMT

 Email viewed by cgomez@coralsprings.gov

2022-12-29 - 8:03:28 PM GMT- IP address: 24.233.167.201

 Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez

2022-12-29 - 8:05:48 PM GMT- IP address: 24.233.167.201

 Document e-signed by Christina Gomez (cgomez@coralsprings.gov)

Signature Date: 2022-12-29 - 8:05:50 PM GMT - Time Source: server- IP address: 24.233.167.201

 Agreement completed.

2022-12-29 - 8:05:50 PM GMT

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
IMPERIAL ELECTRICAL INCORPORATED TO PROVIDE ELECTRICAL
SERVICES UNDER THE CITY OF CORAL SPRINGS BID NO. 23-B-013F.**

This is an Agreement (“Agreement”) dated _____, 2023, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Imperial Electrical Incorporated (“Contractor”), a Florida corporation, with its principal mailing address of 951 Northwest 51st Place, Fort Lauderdale, Florida 33309.

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

1. The current agreement, and any amendment(s) to it, under the City of Coral Springs Invitation to Bid No. 23-B-013F, which Agreement is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for such purchases, then Contractor shall provide such lower rates to the City.
2. The term of this Agreement shall be effective through January 10, 2026, with the option to renew for two (2) additional three (3) year renewals.
3. Any reference to the City Clerk for Coral Springs, at Section 22 of the underlying Exhibit A, shall be replaced with the City Clerk for Dania Beach, Thomas Schneider, City of Dania Beach 100 W. Dania Beach Blvd, Dania Beach, Florida 33004, tschneider@daniabeachfl.gov.
4. Any insurance policy required pursuant to section 10 of the Exhibit A, would name the City of Dania Beach under this piggyback. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
5. Notice pursuant to Section 33, of Exhibit A, would now reflect; Notice to the City of Dania Beach, Attention City Manager, 100 West Dania Beach Blvd., Dania Beach, Florida 33004.
6. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

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

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

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
IMPERIAL ELECTRICAL
INCORPORATED
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2023

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization on _____, 2023, by _____
as _____ of Imperial Electrical Incorporated, on behalf of the corporation.
He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

From: [Miguel Machuca](#)
To: [Johnson, Antoine](#)
Subject: RE: City of Dania Beach Request for Renewal- Electrical Contractors
Date: Friday, January 20, 2023 8:04:06 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Signed Agreement.pdf](#)
[Signed Agreement.pdf](#)

Good morning Antoine,

Thank you for reaching out regarding the agreements. Yes, you may utilize our contracts, I have attached them for you. Have a nice weekend.

Regards,



Miguel Machuca, CPPB

Assistant Purchasing Manager

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <ajohnson@daniabeachfl.gov>
Sent: Thursday, January 19, 2023 12:05 PM
To: Miguel Machuca <mmachuca@coralsprings.gov>
Subject: RE: City of Dania Beach Request for Renewal- Electrical Contractors
Importance: High

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Miguel,

Hope all is well.

I am reaching out to request permission to utilize your contracts with Kilowatt Electric Company and Imperial Electric Company. If permission is granted, I would like to also request copies of both contracts.

Thanking you in advance,



Antoine Johnson
Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 9:41 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

You're welcome, have a wonderful day as well.



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 9:40 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you kindly for your responses.

Have a wonderful day!



Antoine Johnson
Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 9:38 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Yes it will.



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 8:54 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Will that be for both Kilowatt and Imperial?

Antoine Johnson
Office Manager | City of Dania Beach



apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 8:50 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Yes we will be rebidding, unless I am told otherwise. If possible, I would like to have it solicited by the beginning of November.



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 8:42 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

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Do you know if you will be rebidding?

Antoine Johnson



Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, August 17, 2022 8:34 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Good morning Antoine,

There are no more renewals, it will need to be rebid.

Regards,



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Wednesday, August 17, 2022 8:15 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

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Good morning Miguel,

Just following-up on your Kilowatt Contract to see if it will be renewed.

Thank you,



Antoine Johnson
Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Thursday, August 11, 2022 4:12 PM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Good afternoon Antoine,

There are no more renewals lefts on the contract. I will need to check to see if we will be rebidding it.

Regards,



Miguel Machuca, CPPB

Senior Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.gov • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Thursday, August 11, 2022 8:30 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Miguel,

Hope you are well.

I was checking in to see if your city is going to renew your Contract 17-B-008F - Kilowatt & Imperial Electric Company/Electrical Contractors. Kilowatt's contract is set to expire on December 31, 2022. Please advise

Thank you,



Antoine Johnson

Office Manager | City of Dania Beach

apollard@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: [954-924-6800](tel:954-924-6800) x3882



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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Wednesday, December 23, 2020 4:32 PM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Good afternoon Antoine,

Attached are both signed second amendments. Happy Holidays.

Regards,



Miguel Machuca

Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Miguel Machuca

Sent: Monday, December 21, 2020 12:12 PM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Good afternoon Antoine,

I hope all is well, your not a bother at all. I should have the signed agreement from Mayor and City Clerk by this Wednesday. As soon as I receive it I will send it to you. Do you want me to send you the agenda memo?

Regards,



Miguel Machuca

Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Thursday, December 17, 2020 1:30 PM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Miguel,

Sorry to be a bother, was the above mention contract approved for renewal? If so, may I have an executed copy once you receive.

Thanking you in advance,



Antoine Johnson

Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

Web: daniabeachfl.gov | **FB:** [cityofdaniabeach](https://www.facebook.com/cityofdaniabeach) | **Twitter:** [@DaniaBeachFL](https://twitter.com/DaniaBeachFL)

Enews: [/enews](#) | **Emergency Notifications:** [CodeRED](#)

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From: Miguel Machuca <mmachuca@coralsprings.org>

Sent: Tuesday, December 15, 2020 11:55 AM

To: Johnson, Antoine <apollard@daniabeachfl.gov>

Subject: RE: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Good morning Antione,

I am doing well thank you for asking. I hope you and your family are also doing well. You are more than welcome to piggyback the agreement. It will be going to Commission this Wednesday for approval, once I get the signed agreement back from the City Clerks Office I can send it to you. I can send you the one we currently have in place, but it will expire December 31st. Please let me know how you would like to proceed.

Thank you,



Miguel Machuca

Purchasing Agent

Purchasing Division • Financial Services Department

mmachuca@coralsprings.org • Phone 954-344-1101 • Fax 954-344-1186

City of Coral Springs, Florida • 9500 West Sample Road • Coral Springs, Florida 33065

From: Johnson, Antoine <apollard@daniabeachfl.gov>

Sent: Tuesday, December 15, 2020 11:29 AM

To: Miguel Machuca <mmachuca@coralsprings.org>

Subject: City of Dania Beach Request for Renewal/BID17-B-008F Electrical Contractors

Importance: High

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Miguel,

I hope all is well with you and your family. I was given your email by Ms. Dixon who speaks very well of you and said that you can better assist me with the above mentioned contracts for electrical contractors, Kilowatts Electrical and Imperial Electrical. I was checking to see if you had a chance to renew both contracts and if so, may I have permission to piggyback along with copies of both renewals, when you have a chance.

Thanking you in advance,

Be well and stay safe.

Happy Holidays😊



Antoine Johnson

Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

Web: daniabeachfl.gov | **FB:** [cityofdaniabeach](https://www.facebook.com/cityofdaniabeach) | **Twitter:** [@DaniaBeachFL](https://twitter.com/DaniaBeachFL)

Enews: [/enews](#) | **Emergency Notifications:** [CodeRED](#)

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Johnson, Antoine

From: Michael Terango Imperial Electrical Inc. <mterango@aol.com>
Sent: Tuesday, January 24, 2023 7:28 AM
To: Billy Olson; Johnson, Antoine
Cc: Rodriguez, Fernando J.; Ozaydin, Dincer A.
Subject: Re: City of Dania Beach Request for Renewal- Electrical Contractors/IMPERIAL ELECTRICAL INC.

Permission granted

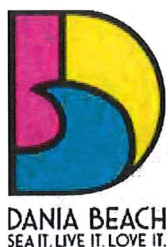
Mike Terango

On Monday, January 23, 2023 at 12:05:42 PM EST, Johnson, Antoine <ajohnson@daniabeachfl.gov> wrote:

Hello Michael/Billy,

Our City would like to request permission to use your Contract Bid No. 23-B-013F "Electric Contractor Services" with the City of Coral Springs. If permission to use is granted, a reply to this email will suffice.

Thanking you in advance,



Antoine Johnson
Office Manager | City of Dania Beach
ajohnson@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Rd. | Dania Beach, FL, 33004
Phone: 954-924-6800 x3882



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
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From: Miguel Machuca <mmachuca@coralsprings.gov>
Sent: Friday, January 20, 2023 8:03 AM
To: Johnson, Antoine <ajohnson@daniabeachfl.gov>
Subject: RE: City of Dania Beach Request for Renewal- Electrical Contractors

Good morning Antoine,

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION REVISING AND UPDATING THE SCHEDULE OF BUILDING PERMIT AND OTHER DEPARTMENT FEES, PURSUANT TO ARTICLE I, SECTION 8-3, ENTITLED “BUILDING PERMIT FEES” OF CHAPTER 8, ENTITLED “BUILDING”, OF THE CITY’S CODE OF ORDINANCES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM Update Department Fees, R-2023-011 Community Development Department Fee Schedule Update



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: February 14, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

Digitally signed by Candido Sosa-Cruz
Date: 2023.02.07 14:51:48 -05'00'
Eleanor Norena, CFM
Corinne Lajoie

SUBJECT: Resolution to Amend the Community Development's Department Fee Schedule

Request

The Community Development Department is requesting to amend its current fee schedule with an objective to incorporate new application fees and remove or update any outdated department fees.

Background

It is best practice for development departments to analyze its application fees every few years to ensure the city fee schedule is current and easy to interpret. The last update to the Departments current fee schedule was in 2021 to simplify the administration of the land development fees.

The City recently adopted a Public Art Master Plan and established a Public Art Advisory Board (PAAB) that has really spiked the interest of local business owners to incorporate public art into their existing spaces. One of the PAAB first call of duties was to adopt a Public Art / Mural application, process, and guidelines to help business owners navigate easily through the approval process. Part of this proposed resolution will incorporate a minimal Public Art / Mural Application fee of \$100 and strike the Super Graphic fee that is no longer in the City's code.

Many large new multi-family developments have expressed interest in advertising large temporary real estate signage from their buildings once their project is nearing completion. We are in the process of updating the city's Temporary Sign / Banner application to allow the large real estate banners for a limited amount of time and require they include the city name or logo on their temporary signage. Part of this proposed resolution will incorporate a Temporary Sign / Banner fee for new large multifamily developments only at a rate of \$250. The existing Temporary Sign / Banner fee for small businesses will remain the same rate of \$25 per sign.

In addition, Community Development staff has researched fees from neighboring cities such as Hollywood, and Fort Lauderdale to ensure Dania Beach fees are within regional norms. Where we found our zoning plan review and inspection fees to be significantly lower than those of our neighboring municipalities, we are proposing a slight increase.

Budgetary Impact

There is no budgetary impact.

Recommendation

Approve the Resolution authorizing the amendment to the Community Development's Department Fee Schedule.

RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REVISING AND UPDATING THE SCHEDULE OF BUILDING PERMIT AND OTHER DEPARTMENT FEES, PURSUANT TO ARTICLE I, SECTION 8-3, ENTITLED “BUILDING PERMIT FEES” OF CHAPTER 8, ENTITLED “BUILDING”, OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, is authorized by state law to enact user fees commensurate with the cost to the City of providing services, in such amounts as are necessary for the conduct of municipal government and affairs; and

WHEREAS, the City wishes to update the existing fee schedule to include “Building Permit Fees” and “Land Development and Application Fees”; and

WHEREAS, the City of Dania Beach Code of Ordinances, pursuant to Section 8-3, entitled “Building Permit Fees” of Chapter 8, entitled “Building”, may establish permit fees; and

WHEREAS, the fees contained in this Resolution have been developed to properly accommodate the costs for providing plan review, permitting, inspection services, and advisory services provided to citizens and contractors; and

WHEREAS, one of the modified fees reduces the fee associated with requesting a public mural/public art application; and

WHEREAS, the Director of Community Development believes that it is in the best interest of the citizens and residents of the City of Dania Beach to approve the recommended fee schedule:

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

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

Section 2. That a revised fee schedule is adopted as follows:

...

- **Zoning Review / Permit Fees:**

Residential zoning review & inspection fee	\$ 50
Commercial zoning review & inspection fee	\$100
Land clearing, excavation, or fill, per acre, or portion of such area	\$250
Landscaping, per acre or portion of such area	\$150
Temporary Sign/Banner Permit (Single Tenant)	\$ 25
Temporary Sign / Banner (Multi-Tenant)	\$250
Temporary Structure Permit	\$180

...

1	Variance	
	Single-family / Community Facility	\$ 500
	Duplex / Triplex	\$ 1,150
	Multi-family, Hotel, Condo-Hotel, Non-residential (per variance)	\$ 2,500
	Wall Sign, Monument Sign, Pole Sign	\$ 2,000
2	Administrative Variance -- Single Family	\$ 350
	All other uses	\$ 700
3	Special Exception Uses	\$ 4,000
4	Rezoning (Change of Zoning)	
	Less than two (2) acres	\$ 2,600
	Greater than two (2) acres	\$ 6,200
5	Land Use Plan Amendment	\$ 7,000
	Plus, per acre or portion of such area	\$ 500
6	Flex, Reserve, or RAC unit allocation	\$ 4,000
	Plus, per flex, reserve, or RAC unit or hotel room	\$ 5
	Or plus, per acre or portion of such area	\$ 100
7	Site plan (Plus retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) two (2) review cycles Residential, Hotel, Condo-Hotel, Time-Share, Motel	\$ 3,000
8	Site Plan –Revision – (Plus fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) two (2) review cycles	\$ 1,500
9	Site Plan- Extension	\$ 1,250
	Extension of associated approvals	\$ 250
10	Perimeter Plat	\$ 3,000
11	Subdivision Plat	\$ 3,000
12	Delegation Request	\$ 1,500
13	Vacation or dedication of easement or right-of-way	\$ 3,500
14	Zoning Code Text Amendment	
	Permitted Use Change	\$ 6,000
	General Text	\$ 2,000

15	Appeal (Single Family and Community Facility)	\$ 700
16	Appeal (All other uses)	\$ 2,000
17	Traffic-way Waiver	\$ 4,000
18	Alcoholic Beverage Variance	\$ 1,400
19	Alcohol – Extended hours license application	\$ 2,400
20	Alcoholic Beverage Waiver	\$ 1,000
21	Zoning Review: State Liquor License	\$ 125
	Outdoor Seating/Dinning	\$ 100
	Assisted Living Facility	\$ 100
22	CRA Grant Application	\$ 250
23	Mobility Application	\$1,400
24	Unspecified Application	\$ 500
25	Zoning Information Letter	\$ 300
26	Certificate of Use – Residential	\$ 50
27	Public Art / Mural Application	\$100

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution shall be 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 February 14, 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

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT A RESOLUTION AUTHORIZING THE SALE OF CRA-OWNED PROPERTY LOCATED AT 115 PHIPPEN WAITERS ROAD, DANIA BEACH, FLORIDA (“PROPERTY”) TO NATALYA DOMATOV; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE PURCHASE AND SALE AGREEMENT, DEED AND RELATED DOCUMENTS IN ORDER TO TRANSFER TITLE TO THE PROPERTY

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CRA Properties Sale to City Memo with Attachments, R-2023-012 Sale of CRA-Owned Property at 115 Phippen Waiters Road to Natalya Domatov



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: February 14, 2023

TO: Honorable Mayor, Vice Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**
Digitally signed by Eve A. Boutsis
Date: 2023.02.07 11:58:18 -05'00'

SUBJECT: Authorizing the Sale of Three (3) CRA Properties

The Request

To approve the two resolutions authorizing the sale of three undersized CRA Properties:

- (1) 115 Phippen Waiters Road, Dania Beach, Florida to Natalya Domatov,
- (2) 524 NW 3rd Terrace to the City of Danai Beach, and
- (3) SWC Old Griffin Road/ NW 4th Avenue to the City of Dania Beach for park purposes.

