

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 13, 2024 - 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. Introduction of Dania Pointe Vice President, Meredith Keeler
- 2. Presentation to Tammie James, Community Development Department, Service Award - *Sponsored by Commissioner James*

3. Presentation to Marc Aptakin, MAD Arts - *Sponsored by Commissioner James*
4. Introduction of Ernesto Maranja, Public Art Artist for the Parking Garage Wall - *Community Development*
5. NCL Service Line Warranty Program - *Public Services*
6. Beach Bathroom Update - *Deputy City Manager Candido Sosa-Cruz*
7. Special Event Request - 47th Annual Broward County Waterway Beach Clean-Up - *Parks and Recreation*
8. Special Event Request - Tri Rail's Rail Fun Day - *Parks and Recreation*
9. Mr. Green Fruit & Vegetable Stand - Fee Waiver - *Parks and Recreation*
10. Retroactive Approval of Proclamation - 4 Chaplains Day - 1.28.24 - *Sponsored by Mayor Ryan*

4. PROCLAMATIONS

1. American Heart Month - *Sponsored by Mayor Ryan*
2. Black History Month - *Sponsored by Commissioner Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - February 27, 2024 - City Commission Workshop Re: Form 6 - 6:00 p.m.
 - February 27, 2024 - Regular City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' 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.

8. CONSENT AGENDA

1. Minutes: January 23, 2024 Regular City Commission Meeting Minutes
2. Travel Requests: None.
3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR PLANNING, DESIGN, AND IMPLEMENTATION SERVICES FOR AN AUTOMATED METERING INFRASTRUCTURE (AMI) WATER METER SYSTEM FROM QUANTA TECHNOLOGY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF NORTH LAUDERDALE, FLORIDA REQUEST FOR PROPOSALS (RFP) 23-PW-008; FURTHER, AUTHORIZING COMPETITIVE BIDDING FOR THE PURCHASE AND INSTALLATION OF AN AMI WATER METER SYSTEM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

4. RESOLUTION NO. 2024_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR POLE BANNER DESIGN, FABRICATION AND INSTALLATION WITH AAA FLAG & BANNER MFG. CO., INC. (D/B/A A3 VISUAL), EXCEEDING THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE

DATE.*(Public Services)*

7. RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR A CHANGE ORDER RELATED TO INVITATION TO BID (“ITB”) NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)” WITH BOROMEI CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-THREE CENTS (\$65,939.53); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

8. RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AGREEMENTS BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANTS FUND FOR LIFT STATION REHABILITATION PROJECT IN THE AMOUNT OF FOUR MILLION ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$4,169,500.00), TO PROVIDE FOR FUNDING FOR SANITARY SEWER LIFT STATIONS NO. 4 AND NO. 6; REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR BOTH PROJECTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS: None

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY AMENDING SECTION 22-7A IN ORDER TO MODIFY THE PETITION REQUIREMENTS, PROVIDING FOR A PENALTY FOR FALSE PETITIONS AND ELIMINATING MAILED NOTICE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 20, ENTITLED “POLICE” OF THE CITY’S CODE OF ORDINANCES, ARTICLE IV, ENTITLED “WRECKER AND TOWING SERVICES,” TO AMEND AND UPDATE THE TOW TRUCK LIST REQUIREMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; PART 2, “SITE DEVELOPMENT REGULATIONS”; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS”; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY’S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, UNDER THE LIVE LOCAL ACT; AMENDING ARTICLE 200. – “USER GUIDE FOR PART 2 OF THE CODE”, TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING “THE LIVE LOCAL ACT”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION: None

14. APPOINTMENTS: None.

15. COMMISSION COMMENTS

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

5. Mayor Ryan

16. ADJOURNMENT



NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?



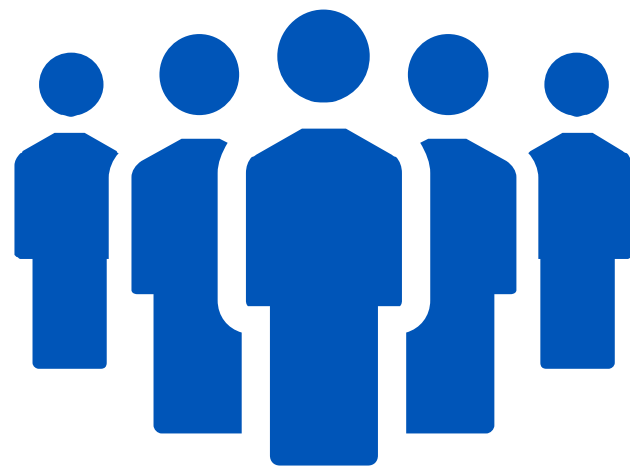
EXPERIENCE

Offering services
for over 20 years



REPUTATION

4.8 out of 5 stars
customer
satisfaction



PARTNERSHIP

Endorsed by National
League of Cities



**BBB Torch Award for
Marketplace Ethics**
Trust • Performance • Integrity
2013 Winner
Western Pennsylvania Better Business Bureau®



“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”



Clarence Anthony
Executive Director
National League of Cities

AGING INFRASTRUCTURE: A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- In Florida, infrastructure upgrades over the next 20 years are estimated at \$21.9 billion for drinking water and \$18.4 billion for wastewater
- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
 - the municipality/utility is responsible for maintenance of the water and sewer lines on their property
 - repairs are covered by their homeowner's policy

MANY HOMEOWNERS ARE UNPREPARED



78%

of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



59%

of homeowners surveyed have had a home repair emergency in the past year



40%

4 out of 10 Americans can't afford a \$400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



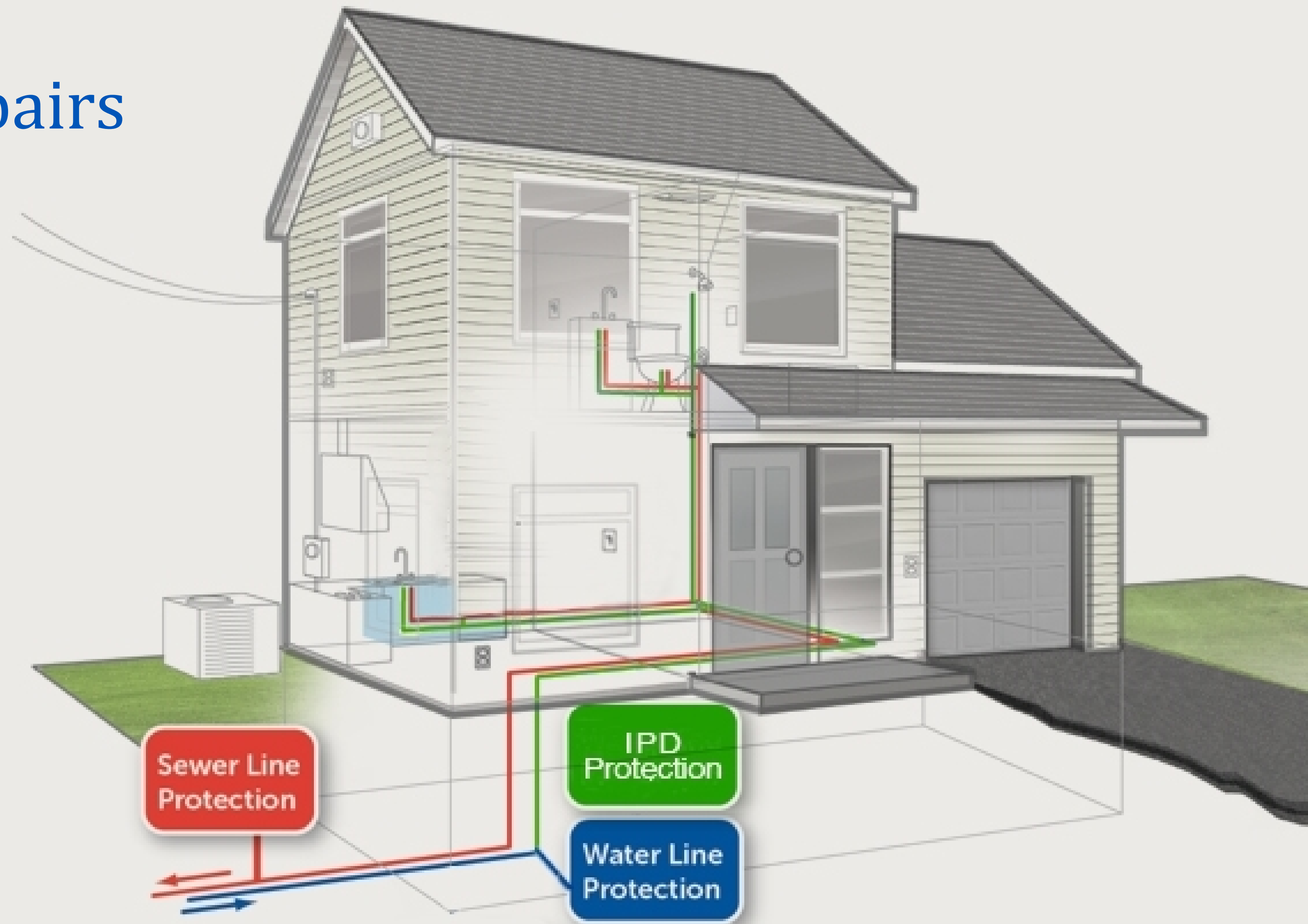
- Only service line program Endorsed by the National League of Cities
- No cost for the Municipality/Utility to participate
- Optional ongoing Revenue Stream for the Municipality/Utility
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

NLC Service Line Repairs

NLC Service Line Warranty Program



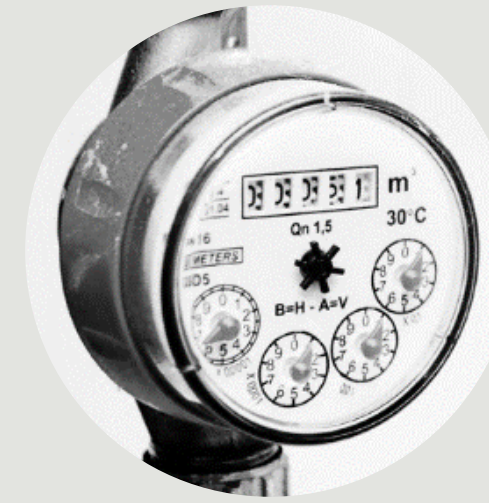
Endorsed by



External Water Line and External Sewer Line Coverage



SEWER/SEPTIC
LATERAL COVERAGE



WATER/WELL LINE
COVERAGE

Homeowner repair
protection for leaking,
clogged or broken
water/well and
sewer/septic lines from
the point of utility
connection to the home
exterior

Coverage Includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

In-home Plumbing Coverage



IN-HOME PLUMBING AND DRAINAGE COVERAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

Coverage Includes:

- \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



Revenue and other benefits to Municipality/Utility

- Non-tax revenue
- Municipalities utilize funds for important initiatives including:
 - ✓ Infrastructure improvements
 - ✓ Low-income assistance/community charities
 - ✓ Partially offset rate increases
- Saves money for residents that can be re-invested in the local economy
- Reduces calls to the Municipalities
- Timely repairs reduce water loss from line breaks

Homeowner Education

- Simple direct mail – indicating the program is optional
- Must be approved by the municipality/utility
- No Public Funds are used in marketing, distribution, or administration of the program
- Consumers can enroll one of three ways:
 1. *Calling into our toll free number that is provided on the mailing;*
 2. *Returning the bottom of the letter to us in the self addressed stamped envelope provided*
 3. *Visiting our consumer website www.slwofa.com at any time*



SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- More than 1200 municipal and utility partnerships
- Currently serving over 4.8 million customers
- Saved customers over \$2 billion in repair costs over the past 3 years
- Consistent customer satisfaction rating 4.8 out of 5 stars
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

Current Florida Water Municipal/Utility Partners (29)

- *Town of Havana*
- *City of Hallandale Beach*
- *City of Riviera Beach*
- *City of Lake Wales*
- *Village of Pinecrest*
- *City of Longwood*
- *City of Sanford*
- *Town of Pembroke Park*
- *City of Mary Esther*
- *City of Miramar*
- *City of Pompano Beach*
- *Town of Eatonville*
- *City of Winter Haven*
- *City of Valparaiso*
- *City of Opa locka*
- *City of Mount Dora*
- *City of Lauderdale Lakes*
- *City of Deerfield Beach*
- *City of Lake Worth Beach*
- *City of Wildwood*
- *City of Haines City*
- *Village of Biscayne Park*
- *City of Miami Springs*
- *Town of Hilliard*
- *City of Bowling Green*
- *City of Punta Gorda*
- *Village of Indiantown*
- *City of Fellsmere*
- *City of Arcadia*



FOR MORE INFORMATION CONTACT:

Ashley Shiwarski

Sr. Director, Business Development

724-749-1097 (office)

412-874-9454 (cell)

Ashley.Shiwarski@homeserveusa.com

Visit www.NLC.org/serviceline or www.servline.com



City of Dania Beach Parks & Recreation Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Special Events Application Request for the 47th Annual Broward County Waterway Beach Clean-Up scheduled for Saturday, March 2, 2024

Request:

A Special Event is requested by Noah Dermody on behalf of Marine Industries Association of South Florida to host its 47th Annual Broward County Waterway Clean-Up on Saturday, March 2, 2024. 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 47th 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 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 the 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 Burton	No concerns raised.
BSO Police Dept. - Lt. Cooper	No concerns raised.