Background

Florida Statute Section 163.358(4) provides that the transfer of land by the CRA must be authorized by the City Commission. The sale of land is reserved back to the City. The CRA Board has contemplated the sale of three parcels of land, which are considered “unbuildable” due to dimension limitations. Additionally, the CRA has been in discussion with the City on the possibility of returning two of parcels to the City to create small neighborhood parks. A summary description of the three parcels is in the table below.

Property Address	Land (SF)	Req Width	Req Depth	Actual Width	Actual Depth	Zoning Designation	Status / Comments
524 NW 3 Ter	3,750	60.0	90.0	38	100	NBHO - Res	Park – to City (\$0)
Old Griffin Rd	4,231	60.0	90.0	31/57	100/103	NBHO - Res	Park – City (\$0)
115 Phippen Waters Rd	1,992	60.0	90.0	25	80	NBHO - Res	Offer Rcv'd \$7.900 / Park

In addition to the dimension challenges, the sites at 524 NW 3 Ter and Old Griffin Road are corner properties. The Old Griffin Road parcel is further challenged being a wedge-shaped site with a wide-radius curb at the corner of Old Griffin Road and NW 4th Ave. Therefore, any structures built on these sites would “crowd the street, create a sightline challenge at the intersection, and driveways would be unreasonably close to the intersection, resulting in a potential traffic hazard. The CRA has received an unsolicited proposal for 524 NW 3 Ter for the development of a single-family house. However due to the dimensional challenges, it seems the best use of these sites may be small neighborhood parks.

The parcel at 115 Phippen Waiters Road is a mid-block site that is 25 feet wide. As a stand-alone site, it is unbuildable. The adjacent property owner (113 Phippen Waiters) is a for-rent single-family home. The owner has submitted an unsolicited proposal for the CRA-owned site to provide more yard area for their tenant. This would enhance the next-door property value and improve the quality of life for its tenant. The alternative would be to use the CRA-owned parcel for a small neighborhood park. For the parcels best used for small neighborhood parks, the CRA would transfer ownership back to the City for design, development, and maintenance as a City park.

In December, 2022, the CRA approved issuing notice in a paper of general circulation as is required under Florida Statutes Section 163.380, in order to proceed with the sale of the parcels. Florida §163.380 requires the CRA to publish a Public Notice of its interest in selling a CRA-owned property. The notice was published in the Broward Business Review newspaper on December 23, 2022.

There was one purchase proposal for 113 Phippen Waiters Road received from Natalya Domatov for the appraised value of Seven Thousand, Nine Hundred Dollars (\$7,900.00). The property is not “buildable” by rights due to dimensional challenges. The Community Redevelopment Plan finds it to be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the Community Redevelopment Area.

The other two parcels, 524 NW 3rd Terrace to the City of Danai Beach, and the SWC Old Griffin Road/ NW 4th Avenue are proposed to be transferred to the City of Dania Beach for park purposes.

The CRA Board is supportive of the three property transfers (sale to Ms. Domatov, and transfer of the two parcels to the City for park use).

Recommendation

That the resolutions authorizing the sale of the Properties be approved and that the appropriate City official executed the purchase and sale agreements, deeds, and associated documents to transfer title to the parcels.

Budgetary Impact

No negative budgetary impact anticipated to the City. The City would gain two neighborhood parks.

EAB:la

Attachment:

DBCRA Public Notice (12-23-22)

Email (1-29-23) from Natalya Domatov re: 115 Phippen Waiters Road

Appraisals of each property

Broward County Property Assessor folio/map for each parcel

Surveys for each parcel (survey of 119 Phippen Waters vs 115 Phippen Waiters)

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage

BROWARD

STATE OF FLORIDA
COUNTY OF BROWARD:

Before the undersigned authority personally appeared SCHERRIE A. THOMAS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/ k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF INTEREST TO SELL - DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY (CRA)

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

12/23/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

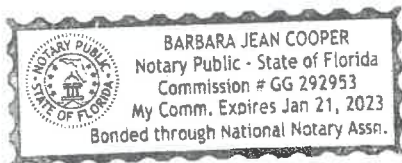
Scherrie A Thomas

Sworn to and subscribed before me this
23 day of DECEMBER, A.D. 2022

Barbara Jean Cooper

(SEAL)

SCHERRIE A. THOMAS personally known to me



NOTICE OF INTEREST TO SELL

In accordance with Florida Statutes Section 163.380, "Disposal of property in community redevelopment area", the Dania Beach Community Redevelopment Agency (CRA) provides notice of its interest in selling three (3) CRA-owned properties. All three (3) properties may be "unbuildable" as of right, due to dimensional constraints. Address and BCPA ID of the properties are as follows:

- 524 NW 3 Ter (504234060260)
- Old Griffin Rd (504234060640)
- 115 Phippen Waters Rd (504234300200)

Any party interested in the acquisition of one or more of these properties should provide a proposal, in writing, describing the intended use of the property and proposed acquisition price. Parties interested in more than one property should submit a separate proposal for each property. The pro-

perties will be sold "AS IS" and for cash to the selected party.

Proposals must be made by the principal buyer and must be received by the CRA no later than the close of business on January 30, 2023. Any questions should be directed to and proposal(s) sent to:

Dania Beach Community
Redevelopment Agency
Attn.: Mr. K. Michael Chen,
Executive Director
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
mchen@daniabeachfl.gov

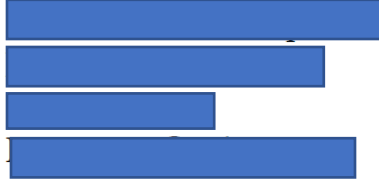
The CRA shall consider the intended use of the proposals received and the financial ability of the proposing party to conclude the sale. The purchasers, their successors, and assigns shall be obligated to devote such real property only to the uses specified in the CRA Plan and may be obligated to comply with such other requirements as the County, the City, or the Community Redevelopment Agency may determine to be in the public interest, including the obligation to begin any improvements on such real property required by the community redevelopment plan within a reasonable time.

The CRA reserves the right to negotiate the price and/or terms of sale with any the party submitting a proposal and to select any proposal it deems in the best interest of the CRA, in its sole discretion. The CRA may reject any or all proposals received.

12/23 22-20/0000636978B

From: [Natalya Domatov](#)
To: [Chen, K. Michael](#)
Subject: 115 Phippen proposal
Date: Monday, January 30, 2023 12:02:25 PM

Natalya Domatov



January 29,2023

K. Michael Chen
CRA Executive Director
Community Redevelopment Agency

Dear K.Michael Chen,

I am writing to submit an offer to purchase the CRA-owned property located at 115 Phippen Waiters RD. My proposed purchase price for the property is \$7900 and it is based on an "as-is" condition.

I have been the proud owner of the adjacent property located at 113 Phippen Waiters since 2018. The property features a 3 bedroom, 2 bathroom house. Since taking ownership, I have invested \$50,000 in rehabilitation and improvements to the house and landscaping. Some of the major improvements include a new roof and updated the bathrooms and resurfaced kitchen cabinets Currently, the house is leased to a family of 2, who have recently moved in.

I am interested in purchasing the next door property as I would like to expand my yard to make the house more desirable to families with small children and pets. This will improve the longevity of my tenants and contribute to the stability of the neighborhood.

If you have any questions or concerns, please do not hesitate to contact me. I look forward to hearing from you and closing the sale at the earliest possible date.

Sincerely,
Natalya Domatov RN, BSN

Sent from my iPhone

APPRAISAL OF REAL PROPERTY



LOCATED AT

115 Phippen Waiters Rd
Dania Beach, FL 33004
Lot 25 Block 1 of Paradise Manor PB 32 Page 31

FOR

City of Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$7,900.00

AS OF

1/23/2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226 x137
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

524 NW 3rd Ter
Dania Beach, FL 33004
Hansen & Nelson Sub 3-76 Lot 1, W 1/2 Lot 2, Blk B

FOR

City of Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$10,000

AS OF

1-23-2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

SWC NW 4th Ave. and Old Griffin Rd. (NW 4th St.)
Dania Beach, FL 33004
Lot 27 and 28, Block C of Hansen & Nelson Sub Plat Book 3, Page 76

FOR

City of Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$8,850

AS OF

1/23/2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com



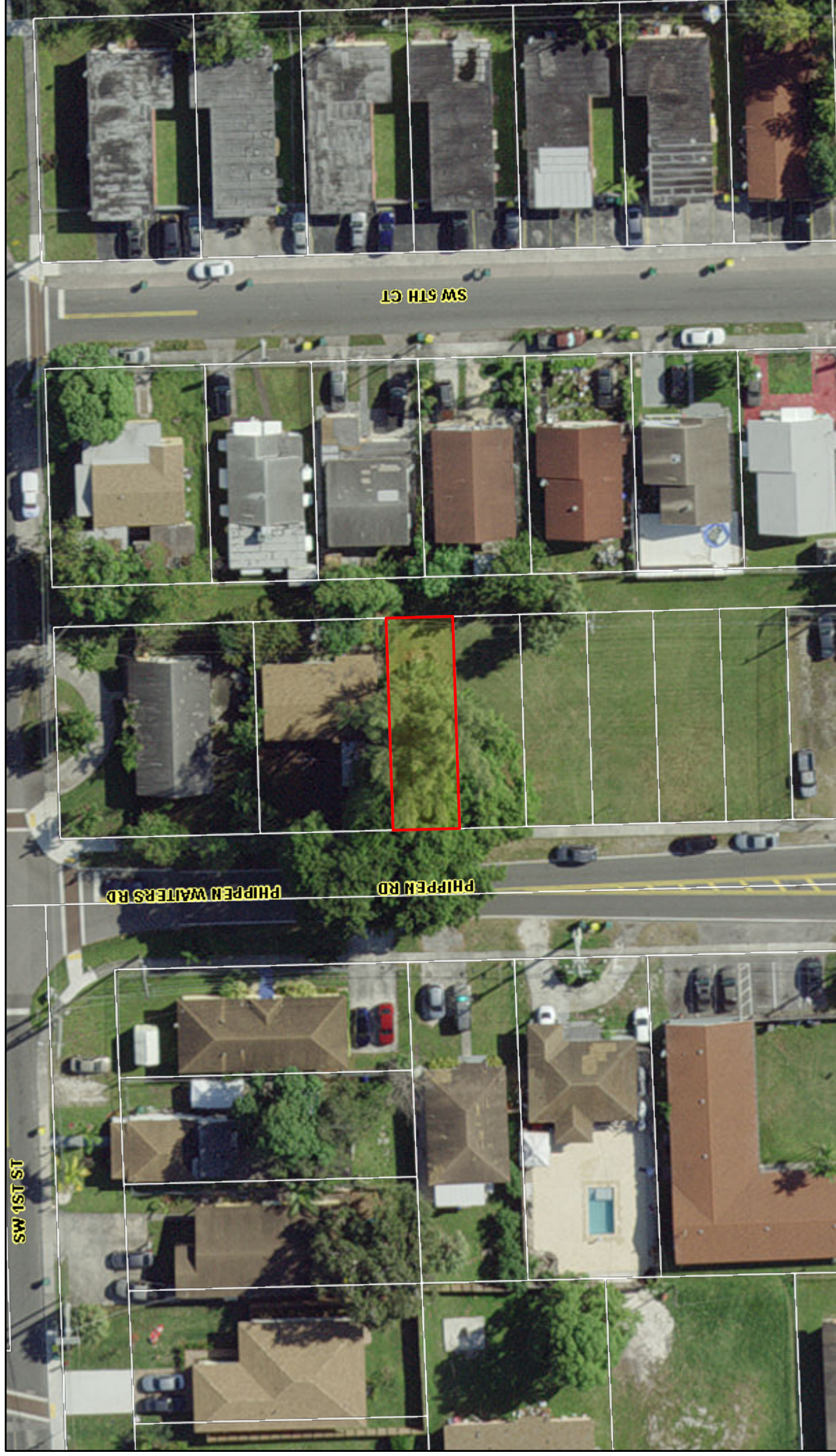
Site Address	115 PHIPPEN WAITERS ROAD, DANIA BEACH FL 33004	ID #	5042 34 30 0200
Property Owner	DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004	Use	80-01
Abbr Legal Description	PARADISE MANOR 32-31 B LOT 25 BLK 1		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

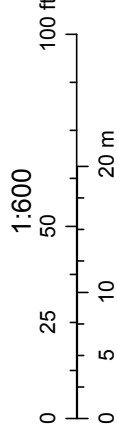
* 2023 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	\$21,910		\$21,910	\$11,640	
2022	\$21,910		\$21,910	\$10,590	\$6.00
2021	\$14,940		\$14,940	\$9,630	\$6.00
2023 Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$21,910	\$21,910	\$21,910	\$21,910	
Portability	0	0	0	0	
Assessed/SOH	\$11,640	\$21,910	\$11,640	\$11,640	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type 15	\$11,640	\$21,910	\$11,640	\$11,640	
Taxable	0	0	0	0	
Sales History				Land Calculations	
Date	Type	Price	Book/Page or CIN	Price	Factor
1/31/2019	QCD-T	\$100	115605429	\$11.00	1,992
10/6/2011	CE*-D	\$600	48279 / 723		
8/10/2005	QCD	\$100	40422 / 934		
2/16/2005	TXD	\$5,300	39156 / 1470		
				Adj. Bldg. S.F.	

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
5						.1		



May 20, 2021





MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Site Address	524 NW 3 TERRACE, DANIA BEACH FL 33004	ID #	5042 34 06 0260
Property Owner	CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004	Use	80-01
Abbr Legal Description	HANSEN & NELSON SUB 3-76 D LOT 1,W1/2 LOT 2 BLK B		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2022 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2022*	\$35,630		\$35,630	\$35,630	
2021	\$35,630		\$35,630	\$35,630	\$6.00
2020	\$35,630		\$35,630	\$35,630	\$4.00

2022* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$35,630	\$35,630	\$35,630	\$35,630
Portability	0	0	0	0
Assessed/SOH	\$35,630	\$35,630	\$35,630	\$35,630
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$35,630	\$35,630	\$35,630	\$35,630
Taxable	0	0	0	0

Sales History

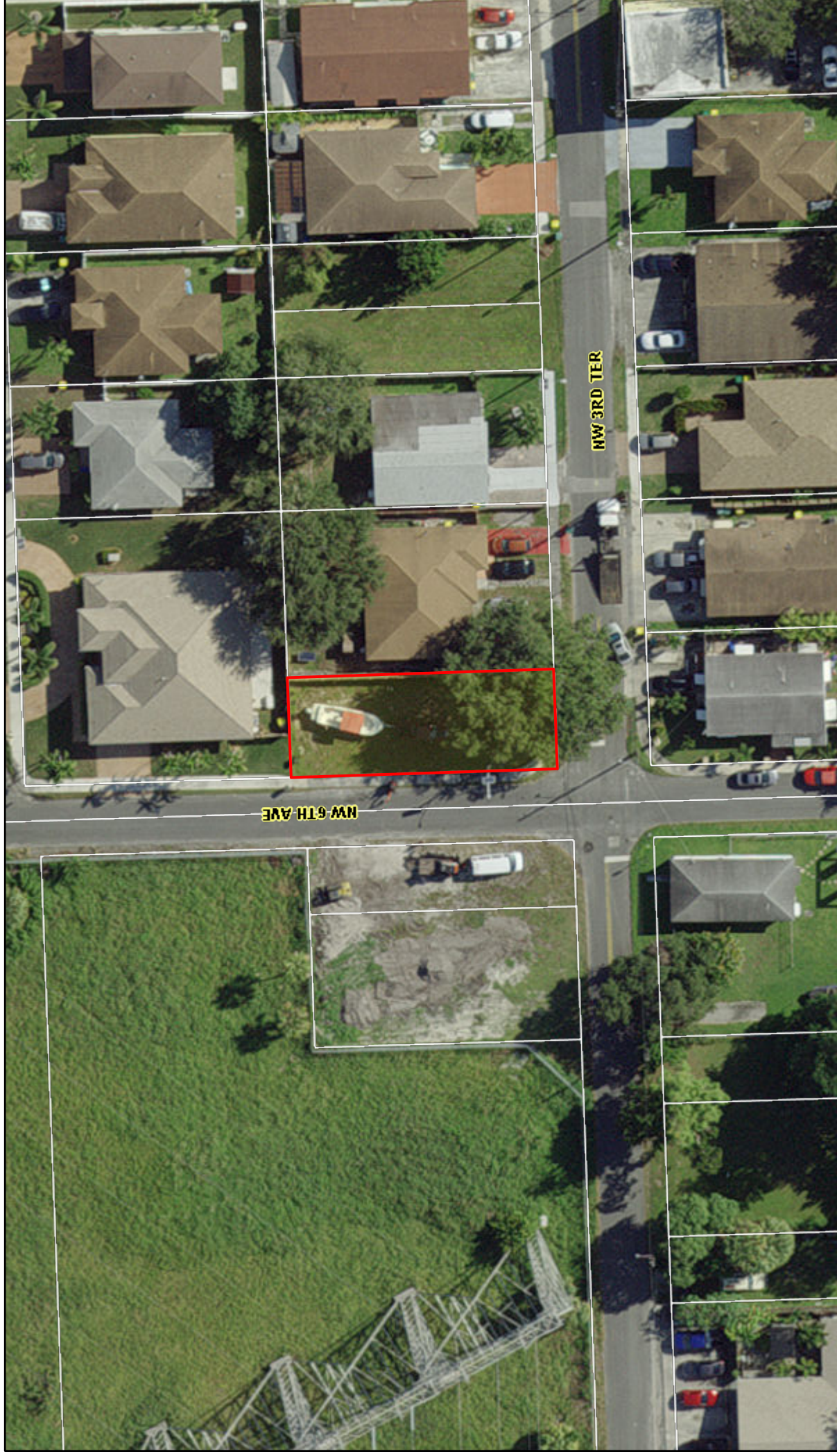
Date	Type	Price	Book/Page or CIN
7/15/2019	QCD-T	\$100	115961628
9/20/2016	QCD-T		113946839
3/6/2007	TXD-T		43747 / 1853
12/1/1966	WD	\$6,900	

Land Calculations

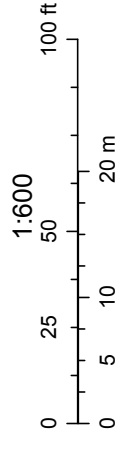
Price	Factor	Type
\$9.50	3,750	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
X								
9						.1		



May 20, 2021





The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values

2021* Exemptions and Taxable Values by Taxing Authority

Sales History

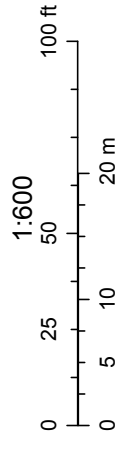
Land Calculations

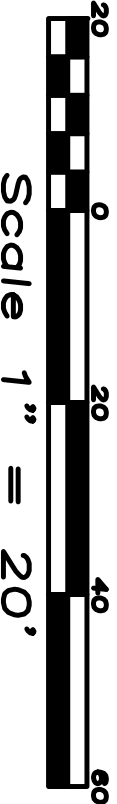
Special Assessments

1/1

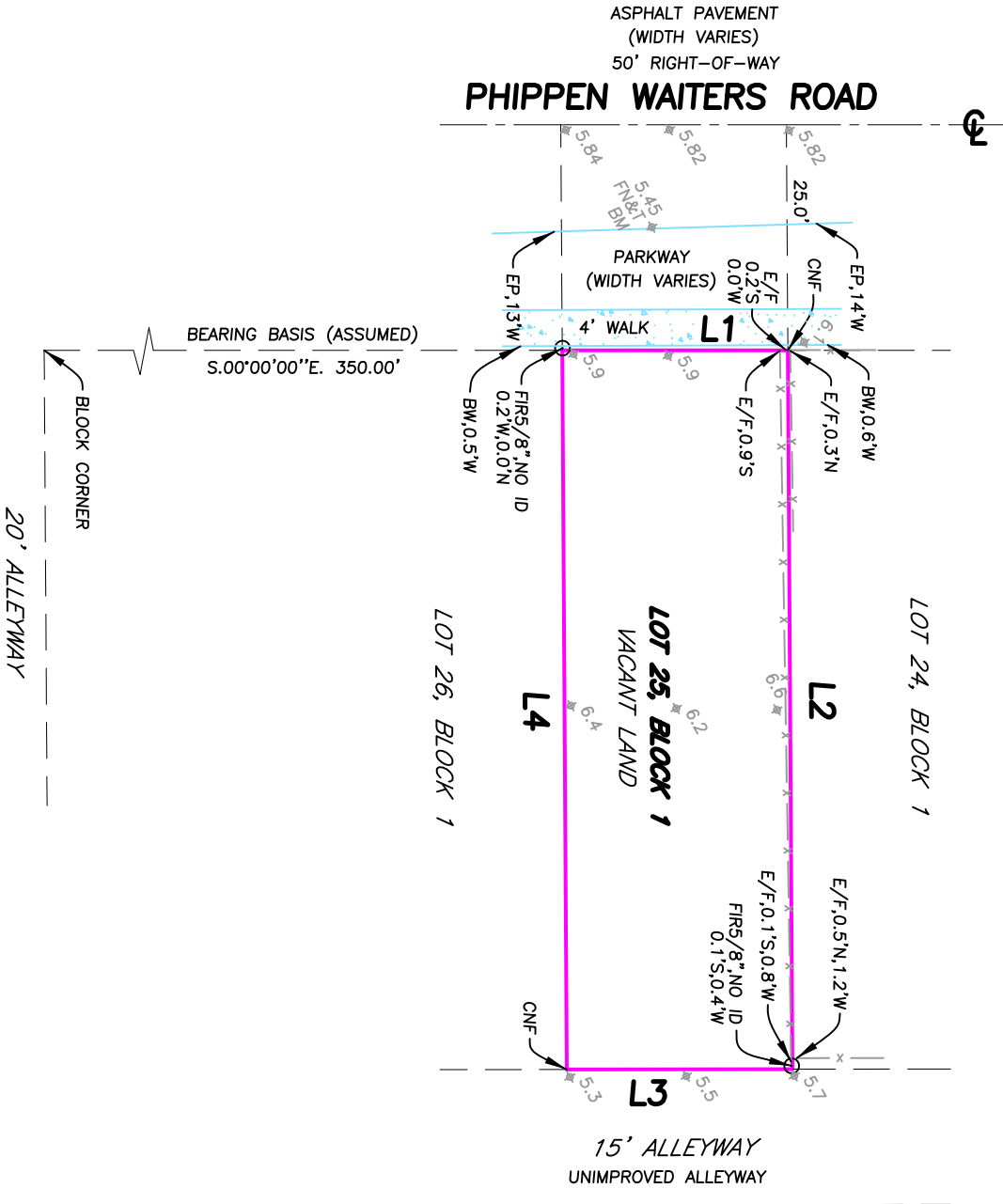


May 20, 2021





LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N.00°00'00"W.	25.00'
L2	N.89°38'00"E.	79.67'
L3	S.00°04'28"E.	25.00'
L4	S.89°38'00"W.	79.71'



LEGAL DESCRIPTION
LOT 25, BLOCK 1, OF PARADISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PLAT BOOK 32, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY CERTIFICATE OF TITLE, RECORDED IN OFFICAL RECORDS BOOK 48279, PAGE 723, ON NOVEMBER 1, 2011, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PROPERTY ADDRESS
115 PHIPPEN WAITERS ROAD
DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 44127
SURVEY DATE 12/21/22

FLOOD ZONE XO.2%
MAP DATE 08/18/14
MAP NUMBER 120034 0567H



SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

LEGEND	
	FP&L BOX
	CONTROL VALVE
	GUY ANCHOR
	WATER METER
	FIRE HYDRANT
	CABLE JUNCTION BOX
	ELECTRIC SERVICE
	POOL EQUIPMENT
	POWER/LIGHT POLE
	SPRINKLER SYSTEM
	BRICK/TILE PAVERS
	CENTERLINE
	CONCRETE/CHAT
	CONCRETE WALL
	ELEVATION
	METAL FENCE
	OVERHEAD WIRES
	WOOD DECK/DOCK
	WOOD/PVC FENCE

ABBREVIATIONS

AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BUILDING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/F	END/FENCE
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GAR	GARAGE
GEN	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RAD	RADIAL
RW	RIGHT-OF-WAY
SN&D	SET NAIL & DISC 5495
SP	SCREENED PORCH
SP&C	SET 1/2" PIN & CAP 5495
UE	UTILITY EASEMENT

ATLANTIC COAST
S U R V E Y I N G I N C.

PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
13798 NW 4th Street, Suite 306
Sunrise, FL 33325
P: 954.587.2100 E: info@acswb.net

LEGEND

- CABLE JUNCTION BOX
- CATCH BASIN
- CLEAN OUT
- CONTROL VALVE
- ELECTRIC SERVICE
- FIRE HYDRANT
- FP&L PAD
- GUY ANCHOR
- MANHOLE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
- WATER METER
- WATER VALVE
- WELL
- BRICK PAVERS
- CENTERLINE
- CONCRETE/CHAT
- CONCRETE WALL
- ELEVATION
- METAL FENCE
- OVERHEAD WIRES
- WOOD DECK/DOCK
- WOOD FENCE

ABBREVIATIONS

- BC BUILDING CORNER
- BW BACK OF WALK
- C CALCULATED
- M MEASURED
- N.T.S. NOT TO SCALE
- OP OPEN PORCH
- ORB OFFICIAL RECORDS BOOK
- PC POINT OF CURVATURE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PC PAGE
- PRC POINT OF REVERSE CURVE
- PRM PERMANENT REFERENCE MONUMENT
- PT POINT OF TANGENCY
- E/F END OF FENCE
- E/F END OF EASEMENT
- EW EDGE OF WATER
- F/C FENCE CORNER
- F/L FENCE LINE
- FIP FOUND IRON PIPE
- FN FOUND IRON ROD
- FN FOUND NAIL
- FN&D FOUND NAIL & DISC
- FP&L FLORIDA POWER AND LIGHT RECORD
- R RADIAL
- SN&D SET NAIL & DISC # 5495
- SP SCREENED PORCH
- SP&C SET 1/2" PIN & CAP # 5495
- CNF CORNER NOT FOUND

LEGAL DESCRIPTION

LOT 1 AND WEST 1/2 OF LOT 2, BLOCK B, OF HANSEN & NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY QUIT CLAIM DEED, RECORDED INSTRUMENT # 113946839, ON SEPTEMBER 22, 2016, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:

CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PROPERTY ADDRESS

524 NW 3RD TERRACE
DANIA BEACH, FL 33004

BOUNDARY SURVEY

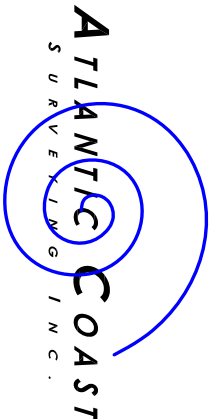
INVOICE # 43300

SURVEY DATE 08/26/21

FLOOD ZONE XO.2%

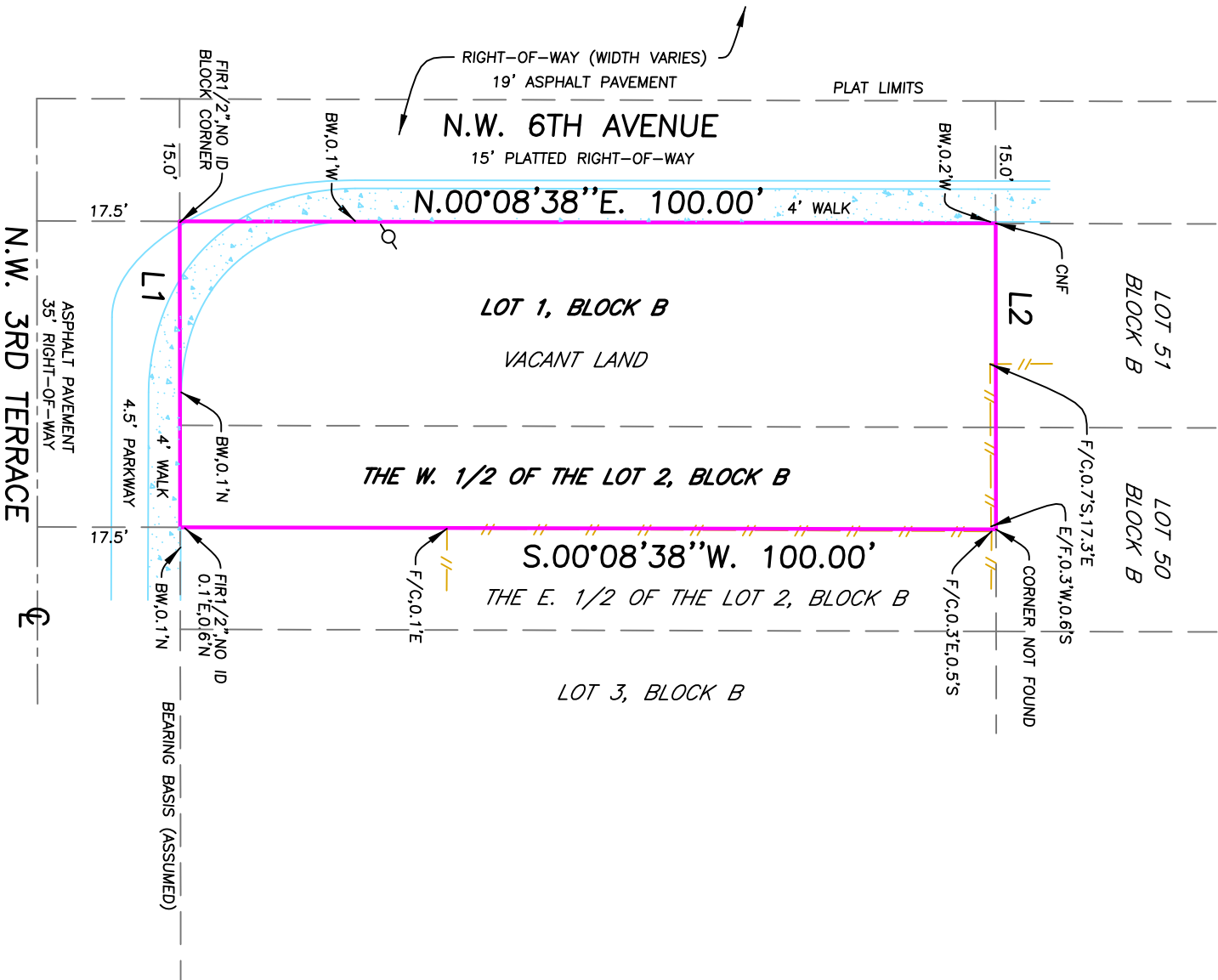
MAP DATE 08/18/14

MAP NUMBER 120034 0567H

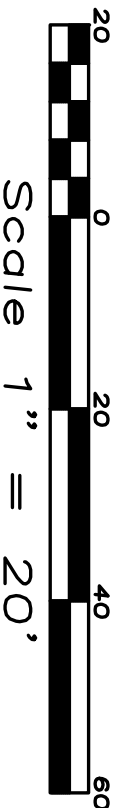


PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314
OFFICE: 954.587.2100 FAX: 954.587.5418