Code Compliance - Eric Walton	No concerns raised.
Beach Ranger – Barbara Urow	No concerns raised.
Building Official - Jack Fisher	Building Permits are not required. No further concerns raised.
Planning & Zoning – Viviana Batista	Pending Response
City Attorney - Eve A. Boutsis	No concerns raised.
HR/Risk Mgmt. – Nina Rodriguez	Not applicable to Risk Management. No further concerns raised.
Parks & Recreation – Cassi Waren	No concerns raised.
Public Services – Carl Kallacharan	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: 47th Annual Broward County Waterway Cleanup

Type of Event: Minor Event -
Major Event -
Wedding

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)

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 120 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 5th 2023, 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 2, 2024</u>	<u>Saturday</u>	<u>7:30 AM/PM</u>	<u>AM/PM</u>	<u></u>
EVENT DAY 1:	<u>March 2, 2024</u>	<u>Saturday</u>	<u>9:00 AM/PM</u>	<u>1:00 AM/PM</u>	<u>150</u>
EVENT DAY 2:	<u></u>	<u></u>	<u>AM/PM</u>	<u>AM/PM</u>	<u></u>
EVENT DAY 3:	<u></u>	<u></u>	<u>AM/PM</u>	<u>AM/PM</u>	<u></u>
BREAKDOWN:	<u></u>	<u></u>	<u>AM/PM</u>	<u>AM/PM</u>	<u></u>

PART II: APPLICANT

Organization Name Marine Industries Association of South Florida Name of Authorized Signatory Lori Wheeler
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 221 SW 3rd Avenue 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
Title: Director of events Phone: _____ Cell: 772-766-6990
Email address: Noah@miasf.org Fax: _____
Additional Contact Name Patience Cohn Will you be on site? Yes ☒ No
Title: Industry Liason Phone: 954-524-2733 Cell: _____
Email address: Patience@miasf.org Fax: _____
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? \$ _____
Alcohol for Sale Yes ☒ No Alcohol for Fee Yes ☒ No

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

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

Amusement Ride Yes ☒ No
If yes, name a contact of company: 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: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☐ Yes ☒ No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ☐ Yes ☒ No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No
Name & Contact of Company conducting the show: _____
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ☐ Yes ☒ No Food Trucks ☐ Yes ☒ No
Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____
State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?
☐ Yes ☒ No

If so, indicate the type of appliance(s) to be used and the number of each applicant to be used:
N/A Electric Grill(s) # _____ Gas Grill(s) # _____ 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 or 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.): _____

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

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 _____ Time(s) of Closure _____
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) _____

Date(s) of Closure _____ Time(s) of Closure _____

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 _____ Phone _____
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company _____ Contact _____ Phone _____

Tents or Canopies _____ Yes ☒ No _____

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

Quantity and size of each? _____

Company Name _____ 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

Any events larger than 1,000 people must have a BSO EMS Detail.

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.

BSO EMS DETAIL REQUIREMENT

Any events larger than 1000 people must have a BSO EMS Detail

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

The cost for EMS Detail is as follows:

- EMS Detail Cart, Fire Rescue Lieutenant or Captain, and DE
- 4 Hour minimum \$75.00 per person per hour total of \$600 this includes the use of the EMS Cart or ambulance.
- Any event over 4 hours will be billed accordingly and will include ½ hour preparation time before event and ½ hour de-mobilization time after event.

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 (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

Fire Watch - Engine/Fire Apparatus with 2-Person Crew (Fee Per Each Crew Member)
\$212.50 per hour with 4 hours minimum for total of \$1700.00
Fire Watch - Engine/Fire Apparatus (per each additional Crew Member)
\$75.00 per hour with 4 hours minimum for total of \$300.00
Incident Commander with Cart - Single Battalion Chief
\$75.00 per hour with 4 hours minimum for total of \$300.00

The City of Dania Beach requires application completion 14 days in advance for the detail services. 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.

Payment for Details can be made as follows:

Payment in person:

Broward County Sheriff's Office
Public Safety Building 2601 West Broward Blvd. Fort Lauderdale, FL 33312

Payment by mail:

Broward County Sheriff's Office
Attn: Special Revenue Unit P.O. Box 9507 Fort Lauderdale, FL 33312

Payment online:

You can now make payments online 24 hours per day, 7 days a week, 365 days per year.

Please visit:

<https://www.govpaynow.com/gps/user/plc/a0019h>

***FEES APPLY FOR ONLINE PAYMENTS**

Make all checks payable to Broward Sheriff's Office. Include Fire Tracking Number on the check (located at the top right corner of billing form).

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

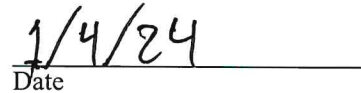
Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

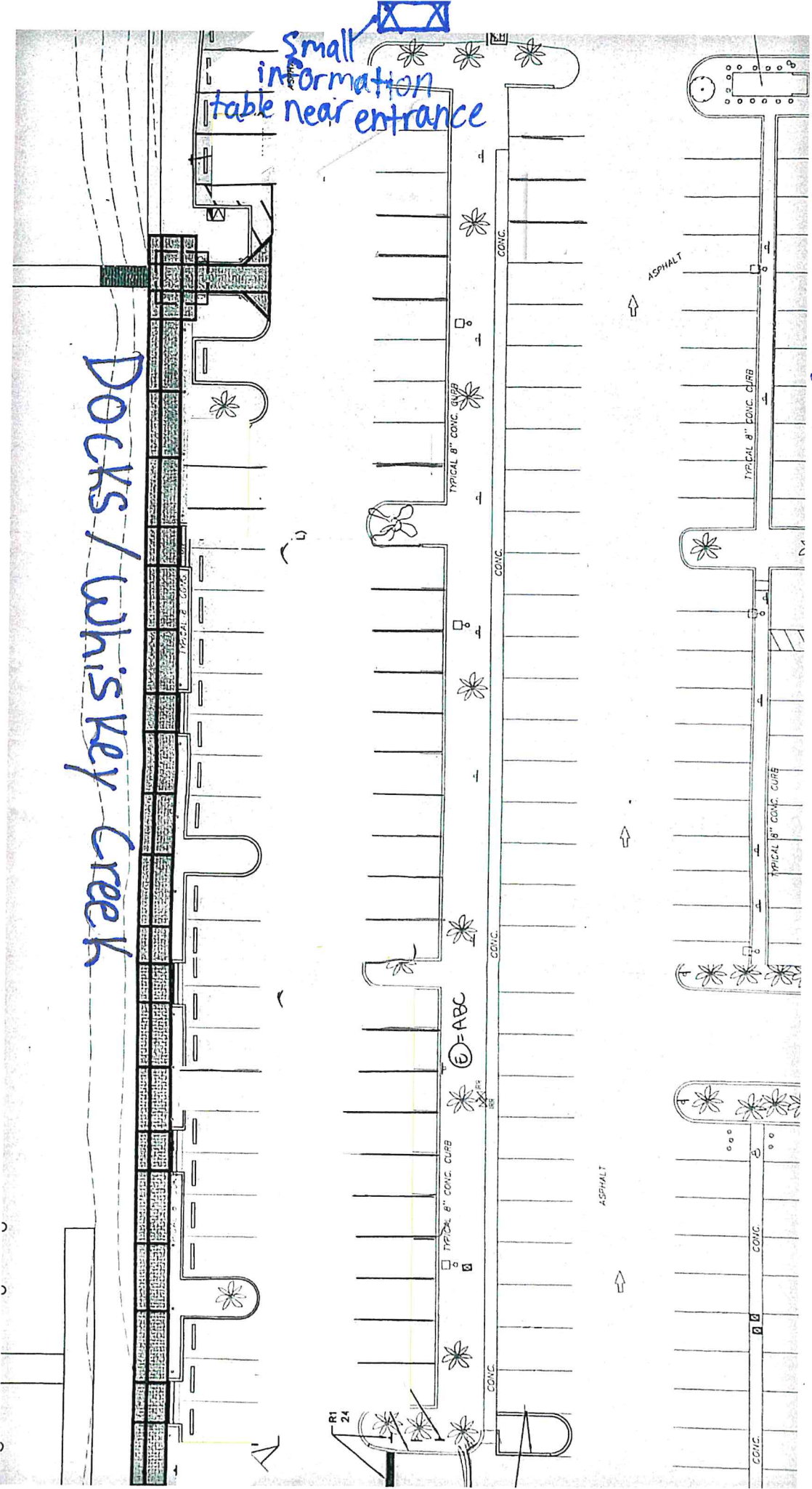
1. ALL events – Event Site Plan & Narrative – show stages, restrooms, fencing, tents, etc.
2. Closed Roads – Maintenance of Traffic Plan – show barricades, directions, cones, etc.
3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event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

Create an account on RecDesk, <https://daniabeach.recdesk.com/Community/Home>, where an invoice will be sent electronically for the applicant to pay via credit card.


Event Coordinator Signature


Date

Beach/Pier ↑



DOCKS / Whiskey Creek

Small information table near entrance



I'm Here to Volunteer

March 2, 2024 8:30am - 1:30pm



I'm Here to Volunteer

March 2, 2024 8:30am – 1:30pm



I'm Here to Volunteer

March 2, 2024 8:30am - 1:30pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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 The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 33487-2730	CONTACT NAME: Anna Hook PHONE (A/C, No, Ext): (561) 994-9994 E-MAIL ADDRESS: ahook@beacongrouppinc.com FAX (A/C, No): (561) 997-7087																					
INSURED Marine Industries Association of South Florida, Inc 221 SW 3rd Ave Fort Lauderdale FL 33312	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Evanston Insurance Co.</td><td>35378</td></tr><tr><td>INSURER B:</td><td>Zenith Insurance Company</td><td>13269</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Insurance Co.	35378	INSURER B:	Zenith Insurance Company	13269	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 23/24 Liability**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		9CE33451	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			9CE33451	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Non-Owned \$ included
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0			9CE33461	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	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	Z832023630	03/31/2023	03/31/2024	☒ 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)

Per policy terms and conditions. Certificate holder is listed as an additional insured per Blanket AI policy form MEOM2217

RE: Waterway Cleanup event on 3-2-2024.

Please note: Per the Office of Insurance Regulations and our Errors & Omissions insurance carrier, our agency is no longer allowed to "alter" the Certificates of Insurance to show the specific wording in the Description box of the certificates pertaining to policy terms and conditions. We are only allowed to provide you with a copy of the actual policy form as they apply to each policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Dania Beach 100 W 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  A224934
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City of Dania Beach Parks & Recreation Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Manager, Special Events

SUBJECT: Special Events Application Request from Goodman Public Relations to host a “Tri-Rail’s Rail Fun Day” scheduled for Saturday, February 24, 2024.

Request:

Goodman Public Relations is requesting Special Event approval on behalf of Tri-Rail, to host “Tri-Rail’s Rail Fun Day” Saturday, February 24, 2024, from 11:00 am – 3:00 pm, to be held at 500 Gulfstream Way (Tri-Rail Airport Station).

Background:

The requested event is proposed to be an interactive family-friendly event with arts and crafts, costumed characters, a talent show, face painting, and interactive booths from assorted vendors. This event has been held for the past several years in January or February with an expected sustained attendance of 2,000 people.

Budgetary Impact

The special events application fee for this event is \$300.00. The applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole with compliance of the conditions noted below.

Department Review:	Comments:
BSO Fire:	EMS detail is required and approved with conditions. Form attached.
Building Official	Building permit (stage) and plumbing permit (port-a-potties) The special Permitting Office has processed permits and approved them.
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Hr/ Risk Mgmt-	N/A
Parks & Recreation	No issues
Public Services	No issues

BSO Police Dept.	2 special detail deputies recommended
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Department of Fire Rescue & Emergency Services - Fire Marshal's Office
Dania Beach District

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

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: Tri Rail, Rail Fun Day

Event Date(s): **Saturday February 24, 2023**

Event Location: 500 Gulfstream Way (Tri-Rail Airport Station)

Event Reviewed By: Candice Burton

Date of Review: 1/24/2024

Event Contact Name 1: Michael Goodman

Event Contact 1 Phone/Cell: 954-806-2869

Event Contact 1 Email: Michael@goodmanpr.com

Event Contact Name 2: Angeline Fontaine

Event Contact 2 Phone:

Event Contact 2 Cell Phone: 954-802-7075

Event Contact 2 Email: angeline@goodmanpr.com

☐ **EVENT IS APPROVED**

☒ **EVENT IS APPROVED WITH CONDITIONS (See Below)**

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

EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

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

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

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

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

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

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

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

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

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

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

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

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

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

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

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

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

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

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

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

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

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

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

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

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

☐ Other Requirements and/or Special Notes:

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

INSPECTION AND/OR DETAIL REQUIREMENTS

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

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

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

☒ After-Hours (4-Hours or Less)

☐ After Hours (Greater than 4 Hours)