DANIA MANOR
(PLAT BOOK 10, PAGE 53)



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S.89°55'29\"W.	37.50'
L2	N.89°55'29\"E.	37.50'



LEGEND

- CABLE JUNCTION BOX
- CATCH BASIN
- CLEAN OUT
- CONTROL VALVE
- ELECTRIC SERVICE
- FIRE HYDRANT
- FP&L PAD
- GUY ANCHOR
- MANHOLE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
- WATER METER
- WATER VALVE
- WELL
- BRICK PAVERS
- CENTERLINE
- CONCRETE/CHAT
- CONCRETE WALL
- ELEVATION
- METAL FENCE
- OVERHEAD WIRES
- WOOD DECK/DOCK
- WOOD FENCE

- ABBREVIATIONS
- BC BUILDING CORNER
 - BW BACK OF WALK
 - C CALCULATED
 - M MEASURED
 - N.T.S. NOT TO SCALE
 - OP OPEN PORCH
 - ORB OFFICIAL RECORDS BOOK
 - PC POINT OF CURVATURE
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PG PAGE
 - PRC POINT OF REVERSE CURVE
 - PRM PERMANENT REFERENCE MONUMENT
 - PT POINT OF TANGENCY
 - E/F END OF FENCE
 - EW EDGE OF PAVEMENT
 - F/C FENCE CORNER
 - F/L FENCE LINE
 - FIP FOUND IRON PIPE
 - FIR FOUND IRON ROD
 - FN FOUND NAIL
 - FN&D FOUND NAIL & DISC
 - FP&L FLORIDA POWER AND LIGHT RECORD
 - RAD RADIAL
 - SN&D SET NAIL & DISC # 5495
 - SP SCREENED PORCH
 - SP&C SET 1/2" PIN & CAP # 5495
 - CNF CORNER NOT FOUND

ATLANTIC COAST SURVEYING, INC.

PAUL J STOWELL

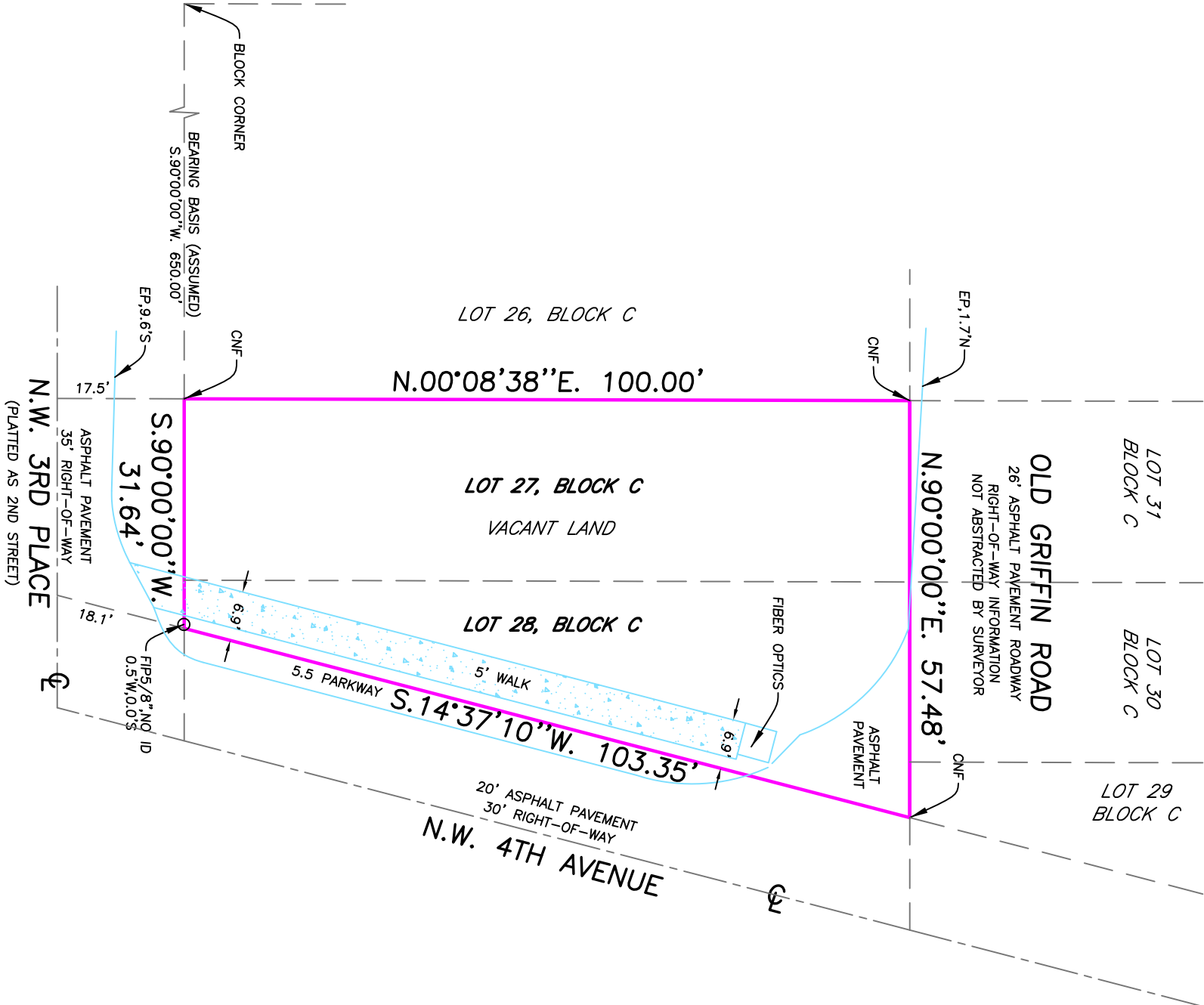
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314
OFFICE: 954.587.2100 FAX:.954.587.5418

LEGAL DESCRIPTION
LOTS 27 AND 28, BLOCK C, OF HANSEN & NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY QUIT CLAIM DEED, RECORDED IN OFFICIAL RECORDS BOOK 24151, PAGE94, ON NOVEMBER 16, 1995, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:
CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
PROPERTY ADDRESS
OLD GRIFFIN ROAD
DANIA BEACH, FL 33004
BOUNDARY SURVEY
INVOICE # 43301
SURVEY DATE 08/26/21
FLOOD ZONE X
MAP DATE 08/18/14
MAP NUMBER 120034 0567H



- SURVEYOR'S NOTES
- BASIS OF BEARINGS AS INDICATED ON SKETCH.
 - LEGAL DESCRIPTION PROVIDED BY CLIENT.
 - THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
 - UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
 - ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
 - FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
 - IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
 - THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
 - PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
 - EXISTING CORNERS FOUND OFF WITNESS PROPERTY CORNERS
 - OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
 - NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.



Scale 1" = 20'

RESOLUTION NO. 2023-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 163.358(4), OF THE FLORIDA STATUTES, AUTHORIZING THE SALE OF CRA-OWNED PROPERTY LOCATED AT 115 PHIPPEN WAITERS ROAD, DANIA BEACH, FLORIDA ("PROPERTY") TO NATALYA DOMATOV; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE PURCHASE AND SALE AGREEMENT, DEED AND RELATED DOCUMENTS IN ORDER TO TRANSFER TITLE TO THE PROPERTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as set forth in §163.358(4), of the Florida Statutes, the City Commission of the City of Dania Beach, Florida continues to vest in the governing body of the municipality the power to approve the acquisition, demolition, removal, or disposal of CRA-owned property; and

WHEREAS, at the November 9, 2022 CRA Board meeting, the CRA Board, discussed their potential interest to transfer or sell the CRA-owned property located at 115 Phippen Waiters Road, Dania Beach, Florida (Property); and

WHEREAS, Florida §163.380 requires the CRA to publish a Public Notice of its interest in selling a CRA-owned property and the CRA, at the direction of the CRA Board, published the required Public Notice in the Broward Business Review newspaper on December 23, 2022; and

WHEREAS, there was one purchase proposal for the Property received from Natalya Domatov for the appraised value of Seven Thousand, Nine Hundred Dollars (\$7,900.00); and

WHEREAS, the property is not "buildable" by rights due to dimensional challenges; and

WHEREAS, the Community Redevelopment Plan finds it to be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the Community Redevelopment Area; and

WHEREAS, the CRA supports the sale of the Property to Natalya Domatov;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY 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 approves the conveyance of the Property, which is legally described in Attachment "A", to Natalya Domatov at the price of Seven Thousand, Nine Hundred Dollars (\$7,900.00).

Section 3. That the sale of the Property to Natalya Domatov shall be in an “AS IS” condition.

Section 4. That the CRA supports and authorizes the proper City officials to execute a purchase and sale contract, deed and associated documents related to the sale of the Property, in substantially the form approved by the City Attorney.

Section 5. That the proper City officials shall record in the County public records the deed and shall provide a copy of such recorded instrument to the CRA Board within thirty (30) days of execution and final acceptance.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on February 14, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**ATTACHMENT A
LEGAL DESCRIPTION**

**PROPERTY ADDRESS
115 PHIPPEN WAITERS ROAD
DANIA BEACH, FL 33004**

LOT 25 BLOCK 1, OF PARADISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PLAT BOOK 32, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA: SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNT, FLORIDA: BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY CERTIFICATE OF TITLE, RECORDED IN OFFICIAL RECORD BOOK 48279, PAGE 723, ON NOVEMBER 1, 2011, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT A RESOLUTION AUTHORIZING THE SALE OF CRA-OWNED PROPERTIES LOCATED AT 524 NW 3rd TERRACE, AND THE SWC OLD GRIFFIN ROAD/NW 4th AVENUE, DANIA BEACH, FLORIDA (“PROPERTIES”) TO THE CITY OF DANIA BEACH FOR THE PURPOSE OF USING THE PROPERTIES AS NEIGHBORHOOD PARKS; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR THE TRANSFER OF THE PROPERTIES TO THE CITY TO USE FOR PARK PURPOSES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CRA Properties Sale to City Memo with Attachments, R-2023-013 Sale of CRA-Owned Property to City Located at 524 NW 3rd Terrace and the SWC Old Griffin Road-NW 4 Avenue



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: February 14, 2023

TO: Honorable Mayor, Vice Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**
Digitally signed by Eve A. Boutsis
Date: 2023.02.07 11:58:18
-05'00'

SUBJECT: Authorizing the Sale of Three (3) CRA Properties

The Request

To approve the two resolutions authorizing the sale of three undersized CRA Properties:

- (1) 115 Phippen Waiters Road, Dania Beach, Florida to Natalya Domatov,
- (2) 524 NW 3rd Terrace to the City of Danai Beach, and
- (3) SWC Old Griffin Road/ NW 4th Avenue to the City of Dania Beach for park purposes.

Background

Florida Statute Section 163.358(4) provides that the transfer of land by the CRA must be authorized by the City Commission. The sale of land is reserved back to the City. The CRA Board has contemplated the sale of three parcels of land, which are considered “unbuildable” due to dimension limitations. Additionally, the CRA has been in discussion with the City on the possibility of returning two of parcels to the City to create small neighborhood parks. A summary description of the three parcels is in the table below.

Property Address	Land (SF)	Req Width	Req Depth	Actual Width	Actual Depth	Zoning Designation	Status / Comments
524 NW 3 Ter	3,750	60.0	90.0	38	100	NBHO - Res	Park – to City (\$0)
Old Griffin Rd	4,231	60.0	90.0	31/57	100/103	NBHO - Res	Park – City (\$0)
115 Phippen Waters Rd	1,992	60.0	90.0	25	80	NBHO - Res	Offer Rcv'd \$7.900 / Park

In addition to the dimension challenges, the sites at 524 NW 3 Ter and Old Griffin Road are corner properties. The Old Griffin Road parcel is further challenged being a wedge-shaped site with a wide-radius curb at the corner of Old Griffin Road and NW 4th Ave. Therefore, any structures built on these sites would “crowd the street, create a sightline challenge at the intersection, and driveways would be unreasonably close to the intersection, resulting in a potential traffic hazard. The CRA has received an unsolicited proposal for 524 NW 3 Ter for the development of a single-family house. However due to the dimensional challenges, it seems the best use of these sites may be small neighborhood parks.

The parcel at 115 Phippen Waiters Road is a mid-block site that is 25 feet wide. As a stand-alone site, it is unbuildable. The adjacent property owner (113 Phippen Waiters) is a for-rent single-family home. The owner has submitted an unsolicited proposal for the CRA-owned site to provide more yard area for their tenant. This would enhance the next-door property value and improve the quality of life for its tenant. The alternative would be to use the CRA-owned parcel for a small neighborhood park. For the parcels best used for small neighborhood parks, the CRA would transfer ownership back to the City for design, development, and maintenance as a City park.

In December, 2022, the CRA approved issuing notice in a paper of general circulation as is required under Florida Statutes Section 163.380, in order to proceed with the sale of the parcels. Florida §163.380 requires the CRA to publish a Public Notice of its interest in selling a CRA-owned property. The notice was published in the Broward Business Review newspaper on December 23, 2022.

There was one purchase proposal for 113 Phippen Waiters Road received from Natalya Domatov for the appraised value of Seven Thousand, Nine Hundred Dollars (\$7,900.00). The property is not “buildable” by rights due to dimensional challenges. The Community Redevelopment Plan finds it to be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the Community Redevelopment Area.

The other two parcels, 524 NW 3rd Terrace to the City of Danai Beach, and the SWC Old Griffin Road/ NW 4th Avenue are proposed to be transferred to the City of Dania Beach for park purposes.

The CRA Board is supportive of the three property transfers (sale to Ms. Domatov, and transfer of the two parcels to the City for park use).

Recommendation

That the resolutions authorizing the sale of the Properties be approved and that the appropriate City official executed the purchase and sale agreements, deeds, and associated documents to transfer title to the parcels.

Budgetary Impact

No negative budgetary impact anticipated to the City. The City would gain two neighborhood parks.

EAB:la

Attachment:

DBCRA Public Notice (12-23-22)

Email (1-29-23) from Natalya Domatov re: 115 Phippen Waiters Road

Appraisals of each property

Broward County Property Assessor folio/map for each parcel

Surveys for each parcel (survey of 119 Phippen Waters vs 115 Phippen Waiters)

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage

BROWARD

STATE OF FLORIDA
COUNTY OF BROWARD:

Before the undersigned authority personally appeared SCHERRIE A. THOMAS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/ k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF INTEREST TO SELL - DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY (CRA)

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

12/23/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

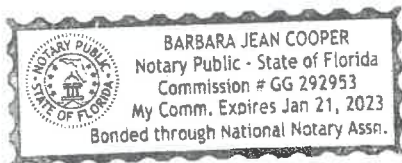
Scherrie A Thomas

Sworn to and subscribed before me this
23 day of DECEMBER, A.D. 2022

Barbara Jean Cooper

(SEAL)

SCHERRIE A. THOMAS personally known to me



NOTICE OF INTEREST TO SELL

In accordance with Florida Statutes Section 163.380, "Disposal of property in community redevelopment area", the Dania Beach Community Redevelopment Agency (CRA) provides notice of its interest in selling three (3) CRA-owned properties. All three (3) properties may be "unbuildable" as of right, due to dimensional constraints. Address and BCPA ID of the properties are as follows:

- 524 NW 3 Ter (504234060260)
- Old Griffin Rd (504234060640)
- 115 Phippen Waters Rd (504234300200)

Any party interested in the acquisition of one or more of these properties should provide a proposal, in writing, describing the intended use of the property and proposed acquisition price. Parties interested in more than one property should submit a separate proposal for each property. The pro-

perties will be sold "AS IS" and for cash to the selected party.

Proposals must be made by the principal buyer and must be received by the CRA no later than the close of business on January 30, 2023. Any questions should be directed to and proposal(s) sent to:

Dania Beach Community
Redevelopment Agency
Attn.: Mr. K. Michael Chen,
Executive Director
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
mchen@daniabeachfl.gov

The CRA shall consider the intended use of the proposals received and the financial ability of the proposing party to conclude the sale. The purchasers, their successors, and assigns shall be obligated to devote such real property only to the uses specified in the CRA Plan and may be obligated to comply with such other requirements as the County, the City, or the Community Redevelopment Agency may determine to be in the public interest, including the obligation to begin any improvements on such real property required by the community redevelopment plan within a reasonable time.

The CRA reserves the right to negotiate the price and/or terms of sale with any the party submitting a proposal and to select any proposal it deems in the best interest of the CRA, in its sole discretion. The CRA may reject any or all proposals received.

12/23 22-20/0000636978B

From: [Natalya Domatov](#)
To: [Chen, K. Michael](#)
Subject: 115 Phippen proposal
Date: Monday, January 30, 2023 12:02:25 PM

Natalya Domatov

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

January 29, 2023

K. Michael Chen
CRA Executive Director
Community Redevelopment Agency

Dear K. Michael Chen,

I am writing to submit an offer to purchase the CRA-owned property located at 115 Phippen Waiters RD. My proposed purchase price for the property is \$7900 and it is based on an "as-is" condition.

I have been the proud owner of the adjacent property located at 113 Phippen Waiters since 2018. The property features a 3 bedroom, 2 bathroom house. Since taking ownership, I have invested \$50,000 in rehabilitation and improvements to the house and landscaping. Some of the major improvements include a new roof and updated the bathrooms and resurfaced kitchen cabinets. Currently, the house is leased to a family of 2, who have recently moved in.

I am interested in purchasing the next door property as I would like to expand my yard to make the house more desirable to families with small children and pets. This will improve the longevity of my tenants and contribute to the stability of the neighborhood.

If you have any questions or concerns, please do not hesitate to contact me. I look forward to hearing from you and closing the sale at the earliest possible date.

Sincerely,
Natalya Domatov RN, BSN

Sent from my iPhone

APPRAISAL OF REAL PROPERTY



LOCATED AT

115 Phippen Waiters Rd
Dania Beach, FL 33004
Lot 25 Block 1 of Paradise Manor PB 32 Page 31

FOR

City of Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$7,900.00

AS OF

1/23/2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226 x137
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

524 NW 3rd Ter
Dania Beach, FL 33004
Hansen & Nelson Sub 3-76 Lot 1, W 1/2 Lot 2, Blk B

FOR

City of Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$10,000

AS OF

1-23-2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

SWC NW 4th Ave. and Old Griffin Rd. (NW 4th St.)
Dania Beach, FL 33004
Lot 27 and 28, Block C of Hansen & Nelson Sub Plat Book 3, Page 76

FOR

City of Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$8,850

AS OF

1/23/2023

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com



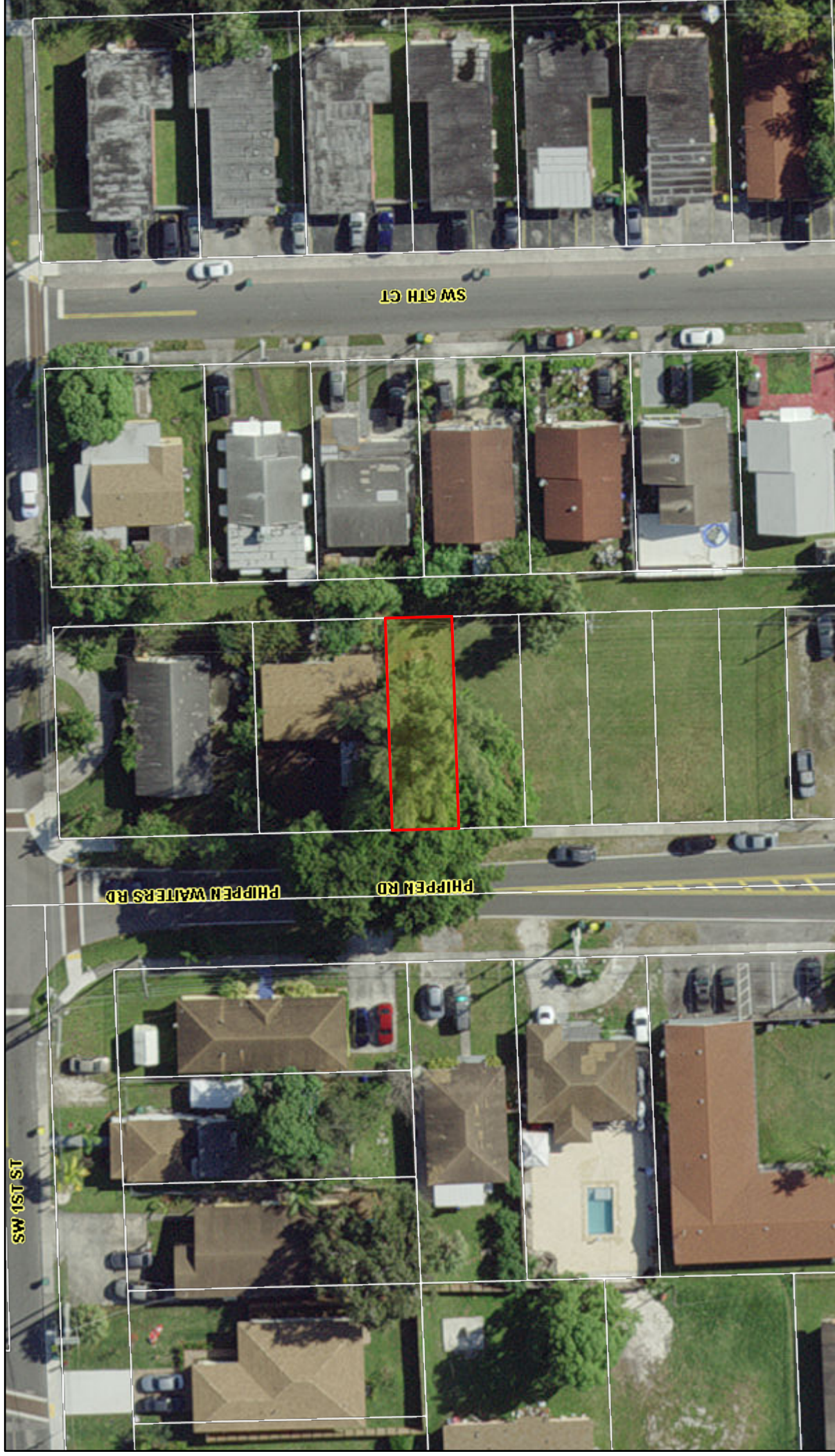
Site Address	115 PHIPPEN WAITERS ROAD, DANIA BEACH FL 33004	ID #	5042 34 30 0200
Property Owner	DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004	Use	80-01
Abbr Legal Description	PARADISE MANOR 32-31 B LOT 25 BLK 1		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

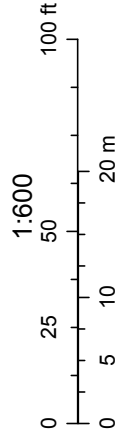
* 2023 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	\$21,910		\$21,910	\$11,640	
2022	\$21,910		\$21,910	\$10,590	\$6.00
2021	\$14,940		\$14,940	\$9,630	\$6.00
2023 Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$21,910	\$21,910	\$21,910	\$21,910	
Portability	0	0	0	0	
Assessed/SOH	\$11,640	\$21,910	\$11,640	\$11,640	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type 15	\$11,640	\$21,910	\$11,640	\$11,640	
Taxable	0	0	0	0	
Sales History				Land Calculations	
Date	Type	Price	Book/Page or CIN	Price	Factor
1/31/2019	QCD-T	\$100	115605429	\$11.00	1,992
10/6/2011	CE*-D	\$600	48279 / 723		
8/10/2005	QCD	\$100	40422 / 934		
2/16/2005	TXD	\$5,300	39156 / 1470		
				Adj. Bldg. S.F.	

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
5						.1		



May 20, 2021





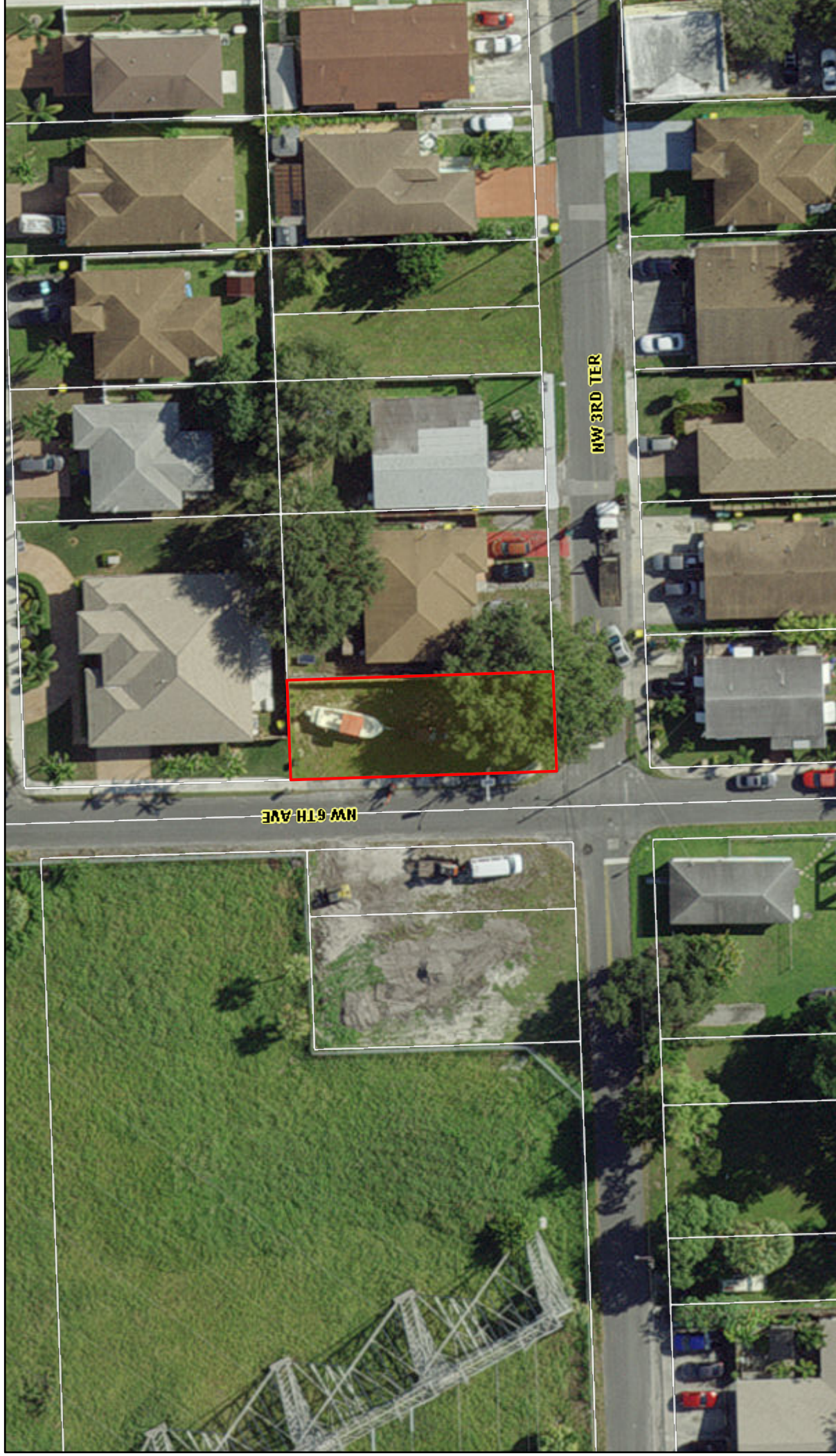
The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values

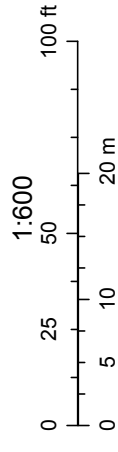
2022* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$35,630	\$35,630	\$35,630	\$35,630
Portability	0	0	0	0
Assessed/SOH	\$35,630	\$35,630	\$35,630	\$35,630
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$35,630	\$35,630	\$35,630	\$35,630
Taxable	0	0	0	0

Adj. Bldg. S.F.