DATE(S) & TIME(S): Saturday Feb 24, 2024, 0900AM-1:00PM

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

☐ N/A ☐ Operational Detail Required Type: _____

Dates & Times: _____

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

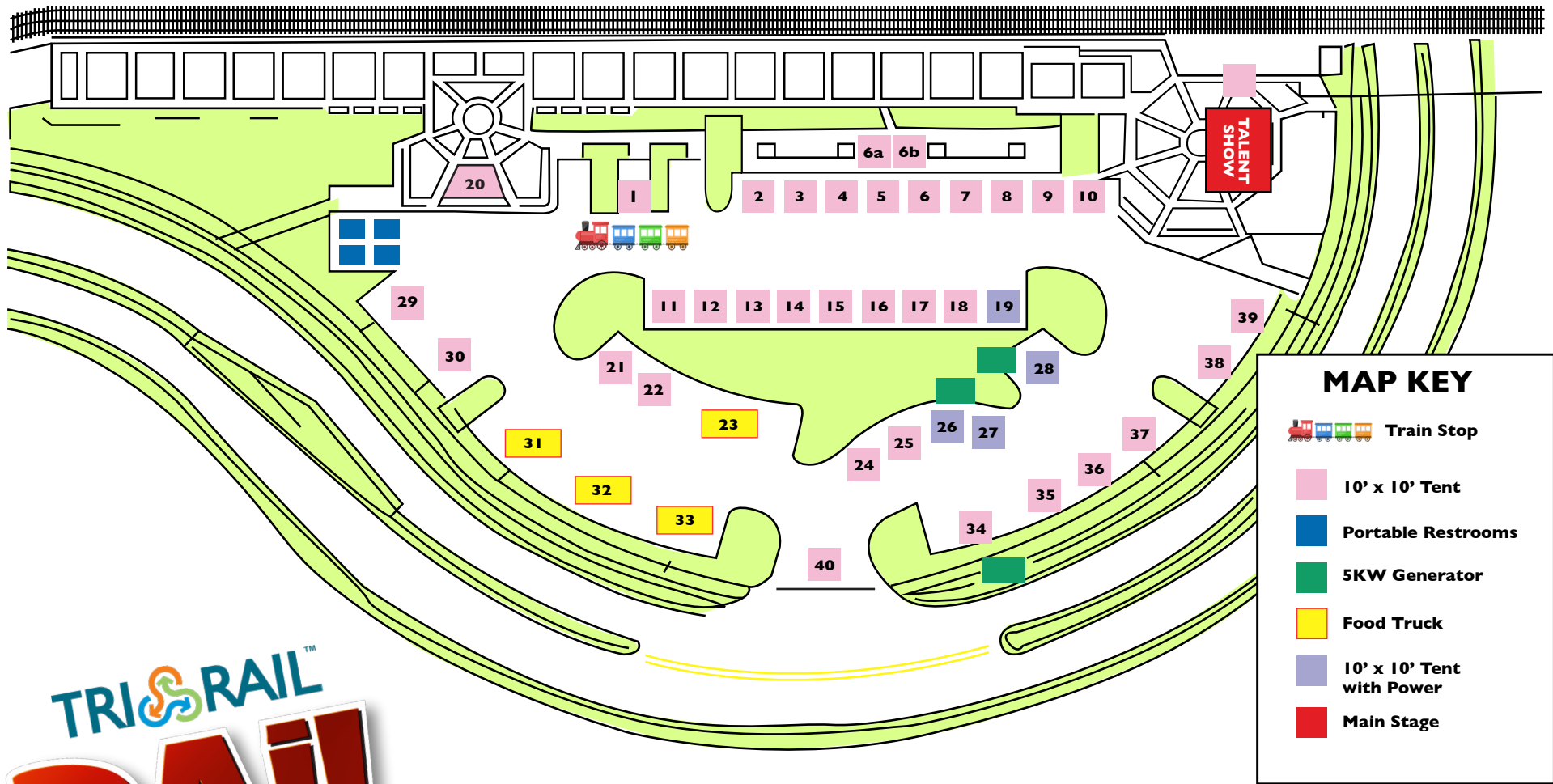
Event Applicant, Please fill out and sign below for the acknowledgment of the above said instructions and return to richard_brown@sheriff.org / or / Candice_burton@sheriff.org / or / lisa_maggeo@sheriff.org

Name (Print): Michael Goodman

Signature: 

Date: 1/24/2024

RAIL FUN DAY EVENT MAP



TRI-RAIL™
RAIL FUN DAY

1. Choo Choo Train
2. Dunkin'
3. Florida Children's Theatre
4. Children's Diagnostic & Treatment Center
5. Dania Dermatology
6. George Green Photo Booth/Tri-Rail
- 6a. Costume/Dressing Area
- 6b. Characters' Cool Down Tent
7. Broward County Transit
8. State of Florida Guardian ad Litem Office
9. Florida Kid Care
10. Rising Starz Music & Performance Academy
11. Abandoned Pet Rescue
12. Broward Center for the Performing Arts

13. Tooth Tales Pediatric Dentistry
14. Broward County Library
15. Cookie Decorating
16. Children's Services Council
17. Broward MPO
18. Broward Schools Transportation
19. Broward Mom Collective
20. Arts & Crafts
21. Eating Area
22. Eating Area
23. Food Truck
- 24-25. Face Painting
26. Le P'ti Club

27. Broward Sea Turtle Conservation Program
28. Cotton Candy
29. BluePrint Strategy Team
30. Water Smart Broward
31. Food Truck
32. Food Truck
33. Food Truck
- 34-35. Florida Panthers Tent & Vehicle
36. CareerSource Broward
37. History Fort Lauderdale
- 38-39. Tri-Rail
40. Security/BSO



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: Tri-Rail's Rail Fun Day

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

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

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

Location: Tri-Rail Fort Lauderdale Airport Station - 500 Gulf Stream Way, Dania, Florida 33004

Expected maximum attendance _____ Expected sustained attendance 2,000
Has this event been held in the past? ☒ Yes ☐ No This event has been held for the past several years
If yes, please list the past dates, locations and attendance _____
in January or February. Attendance is about 2,000 to 2,500.

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

This is an interactive family friendly event with arts + crafts, costumed characters, a talent show,
face painting, food trucks and interactive booths from assorted vendors.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>2/23/2024</u>	<u>Friday</u>	<u>8 AM</u> AM/PM	<u>5 PM</u> AM/PM	<u>5-10 people</u>
EVENT DAY 1:	<u>2/24/2024</u>	<u>Saturday</u>	<u>11 AM</u> AM/PM	<u>3 PM</u> AM/PM	<u>Up to 2,500</u>
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	<u>2/24/2024</u>	<u>Saturday</u>	<u>3 PM</u> AM/PM	<u>7 PM</u> AM/PM	<u>5-10 people</u>

PART II: APPLICANT

Organization Name Goodman Public Relations (on behalf of Tri-Rail) **Name of Authorized Signatory** Michael Goodman
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 1995 E. Oakland Park Blvd City, State, Zip: Fort Lauderdale, FL, 33306
Date of registration: May 2014 State registered in: FL Federal ID # 46-5516996
Email Address: Michael@goodmanpr.com Phone: 954-806-2869
Event Coordinator Name Michael Goodman Phone: 954-806-2869
Title: Owner Phone: 954-806-2869 Cell: 954-806-2869
Email address: Michael@goodmanpr.com Fax: 954-446-0801
Additional Contact Name Angeline Fontaine Will you be on site? ☒ Yes ☐ No
Title: Account Executive Phone: 954-802-7075 Cell: 954-802-7075
Email address: angeline@goodmanpr.com Fax: _____

Event Production Company (if other than applicant) _____
Address: _____ City, State, Zip: _____
Contact Name: _____ Title: _____
Phone (day) _____ (night) _____ Cell: _____
Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

Admission/Registration ☐ Yes ☒ No If yes, how much? \$ _____
Alcohol for Sale ☐ Yes ☒ No **Alcohol for Fee** ☐ Yes ☒ No

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

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

Amusement Ride ☒ Yes ☐ No
If yes, name a contact of company: All About Entertainment

What type of rides are you planning? Trackless Train Ride

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** 5

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes ☐ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☐ Yes ☒ No **Food Trucks** ☒ Yes ☐ No

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

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

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?
☐ Yes ☒ No

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

N/A Electric Grill(s) # ☐ Gas Grill(s) # ☐ 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.):

DJ

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

DJ - Small Speakers with Microphones for talent show

Stages ☒ Yes ☐ No Type (wood, metal, trailer stage, etc.) Small stage (wood)

Stages may require permits.

Days and times music will be played: 11 a.m. to 3 p.m.

How close is the event to the nearest residence? Ample distance away

It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

Date(s) of Closure _____ Time(s) of Closure _____
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) _____

Date(s) of Closure _____ Time(s) of Closure _____

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 Tri-Rail Contact Michael Goodman Phone 954-806-2869

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 Victor Garcia Phone 954-788-7925

Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company Tri-Rail Contact Victor Garcia Phone 954-788-7925

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? 10 x 10 tents (max. 30)

Company Name S + J Tent and Event Rentals Contact Shankar Sirju Phone 954-647-3697

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.

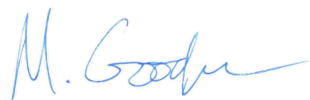
PART VI: SUBMISSION

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

January 17th, 2023

Date



City of Dania Beach Parks & Recreation Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Manager, Special Events

SUBJECT: Special Event Fee Waiver for the 'Fruit & Vegetable Stand' that was approved by the Commission on December 12, 2023.

Request:

The approval for a Special Event was granted during the Commission meeting on December 12, 2023. However, the applicant, Leroy Green, is seeking a fee waiver from the special event application fee for his 'Fruit & Vegetable Stand.' This event is scheduled to take place every Friday and Saturday from January 2024 to December 2024.

Background:

The requested event is held at the Dania Beach Patch located at 1201 W Dania Beach Blvd, only utilizing, and accessing the back vacant area along NW 1 ST. The property is owned by the City of Dania Beach and the City has given authorization to Mr. Green to sell his Fruits & Vegetables at this location. The applicant has received the fee waiver in the past years, but missed requesting the waiver in this year's application, so it is being brought before the City Commission retroactively.

Budgetary Impact

The special event application fee for this event is \$300. The applicant is asking for this fee to be waived.

Recommendation

It is recommended that the City Commission approve the special events application request to waive special event application fee.



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: MR. Green Fruit + Vegetable Sales

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

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

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

Location: _____

Expected maximum attendance 5-10 Expected sustained attendance 1

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

If yes, please list the past dates, locations and attendance Last 25 years

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

Fruit and vegetables sales 9:30 - 5:30
weekly

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 1:	_____	<u>Friday</u>	<u>9</u> <u>AM</u> /PM	<u>5</u> <u>AM</u> /PM	_____
EVENT DAY 2:	_____	<u>Saturday</u>	<u>9</u> <u>AM</u> /PM	<u>5</u> <u>AM</u> /PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM	_____

This will be a Re-Occurring every Friday - Saturday
for the next 12 months.

PART II: APPLICANT

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

Address: 1201 W Dania Beach Blvd City, State, Zip: Dania Beach, FL 33004

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

Email Address: _____ Phone: _____

Event Coordinator Name _____ Phone: _____

Title: _____ Phone: _____ Cell: _____

Email address: _____ Fax: _____

Additional Contact Name N/A Will you be on site? ☐ Yes ☐ No

Title: _____ Phone: _____ Cell: _____

Email address: _____ Fax: _____

Event Production Company (if other than applicant) N/A

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

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

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

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

Alcohol for Sale ☐ Yes ☒ No Alcohol for Fee ☐ Yes ☐ No

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

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

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: N/A

What type of rides are you planning? _____

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: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: 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.):

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

Stages ☐ Yes ☒ No Type (wood, metal, trailer stage, etc.)

Stages may require permits.

Days and times music will be played: N/A

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)? N/A

Date(s) of Closure Time(s) of Closure

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 Time(s) of Closure

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 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 Phone N/A

Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company Contact Phone

Tents or Canopies ☐ Yes ☒ No

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

Quantity and size of each? N/A

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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

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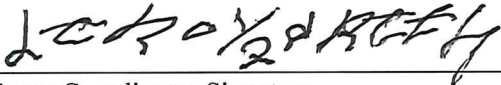
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Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004



Event Coordinator Signature



Date



MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Site Address	NW 7 AVENUE, DANIA BEACH FL 33004	ID #	5042 34 01 2431
Property Owner	BIBLEWAY MINISTRY MISSIONARY BAPTIST CHURCH	Millage	0413
Mailing Address	PO BOX 358 DANIA BEACH FL 33004	Use	00
Abbr Legal Description	TOWN OF MODELO (DANIA) B-49 D LOT 2,3 N1/2 BLK 17		

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\(8\)](#).

* 2024 values are considered "working values" and are subject to change.								
Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2024	\$122,070		\$122,070	\$52,400				
2023	\$122,070		\$122,070	\$47,640				
2022	\$122,070		\$122,070	\$43,310	\$18.00			
2024 Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$122,070	\$122,070	\$122,070	\$122,070				
Portability	0	0	0	0				
Assessed/SOH	\$52,400	\$122,070	\$52,400	\$52,400				
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 30	\$52,400	\$122,070	\$52,400	\$52,400				
Taxable	0	0	0	0				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
9/15/1995	WD	\$14,000	23986 / 284	\$15.00	8,138	SF		
6/1/1988	PRD	\$100	15596 / 426					
				Adj. Bldg. S.F.				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
L								
19						.3		

LOCATION MAP:



Folio #: 50423401120

MILTON L. JONES
Nine Northwest 4th Avenue, Suite A
Dania, Florida 33004
954.927.5285
Facsimile 954.920.1799

April 5, 2021

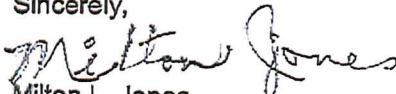
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

Re: North west corner of NW 5th Avenue and NW 1st Street, Dania Beach, Florida
Property ID# 5042 34 01 1110 and 5042 34 01 1120

Ladies and Gentlemen

I am the owner of property situated at the north west corner of N. W. 5th Avenue and N. W. 1st Street, Dania Beach, Florida with the property ID referenced above. This correspondence is sent to inform the City of Dania Beach that Mr. Leroy Green has my authorization to sell fruits and vegetables on the property referenced above. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,


Milton L. Jones



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, heart disease occurs when the arteries leading to the heart become clogged, and 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 695,000 people in the United States died from heart disease in 2021 – 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 2024** as:

American Heart Month

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

Dated this 13th day of February 2024.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by Commissioner Joyce L. Davis

WHEREAS, Black History Month is a national observance celebrating the contributions of African American people in their struggles for freedom and equality and their part in the development of our Nation's history; and

WHEREAS, in 1926, Dr. Carter Goodwin Woodson, noted black scholar and son of former enslaved individuals, initiated the celebration of Negro History Week, which corresponded with the birthdays of Frederick Douglas and Abraham Lincoln, and in 1976, the celebration was expanded to the entire month of February; and

WHEREAS, during Black History Month, we recognize the many contributions and achievements made by Black Americans to the City of Dania Beach and to the United States' economic, cultural, spiritual, and political development; and

WHEREAS, the theme for 2024 is "African Americans and the Arts". This theme acknowledges the many impacts Black Americans have had on visual arts, music, cultural movements, and more; and

WHEREAS, African American artists have used art to preserve history and for empowerment, and in celebrating African American arts we acknowledge the richness of the contributions of black artists; and

WHEREAS, the City of Dania Beach honors its two currently serving African American elected officials, Commissioner Joyce L. Davis, a Ph.D. candidate in Human Services who founded the first research-based girl bullying prevention program in Dania Beach, and Commissioner Tamara James, the youngest mayor elected to the City of Dania Beach and previously a professional athlete; and

WHEREAS, we recognize that Black history is American history, not only during the month of February, but throughout the year. It is important that we know our history to beneficially meet the challenges of now, and, into the future.

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 February 2024 as:

Black History Month

in the City of Dania Beach and encourage all citizens of Dania Beach to recommit themselves to an ideal America where equality and justice will always prevail, and to the principles of love, wisdom, and compassion toward one another.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



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 13, 2024

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

At the time of this report on Tuesday, February 6th, our Dania After Dark event for Saturday, February 10th, is officially sold out! We are extremely proud of the unique experience planned and executed by our Community Events Manager and Director of Parks and Recreation!

Tickets for the Dania After Dark edition of our Wine and Seafood Festival are selling quickly. This event scheduled for March 9th, from 4:00 p.m. – 9:00 p.m. will have 20 plus wines available for tasting, 6 Breweries participating and 20 food trucks and restaurants! Live music and a kid zone are all part of what will truly be a remarkable time for our community and visitors to enjoy!

As we have mentioned, the City is enhancing existing partnerships with organizations such as the MLK Renaissance Corporation, Ignite Broward/ MAD Arts, and the Vintage Motorcycle Show group, to name a few, with a goal to enhance events and augment participation. The weekend of January 27th and 28th is an example of what the City Team accomplished providing support to Ignite Broward at MAD Arts, Vintage Motorcycle Show (next year the City will sponsor a stage and will work with the Committee to add a Food Village) and the Four Chaplains event all occurring on that very busy weekend. We will continue the dialogue throughout the year to ensure that together we can positively impact our citywide events and foster the best relationships we can have for the benefit of our community!

With safety being a top priority, our Public Services Team has initiated additional proactive measures in the areas of our city parks. Included in this report, you will see our newly installed flashing lights at key stop signs in the area of NW 1st Street adjacent to CW Park. We will continue to add these to other designated areas citywide.

Our 120th banners are up as scheduled and were installed this past Friday, February 2nd. All additional banners for this year, from our Patriotic banners that go up in May for Memorial Day and our Holiday banners, will all feature our 120th anniversary. All of our city's special events will feature a 120th

historical and celebratory component and/or theme. More details to come, including a calendar of events that will be provided no later than the 1st meeting in March. Our grand event and last event of this 120th year will be the Dania After Dark birthday celebration and light up Dania Beach that will occur on Saturday, November 16th.

Our State of the City event will celebrate the 12 Decades of Dania Beach and this event is scheduled for October 17th.

We have seven new BSO law enforcement officers and 5 more positions that we will be filling within the next couple of months. The quality of individuals is a top priority for our Chief and I, hence our ongoing recruitment efforts.

On January 30th, we held our kickoff meeting with architects, Charles Michelson and Jessica Weatherspoon, who worked with us on the “West Wing” as we commenced the “draft” design for our EOC Building. We have seized federal funding for phase 1/ design.

Friday, February 2nd, the Mayor and I were invited to participate in a round table discussion with the newly appointed Superintendent of Broward County Schools, Dr. Licata. Not only were we in attendance, but we were also very vocal about what our expectations are and how we can work together in partnership for the greater good of our schools and our youth. I have invited Dr. Licata to attend an upcoming Commission meeting to speak briefly on the “vision” for redefining our schools.

Our Deputy City Manager attended a Broward County MPO meeting on January 31st. We will be updating you on the details at the February 27th meeting.

On Monday, February 5th, we commenced the demolition of the interior of the IT Parker Center! This fall, we plan completion and are hopeful we don’t face any delays in construction. This will be a premier waterfront event space and Community Center in Dania Beach!

DANIA
AFTER DARK
PRESENTS

Dinner AT THE HALL

JOIN US FOR A ROMANTIC EVENING AT DANIA BEACH CITY HALL PLAZA

Dinner ♥ Live Music ♥ Wine

\$20
Per person

FEB. 10

**6-9
PM**

100 W. Dania Beach Blvd.



DANIA BEACH
BROWARD'S FIRST CITY

PLEASE RSVP BEFORE FEBRUARY 1

www.daniabeachfl.gov/specialevents



FIRST ANNUAL



WINE & SEAFOOD
FESTIVAL

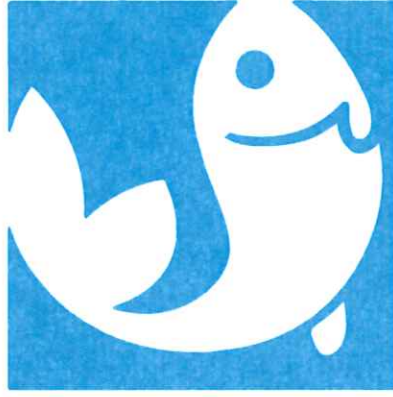
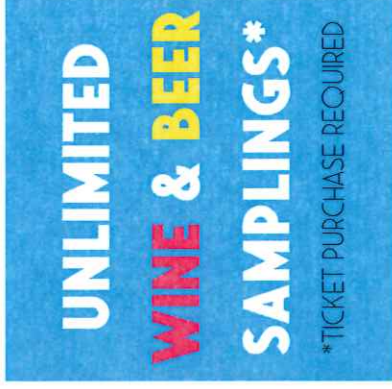
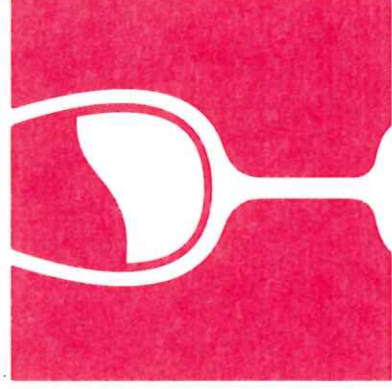
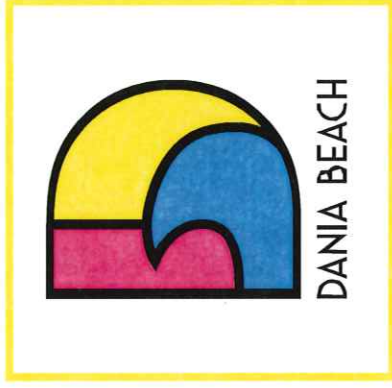
SATURDAY
MARCH 9, 2024

4 - 9 PM

FREE
ENTRY & PARKING

20+ WINES, 6+ BREWERIES | 20 RESTAURANTS & FOOD TRUCKS
LIVE MUSIC BY LOCOS POR JUANA

FAMILY & PET FRIENDLY | KIDS' ZONE & MUCH MORE



daniabeachwineandseafoodfest.com

THE CASINO @
DANIA BEACH
THANK YOU TO OUR SPONSOR







Special Magistrate Hearing

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2023-00001391	Active	H-FIRST HEARING - First Hearing	3549 FOREST VIEW CIR	MARK & ALIZA ARONIN	Alberto Chavarria
2023-00001403	Active	H-FIRST HEARING - First Hearing	4709 SW 28 AVE	NEW BHNV DANIA 2 LLC	Alberto Chavarria
2023-00001451	Active	H-FIRST HEARING - First Hearing	414 SW 2 TER	JAMES BRAD	Alberto Chavarria
2023-00001553	Active	H-FIRST HEARING - First Hearing	208 SW 2 PL	WHITE ROSE HOMES LLC	Alberto Chavarria
2024-00000051	Active	H-FIRST HEARING - First Hearing	754 SW 3 PL	CD FLORIDA PROPERTIES LLC	Alberto Chavarria
2024-00000081	Active	H-FIRST HEARING - First Hearing	754 SW 3 PL	CD FLORIDA PROPERTIES LLC	Alberto Chavarria
2021-00000579	Active	H-ABATEMENT - Abatement Hearing	248 SW 16 ST	NASRIN HOMES INC	Anson Westberry
2022-00000317	Active	H-EXTENSION - Extension Hearing	101 SE 2 ST	POROKU LLC	Anson Westberry
2022-00000368	Active	H-ABATEMENT - Abatement Hearing	405 SE 4 ST	FERNANDEZ, ANGELA FERNANDEZ, TERESA	Anson Westberry
2022-00000560	Active	H-ABATEMENT - Abatement Hearing	1500 FLORIAN DR	1500 FLORIAN DRIVE LLC	Anson Westberry
2023-00000703	Active	H-ABATEMENT - Abatement Hearing	405 SE 4 ST	FERNANDEZ, ANGELA / FERNANDEZ, TERESA	Anson Westberry
2023-00001048	Active	H-EXTENSION - Extension Hearing	690 NE 1 ST	SCHANDL, EMIL KEN III	Anson Westberry
2023-00001160	Active	H-FIRST HEARING - First Hearing	133 NE 2 AVE	BERONES-MULDER, AIDA ARCENA H/E & MULDER, ROBERT	Anson Westberry
2023-00001279	Active	H-FIRST HEARING - First Hearing	205 SE 11 TER 101	ALAIN ST LOUIS	Anson Westberry
2023-00001295	Active	H-FIRST HEARING - First Hearing	101 SE 1 AVE	EUREKA NORTH SHORE LODGE #269 FREE AND ACCEPTED MASONS OF FL	Anson Westberry
2023-00001318	Active	H-FIRST HEARING - First Hearing	201 NE 2 AVE	203 NE 2 AVE LLC	Anson Westberry
2023-00001353	Active	H-FIRST HEARING - First Hearing	222 SE 1 ST	MUSCHUCWASI INC	Anson Westberry



Special Magistrate Hearing

2023-00001357	Active	H-FIRST HEARING - First Hearing	15 SE 1 AVE	SIGNATURE INVESTMENT HOLDINGS LLC	Anson Westberry
2023-00001385	Active	H-FIRST HEARING - First Hearing	230 SE 3 ST	ANDREA ELISA TORRES	Anson Westberry
2023-00001386	Active	H-FIRST HEARING - First Hearing	146 NE 1 AVE	ANITA MIGNONE	Anson Westberry
2023-00001422	Active	H-FIRST HEARING - First Hearing	414 SE 5 ST	EUGENIA MORALES & RANDOLPH GARAY	Anson Westberry
2023-00001479	Active	H-FIRST HEARING - First Hearing	NW 5 AVE	TREVI CAPITAL LLC	Anson Westberry
2022-00000270	Active	H-CONFIRMATION - Confirmation Hearing	238 SW 1 CT	BELLERA, INGRID	Christina Caserta
2022-00000718	Active	H-CONFIRMATION - Confirmation Hearing	238 SW 1 CT	BELLERA, INGRID	Christina Caserta
2023-00000111	Active	H-ABATEMENT - Abatement Hearing	128 NW 5 AVE	128 NW 5TH AVE LLC	Christina Caserta
2023-00001071	Active	H-CONFIRMATION - Confirmation Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2023-00001073	Active	H-CONFIRMATION - Confirmation Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2023-00001317	Active	H-FIRST HEARING - First Hearing	213 NW 1 AVE	SUNDAY SCURA JR	Christina Caserta
2023-00001320	Active	H-FIRST HEARING - First Hearing	75 N FEDERAL HWY	67-75 NORTH FEDERAL ASSOC LLC	Christina Caserta
2023-00001365	Active	H-FIRST HEARING - First Hearing	195 NW 14 WAY	LAVISH LIFESTYLES CAPITAL INVESTMENT GROUP LLC	Christina Caserta
2023-00001382	Active	H-FIRST HEARING - First Hearing	922 NAUTILUS ISLE	DOBIECKI, ROBERT A	Christina Caserta
2024-00000079	Active	H-REPEAT HEARING - Repeat Hearing	501 E SHERIDAN ST	WBA PORTFOLIO OWNER FUND IV GALAXY LLC	Christina Caserta
2018-00000627	Active	H-ABATEMENT - Abatement Hearing	111 SW 7 AVE	ANAJASE REALTY TR PERPETUAL TR SERVICES LLC TRSTEE	Michelle Shahryar
2018-00000627	Active	H-ABATEMENT - Abatement Hearing	111 SW 7 AVE	ANAJASE REALTY TR PERPETUAL TR SERVICES LLC TRSTEE	Michelle Shahryar