Special Assessments



May 20, 2021





The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values

2021* Exemptions and Taxable Values by Taxing Authority

Sales History

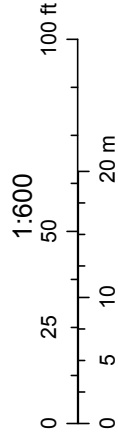
Land Calculations

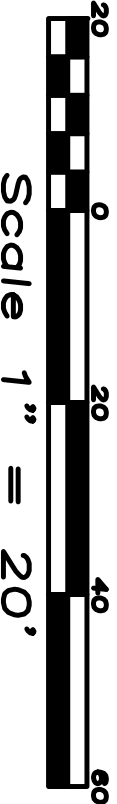
Special Assessments

1/1

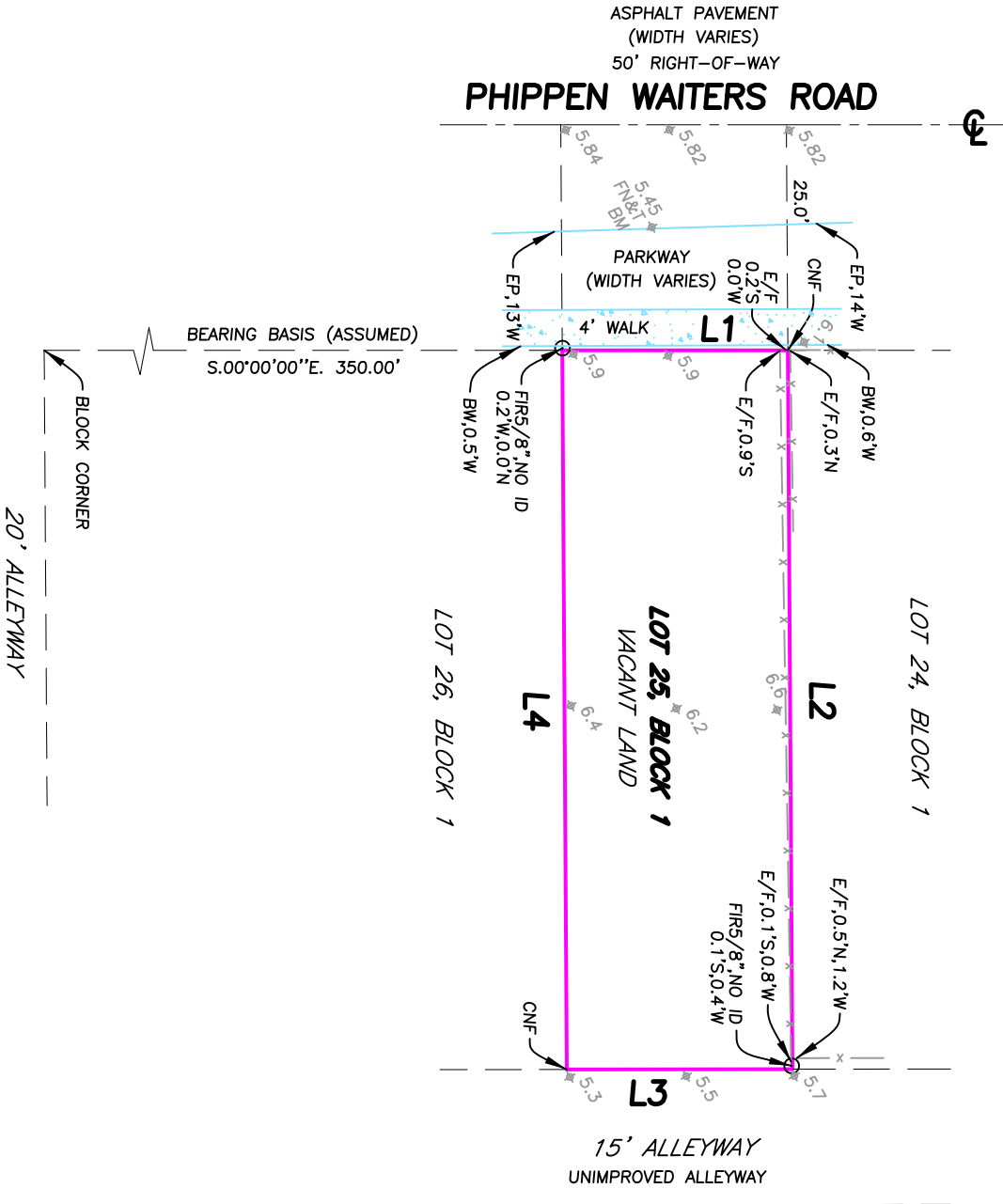


May 20, 2021





LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N.00°00'00"W.	25.00'
L2	N.89°38'00"E.	79.67'
L3	S.00°04'28"E.	25.00'
L4	S.89°38'00"W.	79.71'



LEGAL DESCRIPTION
LOT 25, BLOCK 1, OF PARADISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PLAT BOOK 32, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY CERTIFICATE OF TITLE, RECORDED IN OFFICAL RECORDS BOOK 48279, PAGE 723, ON NOVEMBER 1, 2011, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PROPERTY ADDRESS
115 PHIPPEN WAITERS ROAD
DANIA BEACH, FL 33004

BOUNDARY SURVEY
INVOICE # 44127
SURVEY DATE 12/21/22

FLOOD ZONE XO.2%
MAP DATE 08/18/14
MAP NUMBER 120034 0567H



SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

LEGEND	
	FP&L BOX
	CONTROL VALVE
	GUY ANCHOR
	WATER METER
	FIRE HYDRANT
	CABLE JUNCTION BOX
	ELECTRIC SERVICE
	POOL EQUIPMENT
	POWER/LIGHT POLE
	SPRINKLER SYSTEM
	BRICK/TILE PAVERS
	CENTERLINE
	CONCRETE/CHAT
	CONCRETE WALL
	ELEVATION
	METAL FENCE
	OVERHEAD WIRES
	WOOD DECK/DOCK
	WOOD/PVC FENCE

ABBREVIATIONS

AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BUILDING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/F	END/FENCE
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN	FOUND NAIL
FN&D	FOUND NAIL & DISC
FN&T	FOUND NAIL & TAB
FP&L	FLORIDA POWER & LIGHT
GAR	GARAGE
GEN	GENERATOR
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
M	MEASURED
NTS	NOT TO SCALE
PB	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RAD	RADIAL
RW	RIGHT-OF-WAY
SN&D	SET NAIL & DISC 5495
SP	SCREENED PORCH
SP&C	SET 1/2" PIN & CAP 5495
UE	UTILITY EASEMENT

ATLANTIC COAST
SURVEYING, INC.

PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
13798 NW 4th Street, Suite 306
Sunrise, FL 33325
P: 954.587.2100 E: info@acswb.net

LEGEND

- CABLE JUNCTION BOX
- CATCH BASIN
- CLEAN OUT
- CONTROL VALVE
- ELECTRIC SERVICE
- FIRE HYDRANT
- FP&L PAD
- GUY ANCHOR
- MANHOLE
- POOL EQUIPMENT
- POWER/LIGHT POLE
- SPRINKLER SYSTEM
- WATER METER
- WATER VALVE
- WELL
- BRICK PAVERS
- CENTERLINE
- CONCRETE/CHAT
- CONCRETE WALL
- ELEVATION
- METAL FENCE
- OVERHEAD WIRES
- WOOD DECK/DOCK
- WOOD FENCE

ABBREVIATIONS

- BC BUILDING CORNER
- BW BACK OF WALK
- C CALCULATED
- M MEASURED
- N.T.S. NOT TO SCALE
- OP OPEN PORCH
- ORB OFFICIAL RECORDS BOOK
- PC POINT OF CURVATURE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PC PAGE
- PRC POINT OF REVERSE CURVE
- PRM PERMANENT REFERENCE MONUMENT
- PT POINT OF TANGENCY
- E/F END OF FENCE
- E/F END OF EASEMENT
- EW EDGE OF WATER
- F/C FENCE CORNER
- F/L FENCE LINE
- FIP FOUND IRON PIPE
- FN FOUND IRON ROD
- FN FOUND NAIL
- FN&D FOUND NAIL & DISC
- FP&L FLORIDA POWER AND LIGHT RECORD
- RADIAL
- SN&D SET NAIL & DISC # 5495
- SP SCREENED PORCH
- SP&C SET 1/2" PIN & CAP # 5495
- CNF CORNER NOT FOUND

LEGAL DESCRIPTION

LOT 1 AND WEST 1/2 OF LOT 2, BLOCK B, OF HANSEN & NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY QUIT CLAIM DEED, RECORDED INSTRUMENT # 113946839, ON SEPTEMBER 22, 2016, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CERTIFIED TO:

CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

PROPERTY ADDRESS

524 NW 3RD TERRACE
DANIA BEACH, FL 33004

BOUNDARY SURVEY

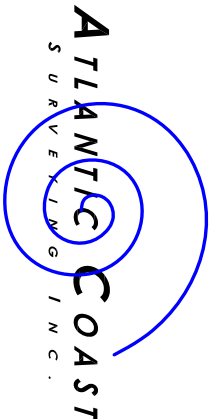
INVOICE # 43300

SURVEY DATE 08/26/21

FLOOD ZONE XO.2%

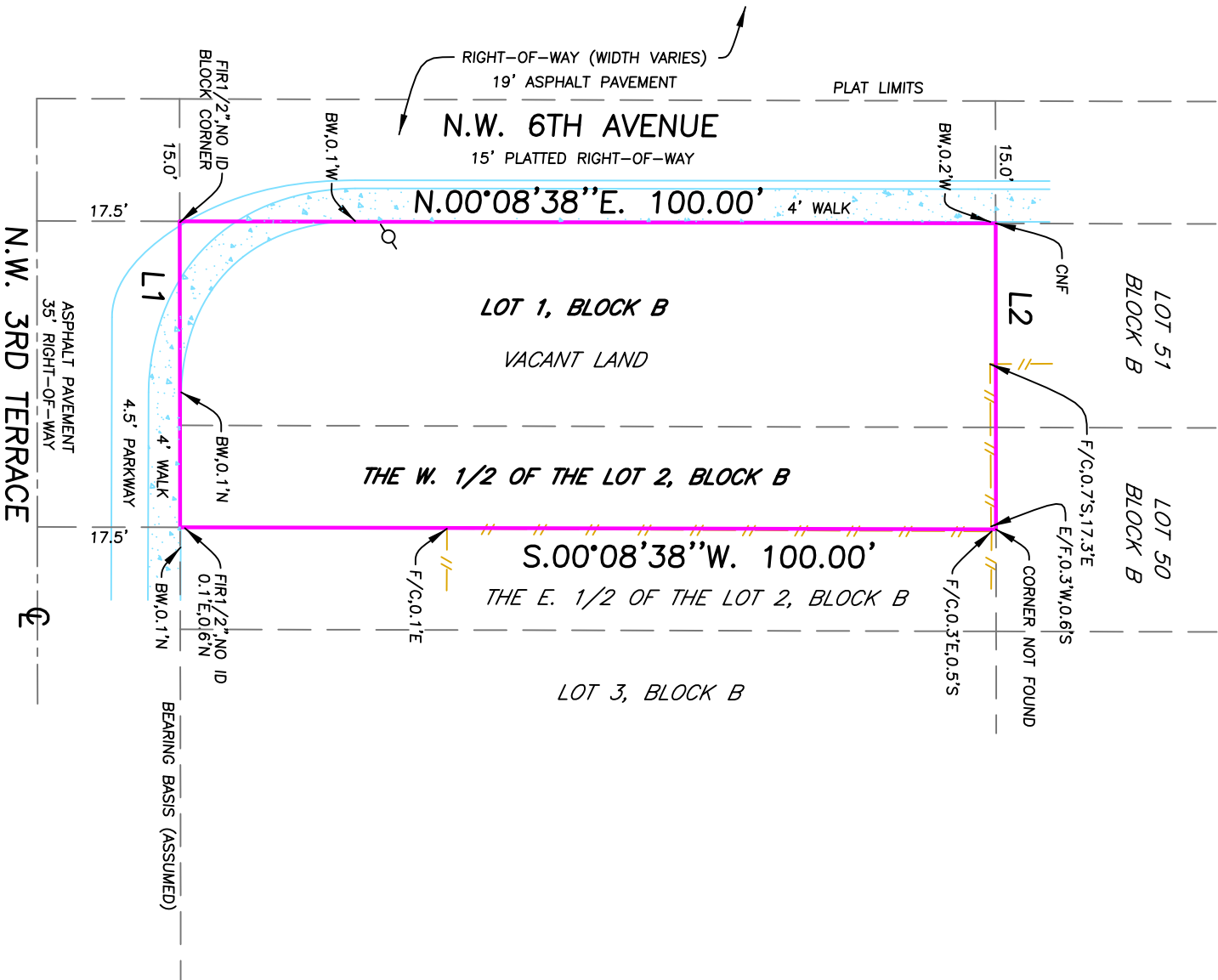
MAP DATE 08/18/14

MAP NUMBER 120034 0567H



PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314
OFFICE: 954.587.2100 FAX: 954.587.5418

DANIA MANOR
(PLAT BOOK 10, PAGE 53)



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S.89°55'29\"W.	37.50'
L2	N.89°55'29\"E.	37.50'

Scale 1" = 20'

RESOLUTION NO. 2023-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 163.358(4), OF THE FLORIDA STATUTES, AUTHORIZING THE SALE OF CRA-OWNED PROPERTIES LOCATED AT 524 NW 3rd TERRACE, AND THE SWC OLD GRIFFIN ROAD/NW 4th AVENUE, DANIA BEACH, FLORIDA (“PROPERTIES”) TO THE CITY OF DANIA BEACH FOR THE PURPOSE OF USING THE PROPERTIES AS NEIGHBORHOOD PARKS; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR THE TRANSFER OF THE PROPERTIES TO THE CITY TO USE FOR PARK PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as set forth in Florida Statutes §163.358(4), the City Commission of the City of Dania Beach, Florida continues to vest in the governing body of the municipality the power to approve the acquisition, demolition, removal, or disposal of CRA-owned property; and

WHEREAS, at the November 9, 2022 CRA Board meeting, the CRA Board discussed their potential interest to transfer or sell the CRA-owned properties located at 524 NW 3rd Terrace and the SWC Old Griffin Road/NW 4th Avenue, Dania Beach, Florida (Properties); and

WHEREAS, Florida Statutes §163.380 requires the CRA to publish a Public Notice of its interest in selling a CRA-owned property and, at the direction of the CRA Board, the CRA published the required Public Notice in the Broward Business Review newspaper on December 23, 2022; and

WHEREAS, there were no purchase proposals received for the Properties; and

WHEREAS, the properties are not “buildable” by rights due to dimensional challenges; and

WHEREAS, the City of Dania Beach is seeking additional neighborhood park land; and

WHEREAS, the Community Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the Community Redevelopment Area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY 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 CRA Board supports and authorizes the conveyance of the Properties, which are legally described in Attachment "A", to the City of Dania.

Section 3. That the City Commission authorizes the appropriate City officials to execute a purchase and sale contract, with associated deed for the Property, in substantially the form approved by the City Attorney.

Section 4. That the proper City officials shall record in the County public records the deed and shall provide a copy of such recorded instrument to the CRA Board within thirty (30) days of execution and final acceptance.

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 February 14, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**ATTACHMENT A
LEGAL DESCRIPTION**

PROPERTY ADDRESS
524 NW 3RD TERRACE
DANIA BEACH, FL 33004

LOT 1 AND WEST 1/2 OF LOT 2 BLOCK B, OF HANSEN & NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA: SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNT, FLORIDA: BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY QUIT CLAIM DEED, RECORDED INSTRUMENT #113946839, ON SEPTEMBER 22, 2016, IN THE BROWARD COUNTY OFFICIAL RECORDS.