Special Magistrate Hearing

2020-00000181	Active	H-EXTENSION - Extension Hearing	4500 SW 34 AVE	MARK LAROCCA	Michelle Shahryar
2022-00001466	Active	H-ABATEMENT - Abatement Hearing	502 SW 2 AVE	AMAR, ASHER	Michelle Shahryar
2023-00000627	Active	H-ABATEMENT - Abatement Hearing	502 SW 2 AVE	AMAR, ASHER	Michelle Shahryar
2023-00000637	Active	H-EXTENSION - Extension Hearing	501 STIRLING RD	501 Stirling Road LLC	Michelle Shahryar
2023-00000706	Active	H-EXTENSION - Extension Hearing	1160 SW 2 AVE	ANGELOS, THOMAS	Michelle Shahryar
2023-00000841	Active	H-EXTENSION - Extension Hearing	11 N FEDERAL HWY	AKIBA CHARLES & AKIBA ANN FRANCINE	Michelle Shahryar
2023-00000845	Active	H-EXTENSION - Extension Hearing	212 SW 11 ST	JULIANNA HOLDINGS LLC	Michelle Shahryar
2023-00000846	Active	H-ABATEMENT - Abatement Hearing	713 SW 4 ST	ESCOBAR, MARIBEL	Michelle Shahryar
2023-00001224	Active	H-FIRST HEARING - First Hearing	742 SW 4 TER	3A INVESTMENT GROUP LLC	Michelle Shahryar
2023-00001228	Active	H-FIRST HEARING - First Hearing	739 SW 4 TER	DELEVOE, ANTHONY L H/E DELEVOE, S JR & DELEVOE, P L	Michelle Shahryar
2023-00001231	Active	H-FIRST HEARING - First Hearing	734 SW 8 ST	ANDERSON, RICHARD L	Michelle Shahryar
2023-00001262	Active	H-FIRST HEARING - First Hearing	1502 N DIXIE HWY	LOU FAHMIE FAMILY PARTNERS LLC	Michelle Shahryar
2023-00001263	Active	H-FIRST HEARING - First Hearing	214 SW 4 ST	FLITER LLC	Michelle Shahryar
2023-00001288	Active	H-FIRST HEARING - First Hearing	230 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Michelle Shahryar
2023-00001296	Active	H-FIRST HEARING - First Hearing	350 SW 2 AVE	MONTUFAR CLAUDIA	Michelle Shahryar
2023-00001358	Active	H-FIRST HEARING - First Hearing	753 SW 2 ST	MAIRELYS CARILLO PARRA	Michelle Shahryar
2023-00001360	Active	H-FIRST HEARING - First Hearing	716 SW 10 ST	RADCLIFFE FRANCISCO ELLISON SR	Michelle Shahryar



Special Magistrate Hearing

2023-00001361	Active	H-FIRST HEARING - First Hearing	608 SW 12 AVE	BEN HANAN INVESTMENT INC	Michelle Shahryar
2023-00001370	Active	H-FIRST HEARING - First Hearing	754 SW 3 PL	CD FLORIDA PROPERTIES LLC	Michelle Shahryar
2023-00001378	Active	H-FIRST HEARING - First Hearing	314 PHIPPEN RD	LIVE CHEAP LLC	Michelle Shahryar
2023-00001388	Active	H-FIRST HEARING - First Hearing	214 SW 2 TER	JOYE INVESTMENTS CORP	Michelle Shahryar
2023-00001390	Active	H-FIRST HEARING - First Hearing	1470 SW 2 AVE	DANIA REAL ESTATE LLLP	Michelle Shahryar
2023-00001400	Active	H-FIRST HEARING - First Hearing	730 SW 7 ST	WHITEHEAD, MILLIE J WHITE DARIAN	Michelle Shahryar
2023-00001419	Active	H-FIRST HEARING - First Hearing	350 SW 4 CT	350 SW LLC	Michelle Shahryar
2023-00001445	Active	H-REPEAT HEARING - Repeat Hearing	502 SW 2 AVE	ASHER AMAR	Michelle Shahryar
2023-00001467	Active	H-FIRST HEARING - First Hearing	SW 45 ST	HERNANDEZ, RODRIGO HERNANDEZ, RAMIRO	Michelle Shahryar
2023-00001468	Active	H-RECURRING - Recurring Hearing	4732 SW 26 TER	BROWARD LAND BUYERS LLC	Michelle Shahryar
2023-00001481	Active	H-FIRST HEARING - First Hearing	4572 SW 24 AVE	4572 SW 24 AVE LLC	Michelle Shahryar
2024-00000063	Active	H-FIRST HEARING - First Hearing	4900 SW 31 AVE	AG EHC II LEN MULTI STATE 4 LLC % ESSENTIAL HOUSING ASSET MGT LLC	Rickey Dotson
2024-00000064	Active	H-FIRST HEARING - First Hearing	4900 SW 31 AVE	AG EHC II LEN MULTI STATE 4 LLC % ESSENTIAL HOUSING ASSET MGT LLC	Rickey Dotson
2020-00001044	Active	H-EXTENSION - Extension Hearing	5740 SW 40 AVE	LIVING REALTY & INVESTMENTS LLC	Ricky Ali
2021-00001166	Active	H-ABATEMENT - Abatement Hearing	5980 SW 40 AVE	5980 SW 40 LLC	Ricky Ali
2021-00001491	Active	H-EXTENSION - Extension Hearing	23 SE 4 ST	MONTIEL HAYDEE	Ricky Ali
2022-00001052	Active	H-ABATEMENT - Abatement Hearing	3981 SW 58 ST	SAM HOLDINGS 2002 LLC	Ricky Ali



Special Magistrate Hearing

2023-00000242	Active	H-ABATEMENT - Abatement Hearing	3981 SW 58 ST	SAM HOLDINGS 2002 LLC	Ricky Ali
2023-00000546	Active	H-EXTENSION - Extension Hearing	355 PHIPPEN RD 1-5	WILLIAMS, EVELYN SIMMONS, FAYE	Ricky Ali
2023-00000612	Active	H-ABATEMENT - Abatement Hearing	4732 SW 35 AVE	ONE PARAISO 1005 LLC	Ricky Ali
2023-00000877	Active	H-EXTENSION - Extension Hearing	5530 SW 44 AVE	OSCEOLA, PETTIES C III	Ricky Ali
2023-00000942	Active	H-EXTENSION - Extension Hearing	SW 45 ST	Hernando, Rodrigo Hernando, Ramiro	Ricky Ali
2023-00000944	Active	H-EXTENSION - Extension Hearing	SW 31 ST	OVERSEAS COLD STORAGE LLC	Ricky Ali
2023-00001061	Active	H-FIRST HEARING - First Hearing	5169 SW 28 AVE	WRIGHT, SHALEIGHA	Ricky Ali
2023-00001096	Active	H-EXTENSION - Extension Hearing	4331 SW 52 CT	PATRICK & DULSE ROSEBERRY	Ricky Ali
2023-00001131	Active	H-FIRST HEARING - First Hearing	5811 SW 37 AVE	SARIT SHAHARABANY	Ricky Ali
2023-00001257	Active	H-EXTENSION - Extension Hearing	5301 SW 40 AVE	VILLAGE TOWNHOUSES CONDO ASSOCIATION INC	Ricky Ali
2023-00001270	Active	H-FIRST HEARING - First Hearing	SW 40 AVE	OAK HILLS CONDOMINIUM INC	Ricky Ali
2023-00001293	Active	H-FIRST HEARING - First Hearing	4480 SW 38 TER	PATRICK GUSTAFSON	Ricky Ali
2023-00001367	Active	H-FIRST HEARING - First Hearing	4125 SW 48 CT	ABCD FLORIDA RESI DE LLC	Ricky Ali
2023-00001404	Active	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 106	RIGAR LLC	Ricky Ali
2023-00001405	Active	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 104	READYSET MIRANDA LLC	Ricky Ali
2023-00001406	Active	H-FIRST HEARING - First Hearing	3265 GRIFFIN RD 104	READYSET MIRANDA LLC	Ricky Ali
2023-00001510	Active	H-FIRST HEARING - First Hearing	4248 SW 52 ST	CHRISTOPHER RAY WEEKS	Ricky Ali



Special Magistrate Hearing

2024-00000111	Active	H-FIRST HEARING - First Hearing	202 SE 10 ST	MEADOBROOK LAKES SEC A RECREATION CENTER INC	Ricky Ali
2020-00000061	Active	H-FIRST HEARING - First Hearing	702 SE 3 CT	JASON KIRKCALDY JAMIE L DIMAURO	Windy Damis
2021-00000198	Active	H-CONFIRMATION - Confirmation Hearing	5220 SW 28 AVE	THOMAS WHITE JR	Windy Damis
2021-00001837	Active	H-ABATEMENT - Abatement Hearing	128 NW 5 AVE	1285 NW 5TH AVE LLC	Windy Damis
2022-00000526	Active	H-EXTENSION - Extension Hearing	3181 SW 44 ST	3181 SW 44 STREET LLC	Windy Damis
2022-00000834	Active	H-ABATEMENT - Abatement Hearing	5210 SW 28 AVE	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	Windy Damis
2022-00001476	Active	H-EXTENSION - Extension Hearing	2871 W MARINA DR	ZAPP, JULIE	Windy Damis
2022-00001481	Active	H-ABATEMENT - Abatement Hearing	2604 SW 55 ST	LEVY, BETTY	Windy Damis
2023-00000750	Active	H-EXTENSION - Extension Hearing	4885 SW 24 AVE	MARTINEZ, ALEJANDRO	Windy Damis
2023-00000835	Active	H-CONFIRMATION - Confirmation Hearing	5220 SW 28 AVE	WHITE, THOMAS JR	Windy Damis
2023-00001144	Active	H-ABATEMENT - Abatement Hearing	4861 SW 26 AVE	IBCR LLC	Windy Damis
2023-00001307	Active	H-FIRST HEARING - First Hearing	1LOT SW 32 AVE OAKBRIDGE POA	Oakbridge Property owners assn inc	Windy Damis
2023-00001393	Active	H-FIRST HEARING - First Hearing	4837 SW 28 AVE	JAMES & KAREN LLC	Windy Damis
2023-00001423	Active	H-FIRST HEARING - First Hearing	5140 SW 26 AVE	L & Z SERVICES INC	Windy Damis
2024-00000069	Active	H-FIRST HEARING - First Hearing	4900 SW 31 AVE	AG EHC II LEN MULTI STATE 4 LLC % ESSENTIAL HOUSING ASSET MGT LLC	Windy Damis



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 23, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:07 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:	Elora Riera, MMC

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 Presentation - Jacob McKaig - Eagle Scout Project - *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen introduced the item.

Jacob McKaig presented his Eagle Scout Project, a Flag Retirement Box at City Hall, to the Commission.

Each Commission member agreed to donate \$100.00 from their contingency accounts for a total of \$500.00 towards the construction of the box. Commission consensus was received.

Vice Mayor Lewellen made a motion to approve the project presented by Jacob McKaig. Commissioner Salvino seconded the motion which carried unanimously on voice vote.

3.2 Introduction of Dania Pointe Vice President, Meredith Keeler

This item was rescheduled to the next meeting in February.

3.3 Special Event Application - Dolphins Challenge Cancer XIV - *Parks & Recreation*

City Manager Garcia commented that these have been reviewed and approved by all departments.

Commissioner James made a motion to approve the application. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

3.4 Special Event Application - Marina84 Bike Night - *Parks & Recreation*

City Manager Garcia commented that these have been reviewed and approved by all departments.

Vice Mayor Lewellen made a motion to approve the application. The motion was seconded by Commissioner James which carried unanimously on voice vote.

3.5 Presentation on Community Grants Program and Discretionary Use Funds - *Finance*

Chief Financial Officer DiPaolo introduced the item. He discussed the community grants program, eligibility, disallowed expenditures, restrictions, the review process, the discretionary use policy, and the City Commission expense allowance.

Commissioner James asked if the discretionary use is only for non-profits and projects and Chief Financial Officer DiPaolo responded that anything that applies to the community grant program applies to the discretionary use policy. He suggested amending the policy in order to have more flexibility.

Commissioner Davis requested a copy of the presentation and Chief Financial Officer DiPaolo said he would provide a copy to each of the Commission members.

3.6 Olsen Middle School Conceptual Design - *Parks & Recreation*

Parks and Recreation Director Cassi Warren introduced the item and presented the conceptual design for Olsen Middle School.

Commissioner James stated for the record that this design may or may not be the final design.

Commissioner James made a motion to approve the item as presented.

Commissioner Davis asked if there was any community input and Parks and Recreation Director Warren said there was previous community buy-in that was taken into account when the agreement was put together with the school board.

Commissioner Davis commented that the concept she previously received is different than the one being presented. She would like to get community input.

Vice Mayor Lewellen stated that this was discussed with the residents for many years and speaking with the community this satisfies both the students and the needs of the community.

Vice Mayor Lewellen seconded the motion.

Commissioner Davis stated that she would still like to have a community workshop and is asking for that to be included in the motion.

Commissioner James amended her motion to approve the item and to accept the request by Commissioner Davis to have a community workshop to hear from the community. The amendment was accepted by Vice Mayor Lewellen which carried 5-0 on roll call vote.