PROPERTY ADDRESS
OLD GRIFFIN ROAD
DANIA BEACH, FL 33004

LOTS 27 AND 28 BLOCK C, OF HANSEN & NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PLAT BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA: SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNT, FLORIDA: BEING THE SAME PROPERTY CONVEYED TO THE CITY OF DANIA BEACH BY QUIT CLAIM DEED, RECORDED IN OFFICIAL RECORDS BOOK 24151, PAGE 94, ON NOVEMBER 16, 1995, IN THE BROWARD COUNTY OFFICIAL RECORDS.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT A RESOLUTION OPPOSING HOUSE BILL 401 SPONSORED BY REPRESENTATIVE BELTRAN IN THE 2023 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE THE HOUSE BILL WHICH, IF ENACTED, WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AND JUDGMENTS AGAINST LOCAL GOVERNMENTS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

R-2023-014 Opposing HB 401 Which Would Increase Statutory Limits on Liability for Tort Claims and Judgments Against Local Governments

RESOLUTION NO. 2023-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING HOUSE BILL 401 SPONSORED BY REPRESENTATIVE BELTRAN IN THE 2023 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE THE HOUSE BILL WHICH, IF ENACTED, WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AND JUDGMENTS AGAINST LOCAL GOVERNMENTS; PROVIDING FOR DISTRIBUTION; PROVIDING DIRECTION TO THE CITY'S STATE LOBBYISTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sovereign immunity is a principle under which a government cannot be sued without its consent; and

WHEREAS, Article X, Section 13 of the Florida Constitution allows the Legislature to waive this immunity; and

WHEREAS, Florida Statute Section 768.28(1), allows for suits in tort against the state and its agencies and subdivisions for damages resulting from the negligence of government employees acting in the scope of employment; and

WHEREAS, Section 768.28(5), caps tort recovery from a governmental entity at \$200,000 per person and \$300,000 per incident; and

WHEREAS, although a court may enter a judgment in excess of these caps, it is impossible, absent a claim bill passed by the Legislature, for a claimant to collect more than the caps provide; and

WHEREAS, Section 768.28(6), imposes pre-suit requirements upon a claimant seeking to recover against a state or local government entity, allowing a general six-month period for the government entity to review and dispose of a claim before the claimant may file a lawsuit; and

WHEREAS, a state or local government entity may, without the need for a claim bill, settle a claim or pay a judgment against it for an amount in excess of the caps in s. 768.28, F.S., if that amount is within the limits of its insurance coverage; and

WHEREAS, House Bill 401 proposed by Representative Beltran removes the sovereign immunity caps for damages against state and local government entities; it allows the state or a subdivision of the state to settle a claim and pay the settled amount without the need for a claim bill; it eliminates any statute of limitations for filing a claim against a state or local government

entity for sexual battery actions involving a victim who was younger than 16 years old at the time of the incident; it does not resuscitate any such claim which would have been time-barred as of July 1, 2010; it increases the time limitation for filing a claim from three years to four years after the claim accrues; it reduces from six months to three months the general pre-suit statutory time period for a government entity to review and dispose of a claim; it makes conforming changes by removing any references to sovereign immunity caps in Florida law; and

WHEREAS, the bill will have an indeterminate, significant negative fiscal impact on state and local governments and the increased costs will affect the State Risk Management Trust Fund; and

WHEREAS, the bill may enable more individuals who have tort claims against the state or one of its agencies or subdivisions to receive larger payments without the need to pursue a claim bill; and

WHEREAS, the bill may reduce government services to the public in proportion to additional amounts paid to satisfy tort claims; and

WHEREAS, if House Bill 401 in the 2023 Florida Legislative Session were to be signed into law, local governments would need to budget more funds to pay higher insurance premiums or, for those that are fully or partly self-insured, to pay for higher settlements or judgments or both;

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 of the City of Dania Beach, Florida, opposes House Bill 401 in the 2023 Florida Legislative Session, and urges all members of the Florida Legislature and Governor Ron DeSantis to oppose House Bill 401 and any other similar legislation or amendment that would increase the statutory maximum amount that a local government could be held liable for tort claims and judgments.

Section 3. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City's state lobbyists, Governor Ron DeSantis, Senate President Kathleen Passidomo, Speaker of the House Paul Renner, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

Section 4. That the City Commission directs the City's state lobbyists to advocate against House Bill 401 in the 2023 Florida Legislative Session.

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

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on February 14, 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

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SECOND RENEWAL AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES WITH THE BROWARD SHERIFF'S OFFICE TO ADD NINE (9) POSITIONS TO THE STAFFING FOR THE NEW RESCUE 36

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: February 14, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer *Frank DiPaolo*
2023.02.09 08:39:41
-05'00'

SUBJECT: Resolution authorizing the First Amendment to the Second Renewal Agreement between the City of Dania Beach and the Broward County Sheriff's Office for the addition of five (5) Firefighters and four (4) Fire Lieutenants and authorizing additional funding for the positions

REQUEST

The Finance Department requests approval of a Resolution authorizing the First Amendment to the Second Renewal Agreement between the City of Dania Beach and the Broward County Sheriff's Office for the addition of five (5) Firefighters and four (4) Fire Lieutenants and authorizing additional funding for the positions.

BACKGROUND

The current agreement between the City and Broward Sheriff's Office (BSO) for Police Services was executed on October 1, 2020 and is effective through September 30, 2025. The FY2022/23 Adopted Budget provides for the addition of nine (9) new Fire Rescue positions starting on April 1, 2023, consisting of: five (5) Firefighters and four (4) Fire Lieutenants.

The City Administration believes that the addition of these positions is necessary and in the best interest of the City and therefore, recommends approval of the First Amendment to the Second Renewal Agreement for the addition of nine (9) Fire Rescue positions.

ATTACHMENTS

Resolution
Exhibit "A" – First Amendment to the Agreement

BUDGETARY IMPACT

The total cost for the additional positions from April-September is \$889,682. The FY2022/23 Adopted Budget provides funding in the amount of \$750,000. The additional cost of \$139,682 will be appropriated from General Fund Unassigned Fund Balance account # 001-271-00-00 to Fire Rescue Contractual Services account # 001-22-01-522-34-10.



RECOMMENDATION

Approve the Resolution authorizing the First Amendment to the Second Renewal Agreement between the City of Dania Beach and the Broward County Sheriff's Office for the addition of five (5) Firefighters and four (4) Fire Lieutenants and authorizing additional funding for the positions.

RESOLUTION NO. 2023-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SECOND RENEWAL AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES WITH THE BROWARD SHERIFF'S OFFICE TO ADD NINE (9) POSITIONS TO THE STAFFING FOR THE NEW RESCUE 36; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 1, 2020, SHERIFF and the CITY entered into an Agreement for Fire Rescue Services ("Agreement"); and

WHEREAS, the parties have agreed to two extensions of the underlying Agreement; and

WHEREAS, the parties are desirous of adding nine (9) positions to the staffing complement for the new Rescue 36 starting on April 1, 2023 at a cost of Eight Hundred Eighty-Nine Thousand Six Hundred Eighty-Two-Dollars (\$889,682.00) in FY2022-23;

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

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

Section 2. That the proper City officials are authorized to execute a First Amendment to the Second Renewal Agreement for Emergency Medical, Fire Protection and Fire Prevention Services which Amendment will adjust the staffing structure and is deemed necessary and in the best interests of the City. A copy of the Amendment is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference.

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

Section 4. That the total cost for the additional positions from April-September is Eight Hundred Eighty-Nine Thousand Six Hundred Eighty-Two Dollars (\$889,682.00) and the FY2022/23 Adopted Budget provides funding in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00). Therefore, the additional cost of One Hundred Thirty-Nine Thousand Six Hundred Eighty-Two Dollars (\$139,682.00) will be appropriated from General Fund Unassigned Fund Balance account # 001-271-00-00 to Fire Rescue Contractual Services account # 001-22-01-522-34-10.

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

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on February 14, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FIRST AMENDMENT
TO THE SECOND RENEWAL AGREEMENT
FOR EMERGENCY MEDICAL, FIRE PROTECTION
AND FIRE PREVENTION SERVICES

This First Amendment to the Second Renewal Agreement for Emergency Medical, Fire Protection and Fire Prevention Services (this “First Amendment”) is entered into this ____ day of February, 2023, by and between the Broward Sheriff’s Office (hereinafter referred to as “SHERIFF”) and the City of Dania Beach, FL (hereinafter referred to as the “CITY”).

WHEREAS, on or about October 1, 2020, SHERIFF and the CITY entered into an Agreement for Fire Rescue Services (“Agreement”); and

WHEREAS, the parties have agreed to two extensions of the underlying Agreement; and

WHEREAS, the parties are desirous of adding nine (9) positions to the staffing complement for the new Rescue 36.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated by reference.
2. Effective May 1, 2023, the staffing levels will be adjusted to add five (5) Firefighter/Paramedics and four (4) Fire Lieutenants as reflected in Exhibit “A” to this First Amendment, attached hereto and incorporated by reference.
3. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto executes this First Amendment through its duly authorized representatives as set forth below.

BROWARD SHERIFF'S OFFICE

GREGORY TONY, SHERIFF

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH,
GENERAL COUNSEL

CITY OF DANIA BEACH

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EXHIBIT A TO THE FIRST AMENDMENT

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Dania Beach
EFFECTIVE DATE:	October 1, 2020
TERM:	October 1, 2020 – September 30, 2025
RENEWAL OPTION:	Renewable for one, five-year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
VEHICLE STAFFING AND STRUCTURE:	<u>Fire Prevention Services:</u> The Fire Prevention Bureau will be located at 102 West Dania Beach Boulevard. The following staff will work on a forty (40) hour per week full-time basis. 1. One (1) Captain, Lieutenant or Fire Prevention Officer certified by the State of Florida as a fire fighter and Fire Safety Inspector. Individual must also be certified by the Broward County Board of Rules and Appeals as a Fire Plans Examiner. 2. Five (5) Fire Safety Inspectors certified by the State of Florida and the Broward County Board of Rules and Appeals as a fire fighter and Fire Safety Inspector. 3. One (1) Administrative Assistant. <u>Fire Station 1 Located at 116 West Dania Beach Blvd</u> One (1) ALS Rescue Truck (Ambulance) – staffed with one (1) Officer and two (2) Firefighter/Paramedics One (1) ALS Rescue Truck (Ambulance) – staffed with one (1) Officer and one (1) Firefighter/Paramedic One (1) ALS Engine / Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter/Paramedic.

	<i>(Either the Driver Engineer or the Officer must be cross trained as a firefighter/paramedic with the resulting staffing being at least two cross trained personnel on the suppression apparatus.)</i> <u>Fire Station 17 located at 2308A SW 42nd Street</u> One (1) ALS Rescue Truck – staffed with one (1) Officer and two (2) Firefighter/Paramedic One (1) ALS Engine / Aerial – Staffed with one (1) Officer, one (1) Driver Engineer and one (1) Firefighter/Paramedic. <i>(Either the Driver Engineer or the Officer must be cross trained as a firefighter/paramedic with the resulting staffing being at least two cross trained personnel on the suppression apparatus.)</i> BSO will provide the CITY with a District Fire Chief as described in Section 1 of Exhibit B of the Agreement. The CITY and BSO will continue to analyze appropriate data and provide recommendations for additional EMS and/or Suppression enhancements due to call volume and concurrency data.
NOTICE CITY ADDRESS:	Office of the City Manager City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33004 Copy to: City Attorney City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004
CONSIDERATION	The yearly consideration will be increased by \$889,682.00 for the new positions.



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: February 14, 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

SOUTHEAST DRAINAGE PROJECT (update)

Status

The Project is 100% designed, and Broward County issued all the necessary permits. As a result, the Southeast Drainage Project (Project) is ready to be bid. However, before the bidding process can begin, the City must enter into an interlocal funding agreement (ILA) with Broward County to use the transportation surtax funds to offset the cost of the Project. The Public Services Department (PSD) recently submitted the Project's "Construction Checklist" to Broward's Mobility Advancement Project team, a necessary procedural step to developing the ILA. The ILA should be ready for Commission approval in late April or May. Once the ILA is approved, the City will begin the bidding process.

Funding and Costs

Project's Estimate of Probable Cost:	\$16,000,000
Resilient Florida Grant	\$ 3,480,000
Broward County Surtax Funds	\$ 6,346,560
<u>City funding</u>	<u>\$ 6,173,440</u>
Total	\$16,000,000

The PSD split the Project into two construction phases to maximize the City's opportunity to leverage grant funds. The PSD expects the Resilient Florida and Transportation Surtax grants to fund the first construction phase fully. Grant funds are being pursued for phase II through the Bipartisan Infrastructure Law (federal) and Resilient Florida (state).

Necessary Next Steps in Process

Authorize by resolution the \$3.4 million Resilient Florida Grant (completed by City Commission in January 2023)

Authorize by resolution the \$6.3 million funding ILA with Broward County (submitted to Broward County, expected completion in March-May)

Authorize by Resolution the Project's bidding process (once ILA is executed we can begin, March-May)
Award by resolution the construction contract for the first phase of the Project (August)

On Tuesday the 7th of February, Mayor Ryan, Commissioner Davis, and I had a very successful and productive day in Tallahassee. Attached you will find our legislative priorities presentation. We began the day at 9:00 a.m. with a briefing at Ron Book's office and ended the day at 6:00 p.m. with a closing briefing with Ron Book. We met with our incoming Speaker of the House Representative Daniel Perez, Senator Lauren Book, Senator Jason Pizzo, Representative Chip Lamarca, Representative Hillary Cassel, and Senator Ana Maria Rodriguez. All were extremely impressed with the projects we presented, our preparation and that our projects have a match from the City and that our storm drainage project is shovel ready. We will keep you updated throughout the session.

On the afternoon of February the 14th, we are meeting with the Dania Beach Chamber. Additionally, we are meeting with the Hollywood Chamber. Our goal is to assess both organizations and recommend, our options at our future workshop on marketing and promoting Dania Beach.

The Soleste Project is nearing completion within the next 30 days. We look forward to working with the Soleste Team to schedule a ribbon cutting. We anticipate this project will greatly impact local businesses on Federal Highway and Dania Beach Boulevard in a very positive way.

Our 2 million-dollar investment in our Pier is 70% complete. I am grateful to our Public Services Team for the planning and execution of this project and to our PIO for informing our community regarding the progress of this very exciting and important project as the Pier is one of our jewels. We anticipate completion and a ribbon cutting event this Fall as this project is funded in two fiscal years.

We have operation speed control currently deployed at SE 5th Avenue as several residents expressed their concerns to us. Captain Marks will provide a detailed update at the second meeting in February.

As you are aware, our City Clerk is retiring from Dania Beach. Personally and professionally, I/we will miss Tom dearly! With both his team members, we were able to promote from within and have two outstanding individuals in Erin, our Deputy City Clerk and Erika, our Records Specialist. While we have conducted interviews to fill this vacancy, we have not found our person who we believe would be a best fit. Both Deputy City Manager Candido Sosa-Cruz and I reached out to two key individuals in our City Team. Our Deputy City Clerk would like to stay at her current position at this time. She was grateful for our consideration of her for this position. Additionally, we spoke with another key team member, Antoine Johnson, a Senior Administrator in Public Services. AJ, as I affectionately call her, was extremely honored. However, at this time, she is extremely happy where she is working with her Public Services Team. We will continue with our search.

On January the 26th, I met with BSO Major Kevin Granville, former Captain from Dania Beach. Kevin will be retiring from BSO and he wanted to make me aware as we have established a wonderful relationship

that has led to our BSO Youth Summer Camp this past summer and we have discussed other upcoming projects such as PAL and Community Policing and the importance of investing in parks. We are very grateful to Major Granville for all he has done for Dania Beach. We look forward to establishing a solid relationship with our new Major.