4. PROCLAMATIONS

None.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia spoke about ARPA funding, Dania After Dark and Dania Pointe. She congratulated the MLK Renaissance Corporation on the planning and execution of the Martin Luther King day events and noted the City will be working together with Dania Pointe to augment, enhance and better schedule events to avoid conflicts. She touched on her visit to Tallahassee and said she anticipates this being another successful year. On January 17th the City had an extensive meeting with Calvin Giordano and Associates regarding the Arts & Entertainment District. The City is looking to extend signage and way-finding signs beyond the CRA. The City will be bringing forward a mid-year budget adjustment to allow for additional license plate readers within the City.

5.2 City Attorney

None.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- February 5, 2024 - CRA/City Workshop Re: PATCH - 4:00 p.m.
- February 13, 2024 - CRA Meeting - 5:30 p.m.
- February 13, 2024 - Regular City Commission Meeting - 7:00 p.m.
- February 27, 2024 - City Commission Workshop Re: Form 6 - 6:00 p.m.
- February 27, 2024 - Regular City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala spoke about recent arrests in the City and homeless outreach. He stated the Sheriff's office is continuing their high visibility patrols at the religious institutions and spoke about the upcoming event at the Holocaust Museum. He explained that the Sheriff's office has a Burglary Operational Plan in place targeting auto thefts and burglaries and an ongoing operation in the northwest section of the City in reference to the recent shooting and they were able to determine that the suspects are from Hallandale.

Sergeant Sepot from the Crime Suppression Team gave a further update on the operation in the northwest section of the City and said that they have partnered with ATF, DEA, Hollywood Police and Hallandale Police and have found that the shootings are tied to the Hollywood Beach Broadwalk shooting on Memorial Day weekend. The department has increased their presence in the area to deter and apprehend people who are there with malicious intent.

Fire Chief Pellecer gave an update on call volumes within the City and tool maintenance for all tools and extricating equipment. He explained that the department inspects tools daily and once a year, the TNT company comes out to the station and inspects all tools to ensure they meet the qualifications if they are ever needed to save someone's life. He has been in touch with Grant Administrator Donnelly, and they are monitoring grants. He said the department participated in the Martin Luther King Parade and this weekend they have the vintage motorcycle event coming up.

Mayor Ryan moved up item 13.1.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- David Reich – 4161 SW 22nd Avenue
- Conrad Taylor – 3135 SW 50th Street
- Robert Mikes – 601 NW 7th Street
- Paul Citro – 254 SW 7th Street
- Vivek Golikeri – 301SE 3rd Street
- Christopher Moore – 750 NE 7th Avenue
- Glenn Straub – 760 Taylor Lane

8. CONSENT AGENDA

Commissioner Davis made a motion to approve the consent agenda minus item 8.9. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

8.1 Minutes: January 9, 2023 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING FOR CONCRETE, ASPHALT, RESURFACING, AND STRIPING SERVICES UTILIZING MIAMI BEACH (ITB) NO. 2023-422-DF ENTITLED, "CONCRETE, CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS AND LAND DELINEATORS", VALID FROM OCTOBER 18, 2023 THROUGH OCTOBER 17, 2026, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) EACH YEAR THE CONTRACT IS IN PLACE AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO DECLARE A GROUP OF 22 VEHICLES AND PIECES OF EQUIPMENT AS SURPLUS PROPERTY AND TO AUTHORIZE THEM TO BE SOLD AT AUCTION UTILIZING AN APPROVED VENDOR, THE ROYAL AUCTION GROUP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF MOBILE COLUMN LIFTS FOR THE FLEET DIVISION IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS AND SIXTY-EIGHT CENTS (\$78,181.68) FROM UNIVERSAL DISTRIBUTION GROUP UTILIZING THE NORTH CAROLINA SHERIFFS ASSOCIATION CONTRACT NUMBER 24-08-0421, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REVISED AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) FOR THE

SW 54TH COURT STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REVISED AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00) FOR THE SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING MODIFICATIONS TO THE AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUND PROJECT LIST AND FUNDING ALLOCATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2023-____

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

This item was pulled from consent for discussion.

City Attorney Boutsis read the title of the resolution into the record.

Commissioner James commented that she had concerns with this item being under consent and asked why it is being brought forward. City Attorney Boutsis commented that in 2021 the code was changed and per the code, it provides that there be a rotating list for towing services.

Discussion ensued regarding the application and the code.

Commissioner James suggested postponing this item and any future applicants to review and possibly amend the code.

Commissioner Davis agreed with Commissioner James and added that this company can remove derelict vehicles and Max Towing could not. Deputy City Manager Sosa-Cruz clarified that the City was looking for a company to remove the boat from the water and the City was told that was not possible. The City worked with BSO's Marine Unit, and they were able to bring the boat from the canal to Griffin Marine boat ramp at which time Mac's Towing was able to pull the boat up the ramp and the City's Public Services team was able to break up the boat and dispose of it. Alpine Towing has the capabilities to remove the boat with a crane and underwater equipment directly from the water. He explained that the reason the code was changed in 2021 was because the City's expectations were not being met. The second company that the City was going to bring in did not pass the criteria and the City removed them. This new company applied under the code that the City has and meets the criteria.

Commissioner Salvino said he understands the administration wanting to have a backup and understands there were issues in the past, but he would like to pass on this item for tonight and do a little more background and inquire of Captain Tarala how many times Mac's Towing has been called and they failed them. If the City must go to rotation, they could be used as necessary if Mac's does not show up. He is asking the Commission to reconsider this item and investigate it a bit more.

Vice Mayor Lewellen requested legal clarification and City Attorney Boutsis suggested the item be tabled and she will get back to the Commission.

Commissioner James made a motion to deny the resolution and to amend the current code. The motion was seconded by Commissioner Davis. The motion carried 4-1 on roll call vote with Vice Mayor Lewellen voting no.

9. BIDS AND REQUESTS FOR PROPOSALS

None.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-052-23), AND WAIVERS (OT-89-23) PURSUANT TO SECTION 700-190 OF THE CITY'S LDC FOR PROPERTY OWNER CITY OF DANIA BEACH, FOR PROPERTY LOCATED AT 100 NW 8TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the ordinance into the record.

Community Development Deputy Director Corinne Lajoie presented the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the resolution. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

10.2 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-069-21MOD3), OF APPLICANT, LENNAR HOMES, LLC, FOR THE PROPERTY LOCATED AT 4900 SOUTHWEST 31ST AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the ordinance into the record.

Mayor Ryan opened the floor to public comments. The following spoke on the item:

- Conrad Taylor – 3135 SW 50th Street

Vice Mayor Lewellen made a motion to continue the item to March 26, 2024 Commission meeting. The motion was seconded by Commissioner James which carried unanimously on voice vote.

10.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY VICE MAYOR LORI LEWELLEN TO RENAME THE PARK PROPERTY LOCATED AT SOUTHEAST 5TH AVENUE FROM SOUTHEAST 10TH TO SOUTHEAST 14TH STREET DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”: CHANGING THE CURRENT PARK NAME FROM LINEAR PARK TO WILLIAM “BILL” HARRIS LINEAR PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks & Recreation*)

City Attorney Boutsis read the title of the ordinance into the record.

Vice Mayor Lewellen presented the item.

Mayor Ryan opened the floor to public comments. The following spoke on the item:

- Robert Mikes – 601 NW 7th Street

Commissioner James made a motion to approve the resolution. The motion was seconded by Commissioner Salvino which carried 5-0 on roll call vote.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Born Learning Trails - *Sponsored by Commissioner Davis*

This item was heard after item #6.

Commissioner Davis introduced the item.

Emilia Vilaire-Monchery of United Way of Broward County provided a presentation on Born Learning Trails.

Mayor Ryan asked if the image of the signs can be edited to match the scenery and Ms. Vilaire-Monchery explained that the signs are already created but she can ask if there can be further edits.

Commissioner James asked about maintenance and Ms. Vilaire-Monchery explained that the United Way has a team of volunteers that can help with regular maintenance as needed.

Commissioner Davis made a motion to approve the item. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13.2 Citywide Business Recruitment Incentives/Initiatives - *Sponsored by Commissioner Salvino*

Commissioner Salvino introduced the item.

There was consensus from the Commission to move forward and allow City staff to come back with information to be provided to the Commission.

13.3 Charter Review Board Recommendations - *City Attorney*

City Attorney Boutsis introduced the item.

Mayor Ryan suggested that the Commission review the recommendations individually and speak with Eve if necessary and to bring it back to the Commission on first reading. There was consensus from the Commission.

13.4 Call to Artist for the City Hall Garage - *Community Development*

Community Development Director Eleanor Norena introduced the item.

Mayor Ryan requested to add an alligator.

Commissioner James would like to add the City logo.

Commissioner Davis would like consensus to work with the artist to have more elements related to the City.

Commissioner Davis made a motion to approve the item. The motion was seconded by Commissioner James which carried unanimously on voice vote.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis gave her condolences to the Nuby family on the loss of David Nuby Sr. She spoke about the trip to Tallahassee and said it was very successful. She thanked Senator Pizzo for the presentation on Form 6 and she is seeking to make the workshop optional as she does not want to duplicate efforts. She encouraged her colleagues to watch the presentation by Senator Pizzo. On behalf of Michelle Hastings, she requests a proclamation for Paula, the host of the Sunday Morning Joy radio show for her 45 years on the radio. Commission consensus was received for the proclamation. Further she is requesting commission consensus to utilize her contingency funds for an ad to celebrate Lori Baer in the MPO Region Awards for her program. There was commission consensus for \$250.00 for a ½ page ad.

15.2 Commissioner James

Commissioner James gave her condolences to the Nuby family on the loss of David Nuby Sr. She expressed her gratitude to Parks & Recreation for going above and beyond to ensure successful events for the Martin Luther King Day events. She thanked the City of Hollywood for their support in purchasing a table at the gala and putting a float in the parade. She thanked Marc at Mad Arts for the use of their facility for the gala and noted she will be submitting a budget to the City Manager and Commission as an increase in funding will be needed to continue to make the event successful. She requested to partner with the Florida Justice Institute to host an Informational Fair on Civil Rights issues next month at C.W. Thomas Park. The cost would be approximately \$3,500.00 to \$4,000.00 from her commission contingency to educate the community in poverty, homelessness, and disability access. Commission consensus was received.

15.3 Commissioner Salvino

Commissioner Salvino gave his condolences to the Nuby family. He encouraged everyone to come out and attend the Vintage Motorcycle Show on Saturday. He gave his condolences to Tamara DeMassis and her family on the passing of her mother-in-law Kathy, who was one of his good friends. He noted the Prestige Club will be holding their etiquette training tomorrow for Dania Beach Elementary and he encouraged his colleagues to come out. He said the Prestige Club will also be holding a fundraising gala in October and the Commission may want to consider purchasing a table.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen gave her condolences to the Nuby family. She reminded everyone of the Celebration of Life for Bill Harris on Thursday and thanked her colleagues for approving the renaming of Linear Park. She wished Jimmy Peterman a Happy Birthday and asked the City to look into contacting FDOT regarding the street signs. She mentioned many of the street names are peeling off and look terrible. She wished her husband a Happy Birthday.

15.5 Mayor Ryan

Mayor Ryan is requesting funds from his contingency to cover the cost to send 2 boys and 2 girls from Post 209 and Post 304 to Tallahassee for Boys State and Girls State. The funds shall not exceed \$6,000.00. Consensus was received from the commission to utilize \$6,000.00 from the commission contingency account. He noted, it if is too late, the funds will go back to the commission contingency. He noted the City has Bill Harris's Celebration of Life on Thursday, the Vintage Motorcycle Show on Saturday, and Four Chaplains Day on Sunday. He encouraged everyone to attend. He gave his condolences to the Nuby family and spoke of the passing of his uncle, Jeffrey Thomas Ryan.

Community Development Director Eleanor Norena reminded everyone of the IGNITE Art and Light Festival at Mad Arts in Dania Beach and Esplanade Park in Fort Lauderdale, the event runs 10:00 a.m. to 10:00 p.m. Wednesday through Sunday.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 10:08 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



City of Dania Beach Finance Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer
Adam Segal, Deputy Finance Director

SUBJECT: A Resolution authorizing an agreement for planning, design, and implementation services for an Automated Metering Infrastructure (AMI) water meter system, and authorizing competitive bidding for the purchase and installation of an AMI water meter system.

Request:

The Finance Department requests approval of a Resolution authorizing an agreement for planning, design, and implementation services for an Automated Metering Infrastructure (AMI) water meter system from Quanta Technology, LLC, without competitive bidding and without advertisement for bids, and authorizing competitive bidding for the purchase and installation of an AMI water meter system.

Background:

The City currently has an outdated water meter system that requires the reading of the City's water meters on a manual basis, which is both labor-intensive and time-consuming. Finance had previously sought funding through the State Revolving Fund through the Florida Department of Environmental Protection, which had approved a \$100,000 loan, to carry out planning for a new Advanced Meter Reading and Automated Meter Infrastructure Project. However, on January 23, 2024, the City Commission authorized the use of American rescue Plan Act (ARPA) funds in the amount of \$1.5m to facilitate the planning and construction of this project.

The City of North Lauderdale recently awarded a bid for such services to Quanta Technology, whom the City wishes to utilize this contract and waive competitive bidding. Quanta Technology has submitted a proposal to the City for the amount of \$263,015 to plan, design, and oversee implementation of such a system once it is awarded for the construction phase.

Budgetary Impact

Proposal from Quanta - \$263,015

Funding provided by ARPA Funds - \$263,015 to be split between the water and sewer Finance Distribution Divisions

AMI system is estimated to cost \$1,500,000; funding is provided by ARPA and Water and Sewer

Fund Reserves.

Recommendation

Approve the Resolution authorizing an agreement for planning, design, and implementation services for an Automated Metering Infrastructure (AMI) water meter system, and authorize competitive bidding for the purchase and installation of an AMI water meter system.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR PLANNING, DESIGN, AND IMPLEMENTATION SERVICES FOR AN AUTOMATED METERING INFRASTRUCTURE (AMI) WATER METER SYSTEM FROM QUANTA TECHNOLOGY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF NORTH LAUDERDALE, FLORIDA REQUEST FOR PROPOSALS (RFP) 23-PW-008; FURTHER, AUTHORIZING COMPETITIVE BIDDING FOR THE PURCHASE AND INSTALLATION OF AN AMI WATER METER SYSTEM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE..

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

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

WHEREAS, the City Commission of the City of Dania Beach has previously authorized State Revolving Loan funding for the planning and design of an Advanced Metering Infrastructure (AMI) water meter system; and

WHEREAS, the City Administration is requesting approval to waive competitive bidding for the procurement of AMI Consulting Services from Quanta Technology, LLC (Quanta) utilizing the City of North Lauderdale’s (RFP) No. 23-PW-008, entitled “Automated Meter Reading and Advanced Metering Infrastructure Consulting Services”, exceeding the City’s annual vendor threshold of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City has obtained a proposal from Quanta in the total amount of Two Hundred Forty-Five Thousand Five Hundred and Forty Dollars (\$245,540.00) for planning, design, bidding assistance, and implementation services, plus travel costs estimated at approximately Twenty Thousand Dollars (\$20,000.00), which proposal and piggy back agreement are incorporated by reference and attached as “Exhibit A; and

WHEREAS, on January 23, 2024, the City Commission approved Resolution 2024-011 to utilize American Rescue Plan Act (ARPA) funding in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) towards the planning and construction of an AMI water meter system and therefore, the City will forego the previously authorize State Revolving Fund loan.

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

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

Section 2. That the proper City officials are authorized to execute a final agreement with Quanta under the City of North Lauderdale (RFP) No. 23-PW-008, which agreement is attached and incorporated by reference as Exhibit A.

Section 3. That the proposal amount of Two Hundred Forty-Five Thousand Five Hundred and Forty Dollars (\$245,540.00) plus travel costs shall be transferred from the 150 Fund (ARPA-SLFRF) in an even split to the Water and Sewer Fund, Finance Distribution Division’s account No’s. 401-17-05-533-31-10 and 402-17-05-535-31-10 exceeding the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00).

Section 4. Following completion of planning and design, the City is authorized to competitively bid the implementation phase of the project.

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

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



CONTRACT BETWEEN THE CITY OF NORTH LAUDERDALE AND QUANTA TECHNOLOGY, LLC

ARPA FEDERAL GRANT FUNDED PROJECT

THIS CONTRACT ("Contract"), dated this 13 day of December, 2023, and is entered into by and between:

CITY OF NORTH LAUDERDALE, a municipal corporation of the State of Florida with a business address of **701 SW 71st AVENUE, NORTH LAUDERDALE, FLORIDA 33068** hereinafter referred to as "CITY,"

and

QUANTA TECHNOLOGY, LLC, a Delaware limited liability company authorized to do business in the State of Florida, with a principal address of **4020 WESTCHASE BOULEVARD, SUITE 200, RALEIGH, NORTH CAROLINA, 27607** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1- PREAMBLE

In order to establish the background, context, and form of reference for this Contract, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

- 1.1 On July 27, 2023, the CITY advertised its notice to proposers of the CITY's desire to hire a firm to provide Consulting Services for Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI), as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said **Request for Proposal (RFP) # 23-PW-008**.
- 1.2 On September 11, 2023, the Procurement opened proposals were opened at City Hall.
- 1.3 On October 11, 2023, the CITY's selection evaluation committee (SEC) met to review and score the proposal that was received at a publicly noticed open to the public evaluation meeting.
- 1.4 On November 11, 2023, the City Commission accepted the results of the SEC at a publicly noticed open-to-public commission meeting that allowed the City Manager to begin negotiations through Resolution 23-11-1361.



- 1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken, and this Agreement incorporates the results of such negotiation.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES

- 2.1 CONSULTANT hereby agrees to Consulting Services for Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI), as more particularly described and in accordance with the scope of work and special conditions outlined in the specifications and **Scope of Services**, attached hereto as **Exhibit "A"** and by this reference made a part hereof and CONSULTANT proposal attached hereto as **Exhibit "B"** and by this reference made a part hereof. CONSULTANT agrees to perform all services required pursuant to this Agreement.
- 2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONSULTANT shall supervise the workforce to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONSULTANT shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONSULTANT shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONSULTANT's expense.
- 2.4 CONSULTANT shall provide CITY with seventy-two (72) hours written notice prior to the commencement of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.5 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.6 CONSULTANT hereby represents to CITY that CONSULTANT is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONSULTANT agrees to maintain such licenses during the term of this Agreement. If CONSULTANT's license is revoked, suspended, or terminated for any reason by any governmental agency, CONSULTANT shall notify the CITY immediately.
- 2.7 CONSULTANT shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONSULTANT, its employees, agents or subconsultants, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.
- 2.8 CONSULTANT agrees that all meetings relating to the services herein require shall take place at a CITY facility or via conference call, where practicable. Work performed pursuant to this Agreement shall take place with a CITY representative present, if CITY so desires.

ARTICLE 3 – CONTRACT PROJECT TERM

- 3.1 CITY is requiring the CONSULTANT to complete this project within SIXTEEN (16) months minus any weather delays or current infrastructure problems.



- 3.2 CONSULTANT shall notify the CITY's PROJECT MANAGER, in writing, of any change in the names and addresses of each sub-CONSULTANT proposed for principal parts of the Project, and any changes in sub-CONSULTANTS from those proposed in CONSULTANT's bid proposal, and for such others as the CITY's PROJECT MANAGER may direct, and shall not employ any that CITY may, within a reasonable time, object to.

ARTICLE 4 - COMPENSATION AND METHOD OF PAYMENT

- 4.1 The CITY agrees to compensate CONSULTANT monthly for all equipment provided and for work that has been completed, inspected, and properly invoiced in accordance with the price terms set forth in **Exhibit "B"** attached hereto and made a part hereof by this reference. The total compensation for all services herein are outlined below.

- 4.2 The milestone schedule will be as follows:

Milestone Payment Schedule		Cost Per Milestone
Phase 1: Completion of Project Kickoff	10%	\$27,800.00
Phase 1: Completion of Long-Term Smart Grid Strategy & Business Process Reviews	10%	\$27,800.00
Phase 1: Completion of Field Studies and presentation for options on upgrades/replacements	15%	\$41,700.00
Phase 1: Completion of remaining items; RFP Specification, Vendor Pre-qualification & Research on Current product and service offerings/present to the City	15%	\$41,700.00
Phase 2: Completion of Vendor Selection & Recommendation	15%	\$41,700.00
Phase 2: Completion of remaining activities (incl. Contract negotiation)	15%	\$41,700.00
Phase 3: Completion of System Integration & FSAT and Limited Deployment Evaluation (Ready for Mass Deployment)	10%	\$27,800.00
Phase 3: Completion of Full Deployment and Final System Acceptance Test	10%	\$27,800.00
Grand Total	100%	\$278,000.00
Other Costs		
Travel, lodging, and materials will be billed at cost with no markup. Typical travel trips required to support the project implementation include the following. For details on the trips, days, and staff, see Section 4: Proposed Pricing in the technical proposal.		
ITEM		
PH1: Business Process Workflows		\$2,940.00
PH1: Field & Asset Study		\$1,620.00
PH1: Council Presentation		\$1,870.00
PH2: Short List Presentations Meeting		\$ 1,010.00
PH2: Council Presentation		\$1,870.00



PH3: Vendor Kickoff Meeting		\$1,010.00
PH3: Integration FSAT testing		\$ 2,405.00
PH3: Added travel during mass deployment		\$ 3,030.00
PH3: Final Acceptance / Business Readiness		\$ 1,870.00
Grand Total		\$17,625.00

- 4.3 To the extent that CONSULTANT engages subconsultants to perform pursuant to this Agreement CONSULTANT shall be solely responsible for making payment to its subconsultants. CITY shall not have any obligation to pay or to see the payment of any monies to any subconsultant.
- 4.4 Any contingency or allowance incorporated into the contract sum authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the owner's contingency to reimburse CONSULTANT for the related permit, license, impact or inspection fees. **It is hereby understood and agreed that the CONSULTANT shall not expend any dollars in connection with the CITY'S contingency or allowance without the expressed prior written approval from the City Manager.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONSULTANT shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative.
- 4.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes

ARTICLE 5 - WAIVER OF LIENS

Prior to final payment of the amount due under the terms of this Contract, a final waiver of lien shall be submitted by the CONSULTANT as well as all suppliers and subconsultants who worked on the project that is the subject of this Contract. Payment of the invoice and acceptance of such payment by CONSULTANT shall release CITY from all claims of liability by CONSULTANT in connection with this Contract.

ARTICLE 6 - WARRANTY

- 6.1 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.
- 6.2 CONSULTANT warrants to CITY that they shall comply with all applicable federal, , state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.
- 6.3 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they 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 their ability to perform their obligations under this Agreement.
- 6.4 No warranty, express or implied, may be modified, excluded,, or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

ARTICLE 7 - CHANGES IN SCOPE OF WORK



- 7.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibits "A" and "B"**, attached hereto and by this reference made a part hereof, as more particularly described in Article 2 of this Contract. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the of the CITY's Code of Ordinances, and must be contained in a written amendment or change order, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Contract, including the initiation of any additional or extra work.
- 7.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written Contract or change order executed by the Parties hereto.

ARTICLE 8 – INDEMNIFICATION AND LIMITATIONS OF LIABILITY

- 8.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of or resulting from negligence, recklessness, or intentional wrongful misconduct of CONSULTANT or its employees, agents, servants, partners, principals or subconsultants. The CONSULTANT shall pay all third-party claims and losses in connection therewith and shall investigate and defend all claims, suits or actions related to the contents of this Section in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
- 8.2 Other than with regard to third party claims indemnified hereunder by CONSULTANT, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of CONSULTANT and CONSULTANT Indemnified Parties under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance CONSULTANT is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid to CONSULTANT under or for this Agreement or the relevant Order.
- 8.3 Notwithstanding any other provisions of this Agreement to the contrary, neither CITY nor CONSULTANT shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to CONSULTANT's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to CITY's liability, if any, for payment for termination without cause or suspension of CONSULTANT without CONSULTANT's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.



- 8.4 Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive indefinitely.
- 8.5 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 CONSULTANT.
- 8.6 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 9 - INSURANCE

- 9.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 9.2 CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subconsultant to commence work on any subcontract until all similar such insurance required of the subconsultant has been obtained and similarly approved.
- 9.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Contract. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 9.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONSULTANT shall obtain written Contract from its agent to provide the CITY thirty (30) days' notice of cancellation.
- 9.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Contract are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Contract unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 9.6 **REQUIRED INSURANCE.**
- CONSULTANT agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Consultant.



- A. Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability of **\$1,000,000** each occurrence, **\$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds
- B. Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.
- C. Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability of **\$500,000** per claim, **\$1,000,000** annual aggregate, or a **\$1,000,000** combined single limit. When a self- insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims- Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Consultant agrees to purchase a SERP with a minimum reporting period of **two (2)** years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.
- D. Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability to the extent of Consultant's expressly assumed indemnification obligations under this Agreement with the following, or similar endorsement providing equal or broader Additional Insured coverage, the GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the GC 20 10 04 13 Additional Insured – Owners, Lessees, or CONSULTANTS endorsements in combination with the additional endorsement GC 20 04 13 Additional Insured – Owners, Lessees, or CONSULTANTS – Completed Operations shall be required to provide back coverage for the CONSULTANT's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of North Lauderdale."
- E. Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Consultant. When required by the insurer, or should a policy condition not permit Consultant to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.
- F. Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall



provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

City of North Lauderdale
Attn: Risk
City of North Lauderdale
701 SW 71st Ave
North Lauderdale, FL 33068

- G. Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

ARTICLE 10 - NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services. The CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 11 - INDEPENDENT CONSULTANT

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent CONSULTANT under this Contract and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, Federal or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as



creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12 - TERMINATION

- 12.1 **Termination for Convenience.** This Contract may be terminated by CITY for convenience, upon providing seven (7) business days written notice to the CONSULTANT for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination plus reimbursement of any costs incurred by CONSULTANT in reasonable anticipation of completion of the project that cannot otherwise be mitigated. In the event that CONSULTANT abandons this Contract or causes it to be terminated, CONSULTANT shall indemnify CITY against loss pertaining to this termination.
- 12.2 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Contract shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fourteen (14) days after receipt by CONSULTANT of written notice of such neglect or failure.
- 12.3 This Contract may be terminated by the CITY at any time before issuance of a Notice to Proceed. If this Contract is cancelled in such manner, the CONSULTANT shall not be entitled to compensation under this Contract.

ARTICLE 13 - UNCONTROLLABLE FORCES

- 13.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, act of God, war, riot, civil disturbance, sabotage, and governmental actions.
- 13.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 14 - CONTRACT SUBJECT TO FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 15 - GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Contract shall be in Broward County, Florida.