Our very much anticipated project at CW Thomas Park will come forward to you via a presentation at the second meeting in February. Director Brown and our partner from Bermello Ajamil will be presenting. We have been successfully working together to strategize and bring this project in on budget and with the quality and vision as you would expect.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

LEGISLATIVE PRIORITIES

2023 CITY PROJECTS

Projects:

1. Park Improvement
 2. Stormwater Improvement
 3. Fire Rescue Facility
-



Mayor
A. J. RYAN IV



Vice-Mayor
LORI LEWELLEN



Commissioner
JOYCE L. DAVIS



Commissioner
TAMARA JAMES



Commissioner
MARCO SALVINO, SR.

1. CHESTER BYRD PARK IMPROVEMENT PROJECT



Chester Byrd Park currently has a basketball court, an old playground, and some fitness equipment. However, this very popular park adjacent to two public schools needs expansion and enhancement.

Currently, there is space to expand/add to this park. The proposed improvements align with the City's 2019 Parks Master Plan.

The project will include the following:

- New picnic area with pavilion
- New Splash pad
- New walking trail
- New fitness equipment
- New fencing
- New Landscaping
- New playground

The project's estimated cost is \$400,000. The City will apply for a \$200,000 matching grant from Florida Recreation Development Assistance Program (FRDAP).

2. SW 52ND STREET STORMWATER IMPROVEMENT PROJECT



SW 52nd Street is a low-lying road within the western limits of Dania Beach consisting primarily of single-family homes with frontages that frequently flood even during moderate rain events due to a lack of stormwater infrastructure. A study was conducted to recommend stormwater improvements to alleviate flooding.

The City has invested in Phase I improvements currently being constructed along SW 43 Terrace that discharge stormwater to a nearby lake. The SW 52nd Street Project is the next phase to build infrastructure along that street, connecting to the Phase I improvements.

Planned improvements include the installation of drainage pipes and inlets as well as regrading swales along 2,000 linear feet of SW 52nd Street, from S.R. 7 east to SW 40th Avenue. The project is 100% designed, shovel-ready and has all required permits.

The cost estimate for this project is \$1,000,000. Therefore, the City requests \$500,000 in funding and will provide a \$500,000 cash match for the project.

3. DANIA BEACH FIRE RESCUE ADMINISTRATION AND TRAINING FACILITY

The City has experienced tremendous growth over the past few years in both residential and commercial structures. Additionally, we anticipate an additional 6,000 residential units within the next three years. The increase in residents and visitors has placed a rising burden on the City's public safety services. Additional fire and rescue resources are necessary to meet current and future public safety needs.

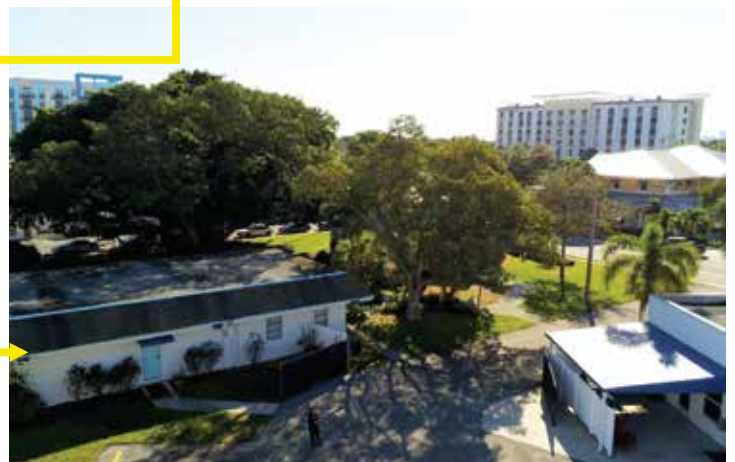
The City of Dania Beach is designing a new building to replace three outdated existing structures, the fire administrative building, the storage facility, and the training structure, combining them into one multi-story building on the same site. The proposed 6,500 SF, three-story building will encompass fire administration offices, the fire prevention bureau, climate-controlled storage of EMS and fire supplies, and a state-of-the-art training space that will double as an emergency operation center.

Modern building codes and land constraints make a multi-story, multi-function building the best alternative to providing more fire rescue resources. Modernizing and retrofitting the existing buildings to meet the growing demands for public safety services while bringing the facilities up to FEMA standards is not cost-effective.

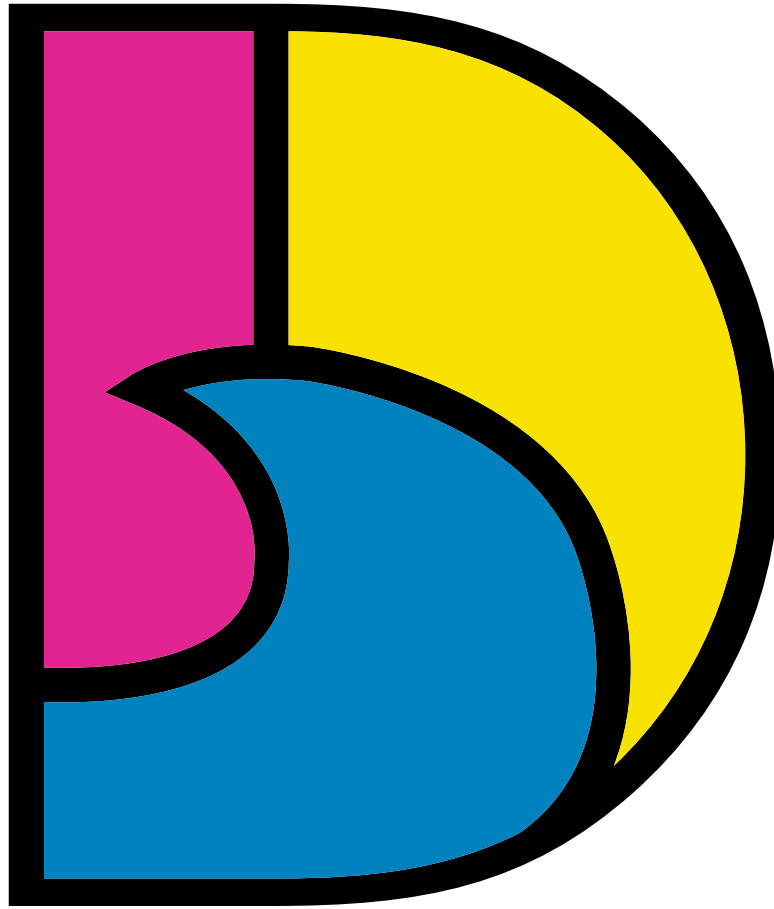
The City is requesting \$500,000 in funding for site preparation and foundation construction. The cost estimate for this phase is \$1,000,000. In addition to a 50% cash match for the first construction phase, the City will fund \$500,000 in engineering and architectural fees, resulting in a 66% match. The overall cost for the project is estimated at \$6.8 million.



FIRE RESCUE ADMINISTRATION & TRAINING FACILITY



December 2, 2022
REV# 4 STORY "Dania Beach Fire Administration and Training Facility"
HA-6,500SF BLDG WITH PARKING UNDER THE BUILDING



DANIA BEACH

SEA IT. LIVE IT. LOVE IT.



SCAN ME

Special Magistrate Hearing Agenda

Hearing Date: February 9, 2023

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2020-00000563	Active P	H-EXTENSION - Extension Hearing	261 SW 5 ST	BRIAN ROJAS	Anson Westberry
2021-00001759	Active C	H-EXTENSION - Extension Hearing	326 SW 14 ST	326 SW 14 LLC	Anson Westberry
2022-00000353	Active C	H-FIRST HEARING - First Hearing	0 SE 5 AVE	EAST DANIA BEACH BOULEVARD LLC	Anson Westberry
2022-00001057	Active C	H-EXTENSION - Extension Hearing	53 SE 11 ST	NIKKI 51-53 LLC	Anson Westberry
2022-00001296	Active C	H-FIRST HEARING - First Hearing	801 E DANIA BEACH BLVD	801 EAST DANIA BEACH BLVD LLC	Anson Westberry
2022-00001351	Active C	H-FIRST HEARING - First Hearing	321 SE 3 TER	FLORES, KELLY	Anson Westberry
2022-00001369	Active P	H-FIRST HEARING - First Hearing	245 NE 1 TER	FORONDA, HUMBERTO EST	Anson Westberry
2022-00001381	Active C	H-FIRST HEARING - First Hearing	1000 PHIPPEN RD	TRUST CAPITAL INVESTMENTS	Anson Westberry
2022-00001393	Active C	H-FIRST HEARING - First Hearing	450 E DANIA BEACH BLVD	DAGLARIS, ARISTOTELIS DAGLARIS, JOHN	Anson Westberry
2022-00001394	Active C	H-FIRST HEARING - First Hearing	481 S FEDERAL HWY	MAD PROPERTY HOLDINGS LLC	Anson Westberry
2022-00001397	Active C	H-FIRST HEARING - First Hearing	68 N FEDERAL HWY	SCHOPLER T A & THERESA E	Anson Westberry
2015-00000153	Active C	H-ABATEMENT - Abatement Hearing	234 NW 5 AVE	Elnora Brown Green Est D L Cooper	Barbara Urow Christina Caserta
2022-00001416	Active P	H-FIRST HEARING - First Hearing	3472 SW 44 ST	HADAD, YARIN AMIR, YARIN	Christina Caserta
2022-00001457	Active P	H-FIRST HEARING - First Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2017-00000517	Active C	H-ABATEMENT - Abatement Hearing	5911 SW 39 AVE	SILVER VENTURES LLC	Ricky Ali
2017-00001367	Active C	H-CONFIRMATION - Confirmation Hearing	SW 54 ST	CONSOLIDATE MANAGEMENT CO	Ricky Ali

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2019-00000661	Active P	H-CONFIRMATION - Confirmation Hearing	3120 SW 47 ST B 8	VDV INVESTORS I LLC % FRANCISCO PERAZA	Ricky Ali
2019-00001164	Active P	H-ABATEMENT - Abatement Hearing	2180 SW 47 ST	ELAN COHEN	Ricky Ali
2019-00001417	Active C	H-CONFIRMATION - Confirmation Hearing	SW 54 ST	CONSOLIDATE MANAGEMENT CO	Ricky Ali
2019-00001660	Active P	H-CONFIRMATION - Confirmation Hearing	3120 SW 47 ST B 8	VDV INVESTORS I LLC % FRANCISCO PERAZA	Ricky Ali
2021-00000605	Active C	H-EXTENSION - Extension Hearing	4448 SW 52 ST	SWIFT, PAUL EST	Ricky Ali
2022-00001227	Active P	H-FIRST HEARING - First Hearing	4664 SW 32 AVE	DANIA RIVERFRONT LLC	Ricky Ali
2022-00001232	Active C	H-FIRST HEARING - First Hearing	4121 SW 54 CT	SAM HOLDINGS 2015 LLC	Ricky Ali
2022-00001234	Active C	H-FIRST HEARING - First Hearing	4393 SW 50 ST	CALLAHAN, JUDITH & DANIEL	Ricky Ali
2022-00001236	Active C	H-FIRST HEARING - First Hearing	4357 SW 50 ST	MARIA M NOTARI REV LIV TR NOTARI, MARIA M TRSTE	Ricky Ali
2022-00001237	Active C	H-FIRST HEARING - First Hearing	2201 GRIFFIN RD	DEER PROPERTIES LLC JOMJ INVESTMENTS 2 LLC	Ricky Ali
2022-00001310	Active C	H-FIRST HEARING - First Hearing	5840 SW 37 AVE	5840 SW 37 FORT LAUDERDALE LLC EDIDIN PARTNERS LLC	Ricky Ali
2022-00001334	Active C	H-FIRST HEARING - First Hearing	2360 SW 45 ST	SANCHEZ, LUIS RAFAEL	Ricky Ali
2022-00001342	Active C	H-FIRST HEARING - First Hearing	4549 SW 38 TER	LANTUKH, JAMES	Ricky Ali
2022-00001356	Active P 1:30 PM	H-FIRST HEARING - First Hearing SH 1:30 PM	5940 SW 37 AVE	HOMESTEAD HOLDINGS 2017 LLC	Christina Caserta
2022-00001384	Active C	H-FIRST HEARING - First Hearing	753 SW 3 PL	HAUO, RACHEL	Michelle Shahryar
2022-00001405	Active C	H-FIRST HEARING - First Hearing	325 PHIPPEN RD	BENNETT, IVY SAMANTHA	Michelle Shahryar

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2022-00001406	Active P	H-FIRST HEARING - First Hearing	731 PHIPPEN RD	ROI CAPITAL INVESTMENT LLC	Michelle Shahryar
2022-00001466	Active	H-FIRST HEARING - First Hearing	502 SW 2 AVE	AMAR, ASHER	Michelle Shahryar
2020-00000183	Active C	H-CONFIRMATION - Confirmation Hearing	317 NE 2 AVE	MIAWILL ACQUISITIONS LLC	Ricky Ali
2021-00001570	Active C	H-ABATEMENT - Abatement Hearing	214 SE PARK ST	VED GROUP LLC	RickyAli
2022-00000728	Active C	H-EXTENSION - Extension Hearing	4761 SW 43 TER	SAM HOLDINGS 2003 LLC	Ricky Ali
2019-00000380	Active C	H-EXTENSION - Extension Hearing	230 SW 15 ST	GARY JENKINS	Michelle Shahryar
2019-00001745	Active P	H-CONFIRMATION - Confirmation Hearing	5431 SW 32 TER	WILLIAM J DICKERSON	Ricky Ali
2020-00000193	Active P	H-CONFIRMATION - Confirmation Hearing	5211 SW 30 WAY	JOHN DELVALLE	Ricky Ali
2019-00001110	Active C	H-CONFIRMATION - Confirmation Hearing	249 NW 8 AVE	RHAYCOM LLC	Windy Damis
2019-00001673	Active C	H-ABATEMENT - Abatement Hearing	NW 5 AVE	GLORIA FRANKLIN	Windy Damis
2020-00000591	Active C	H-EXTENSION - Extension Hearing	919 NAUTILUS ISLE	EDWARD P & GAIL E TYSENN	Windy Damis
2021-00001483	Active C	H-EXTENSION - Extension Hearing	151 NW 7 AVE	LEIVA, MICHELLE E	Windy Damis
2022-00000692	Active P	H-EXTENSION - Extension Hearing	2611 SW 50 ST	RIVERA, JOSHUA APARICIO CORRAL, JESIKA D OLIVA	Windy Damis
2022-00001169	Active C	H-FIRST HEARING - First Hearing	2782 E MARINA DR	SIMPSON, BEVERLY	Windy Damis
2022-00001203	Active P	H-FIRST HEARING - First Hearing	2181 SW 51 CT	SALMAN, YEHEZKEL	Windy Damis
2022-00001265	Active C	H-FIRST HEARING - First Hearing	5410 SW 25 WAY	HILICK, GREGORY H/E GRISEL, CANDACE & HILICK C ETAL	Windy Damis



City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, Florida 33004

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2022-00001353	Active P	H-FIRST HEARING - First Hearing	5091 SW 27 AVE	YEAA LLC % HYB HOLDING LLC	Windy Damis
2022-00001357	Active C	H-FIRST HEARING - First Hearing	NW 5 AVE	GREATER MT ZION AME CHURCH INC	Windy Damis
2022-00001423	Active C	H-FIRST HEARING - First Hearing	4937 SW 28 AVE	SNI PROPERTIES LLC	Windy Damis
2022-00001471	Active P	H-FIRST HEARING - First Hearing	4931 SW 27 AVE	BIO36 LLC	Windy Damis