**ARTICLE 16 - SIGNATORY AUTHORITY**

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Contract.

ARTICLE 17 - MERGER; AMENDMENT

This Contract constitutes the entire Contract between CONSULTANT and CITY, and negotiations and oral understandings between the Parties are merged herein. This Contract can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.

ARTICLE 18 - DEFAULT OF CONTRACT & REMEDIES

- 18.1 **Correction of Work.** If, in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Contract, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and replace any personnel who fail to perform in accordance with the requirements of this Contract. CITY shall be the sole judge of non-conformance and the quality of workmanship, but shall apply reasonable standards as accepted in the industry.
- 18.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Contract by CONSULTANT:
- 18.3.1 The abandonment of the project that is the subject of this Contract by CONSULTANT for a period of more than seven (7) business days.
 - 18.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Contract or neglect, or refusal to comply with the instructions of the CITY's Project Manager relative thereto.
 - 18.3.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Contract to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
 - 18.3.4 The assignment and/or transfer of this Contract or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.
 - 18.3.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Contract, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially



all of CONSULTANT's assets, or for CONSULTANT's interest in this Contract, where such seizure is not discharged within thirty (30) days.

18.4 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of this Contract. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Contract and notify CONSULTANT of such declaration of default and terminate the Contract. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Contract and assume the work of CONSULTANT and proceed to perform services under the Contract, at its own cost and expense.

18.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONSULTANT had the CONSULTANT continued to perform the services under the Contract.

18.4.2 CITY may complete the Contract, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Contract, and charge the cost of same to CONSULTANT and/or the Surety together with the cost's incident thereto to such default.

18.4.3 In the event CITY completes the Contract at a lesser cost than would have been payable to CONSULTANT under this Contract, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

18.4.4 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Contract at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 19 – BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20 – DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Contract, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Contract as interpreted by CITY regardless of such dispute. Failure of CITY to pay CONSULTANT for a period of three (3) months or more, unrelated to a funding issue, shall be an



exception to this requirement and CONSULTANT may stop work until said amounts are paid. CONSULTANT expressly agrees that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 21 – PUBLIC RECORDS

21.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Laws. Specifically, the CONSULTANT shall:

21.1.1 Keep and maintain public records required by the CITY to perform the service;

21.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, following completion of the Contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

21.1.4 Upon completion of the Contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

21.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

**701 SOUTHWEST 71ST AVENUE NORTH
LAUDERDALE, FL 33068 (954) 724-7056**

CITYCLERK@NLAUDERDALE.ORG

ARTICLE 22 – FEDERAL GRANT REQUIREMENTS



Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federal required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any SUB-CONSULTANT under the terms of this Contract. The prime CONSULTANT shall be responsible for the compliance by any SUB-CONSULTANT or lower-tier SUB-CONSULTANT with all of these contract clauses:

22.1 Equal Employment Opportunity. During the performance of this contract, CONSULTANT agrees as follows:

- 22.1.1** CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 22.1.2** CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 22.1.3** CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.
- 22.1.4** CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post



copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONSULTANT will include the provisions of paragraphs (22.1.1 through (22.1.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

22.2 **Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

22.3 **Copeland "Anti-Kickback" Act.** CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "CONSULTANTS and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the



compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

22.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No CONSULTANT or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in this section, paragraph (i), the CONSULTANT and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

22.4.3 **Withholding for unpaid wages and liquidated damages.** City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or SUB-CONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.



- 22.4.4 **Subcontracts.** CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (24.4.4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUB-CONSULTANT or lower tier subconsultant with the clauses set forth in paragraphs (22.4.4) through (22.4.4) of this section.
- 22.5 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). City will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 22.5.1 **Clean Air Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- 22.5.2 **Federal Water Pollution Control Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- 22.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the CONSULTANT's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from



this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).

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

22.8 Compliance with State Energy Policy and Conservation Act.

CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 Procurement of Recovered Materials. The City and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.10 Reporting. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 No Obligation by the Federal Government.

22.11.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

22.11.2 CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It



is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

22.12 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.13 Fraudulent Statements. CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

22.14 Rights to Inventions. CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.15 DHS Seal, Logo, and Flags. CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.16 Prohibition on Contracting for Covered Telecommunications Equipment or Services. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception described below applies, the CONSULTANT and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.16.1.1 (Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or



22.16.1.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 Exceptions.

22.16.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 **Reporting Requirement.** In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subconsultant at any tier or by any other source, the CONSULTANT shall report the following information to City: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information to City CONSULTANT shall report: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other



manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 Affirmative Socioeconomic Steps. If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses.

22.19 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONSULTANT grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

ARTICLE 23 - MISCELLANEOUS

- 23.1 Ownership of Documents:** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 23.2 Ownership of Pre-Existing Intellectual Property.** CITY acknowledges that, as between CONSULTANT and CITY, any intellectual property that CONSULTANT developed independently of CITY and/or pre-exists CONSULTANT's performance of the Work pursuant to this Agreement ("**Pre-Existing IP**") is the sole and exclusive property of CONSULTANT. If any Pre-Existing IP is incorporated into the Work or any Deliverable, CONSULTANT hereby grants to CITY a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such Pre-Existing IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any Affiliate.
- 23.3 Legal Representation:** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 23.4 Records:** CONSULTANT shall keep such records and accounts and require any and all subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and



any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

- 23.5 Assignments; Amendments:** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
- 23.6 No Contingent Fees:** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 23.7 Notice:** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Michael Sargis, City Manager
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Telephone No.: (954) 722-0900

COPY TO: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONSULTANT: Quanta Technology, LLC
4020 Westchase Boulevard, Suite 300
Raleigh, NC 27607
Telephone No.: 919-334-3089
FIN/EIN: 56-2677058
Contact: David Elizondo
Telephone No. 919-609-7695
Email: invoices@quanta-technology.com

**CONSULTANT: Registered Agent Name & Address**

Quanta Technology, LLC
CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

- 23.8 Binding Authority:** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- 23.9 Headings:** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.
- 23.10 Exhibits:** Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.
- 23.11 Severability:** If any provision of this Contract or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 23.12 Extent of Contract:** This Contract represents the entire and integrated Contract between CITY and CONSULTANT and supersedes all prior negotiations, representations or Contracts, either written or oral.
- 23.13 Conflict:** In the event of any conflict or ambiguity by and between the requirements of this Contract, and Exhibit "A", and Exhibit "B", the terms of this Contract shall prevail, followed by Exhibit "A" and Exhibit "B".
- 23.14 Waiver:** Failure of CITY to insist upon strict performance of any provision or condition of this Contract, or to execute any right there in contained, 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.
- 23.15 Attorneys' Fees:** In the event that either party brings suit for enforcement of this Contract, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 23.16 Protection of City Property:** At all times during the performance of this Contract, CONSULTANT shall protect CITY's Property from all damage whatsoever on account of the work being carried on under this Contract.
- 23.17 Counterparts and Execution:** This Contract may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same Contract. Execution and delivery of this Contract by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 23.18 Compliance with Statutes:** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.



23.19 Scrutinized Companies: By execution of this Contract, CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

23.19.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.19.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company:

21.18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

21.18.2.2 Is engaged in business operations in Syria.

23.20 E-Verify: CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

23.20.1 Definitions for this Section:

23.20.1.1 "CONSULTANT" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONSULTANT" includes, but is not limited to, a vendor or consultant.

23.20.1.2 "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a CONSULTANT or another subconsultant in exchange for salary, wages, or other remuneration.

23.20.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

23.20.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTS shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

23.20.2.1 All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the Contract; and



- 23.20.2.2** All persons (including subvendors/ subconsultants/ subconsultants) assigned by CONSULTANT to perform work pursuant to the Contract with the City of North Lauderdale. The CONSULTANT acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and
- 23.20.2.3** The CONSULTANT shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONSULTANT shall also require all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS



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

ATTEST:

CITY OF NORTH LAUDERDALE:

ELIZABETH GARCIA-BECKFORD
CITY CLERK

MICHAEL SARGIS, CITY MANAGER

DATE

DATE

12/13/23

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY

DATE

12/13/23

ATTEST

CONSULTANT:

QUANTA TECHNOLOGY, LLC

SIGNATURE

SIGNATURE OF PRESIDENT

Jesus Gonzalez
NAME

Damir Novosel

NAME OF PRESIDENT

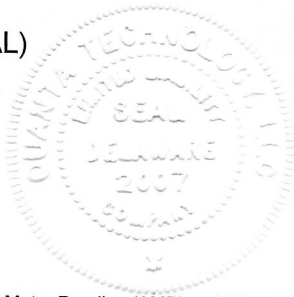
DATE

DATE

12/16/23

12/6/2023

(CORPORATE SEAL)



**CORPORATE ACKNOWLEDGEMENT**STATE OF NORTH CAROLINACOUNTY OF WAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER 2023, by DAMIR NOVOSEL on behalf of QUANTA TECHNOLOGY, LLC, a LIMITED LIABILITY CO.. He/she is personally known to me or has produced DRIVER LICENSE as identification.

NOTARY PUBLIC

STEPHANIE TRAMMELL

(Name of Notary Typed, Printed or Stamped)

MY COMMISSION EXPS: 3/29/2026

Title or Rank



Serial number, if any



PROPOSAL

Advanced Metering Infrastructure (AMI) Consulting Services

PREPARED FOR

City of Dania Beach

DATE

January 12, 2024

PREPARED BY

Jesus Gonzalez, PMP
JGonzalez@Quanta-Technology.com
919.428.9332

Lou Santilli
LSantilli@Quanta-Technology.com
919.903.2207

24G001

ADDRESS

4020 Westchase Boulevard, Suite 200
Raleigh, NC 27607

LOCATIONS Raleigh (HQ) | Toronto | San Francisco Bay Area | Southern California | Chicago

PHONE 919.334.3000

WEB Quanta-Technology.com



CONFIDENTIAL/PROPRIETARY

This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC, in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) except with the written permission of Quanta Technology and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required to permit evaluation of this document. If a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the right to duplicate, use, or disclose the data is granted to the extent provided in the contract.

VERSION HISTORY

VERSION	DATE	DESCRIPTION
1.0	January 12, 2024	Initial submission



Executive Summary

Quanta Technology welcomes the opportunity to work with the City of Dania Beach (the City) to support adopting an advanced metering infrastructure (AMI) solution for its approximately 4,800 water accounts. We are an independent and diverse consulting company with more than 300 experienced consultants and industry experts. We are headquartered in Raleigh, North Carolina, with supporting offices in Illinois, California, and Canada. Over the years, we have helped many clients with AMI deployments and smart grid roadmap creation and implementation. Our experts can help you select an AMI solution to meet your needs and provide various services to leverage your investment. These benefits enable future initiatives and technologies, such as automated meter reading, customer portal, enhanced events/alarms notifications, advanced analytics, service disconnect/reconnect, pressure and leak detection, water balance, and more.

Our dedicated team of experts has decades of direct AMI project implementation experience. The team has collectively deployed more than 130 systems ranging from several thousand metering endpoints to millions of endpoints spanning large geographic footprints. Many of these projects have water and electric services and water-only areas. Because of this experience, we understand what it takes to fully adopt new technology into your workplace, business processes, and community. We have similar projects in your area as part of our work with Florida Municipal Power Agency (FMPA) members and municipalities, which we believe can bring significant synergies for you to leverage. We encourage you to contact our references to understand better their project journeys and how we have supported them by delivering quality and effective services. (Our references are listed in Section 4.)

Quanta Technology employs a native three-phase delivery approach tailored to meet your needs. Based on our discussions, we have included a full set of services through all three project phases, providing you with business process readiness reviews, a technology roadmap, solution costing/indicative pricing, customer communication planning, RFP technical specification and bid package, vendor selection, contracting, and implementation support. We believe this package will maximize your project success and provide a holistic approach to new technology adoption, including considerations for people, processes, end customers, and technology.

Thank you again for the opportunity to respond to your needs, and we hope you will find that our proposal meets your requirements. Our team members are equipped and available to provide dedicated, ongoing technical support as required.

Feel free to reach out with any questions you may have. My email address is jgonzalez@quanta-technology.com, and my telephone number is (919) 428-9332.

Sincerely,

Jesus Gonzalez, PMP
Principal Advisor



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1 Proposed Work Plan and Methodology

Through years of past advanced metering infrastructure (AMI) deployment experience and talking to various utility customers, we have seen system deployments minimized or fail—not for technical reasons but due to a lack of support within the utility, the implementation vendor, and/or the community. Successful system implementations involve business, organizational, and technical collaboration. We offer a big-picture approach founded upon four focus areas as pillars for project success (Figure 1-1):

- **People:** The keys to successful new technology adoption involve forming a cross-departmental project team, actively participating throughout the deployment, properly training staff in AMI operations, and supporting business processes.
- **Processes:** We will conduct a comprehensive business readiness assessment with key City of Dania Beach (the City) stakeholders to fully define the City’s needs, ensuring the solution can meet those needs. Also, we will conduct a business readiness assessment before going live to ensure operational success.
- **Customer engagement:** Community outreach and involvement are keys to successful deployments. So, we use community events, such as AMI Day, and provide advice regarding proper and consistent customer communication/messaging throughout the deployment.
- **Technology:** Finding the right technology fit and vendor is key to a successful AMI deployment. The vendor must provide the right proven technology and deliver services reliably and efficiently to ensure the technology is deployed successfully. We focus on reliable vendors with proven technology on deployed systems backed by customer references that can evolve to meet future needs.

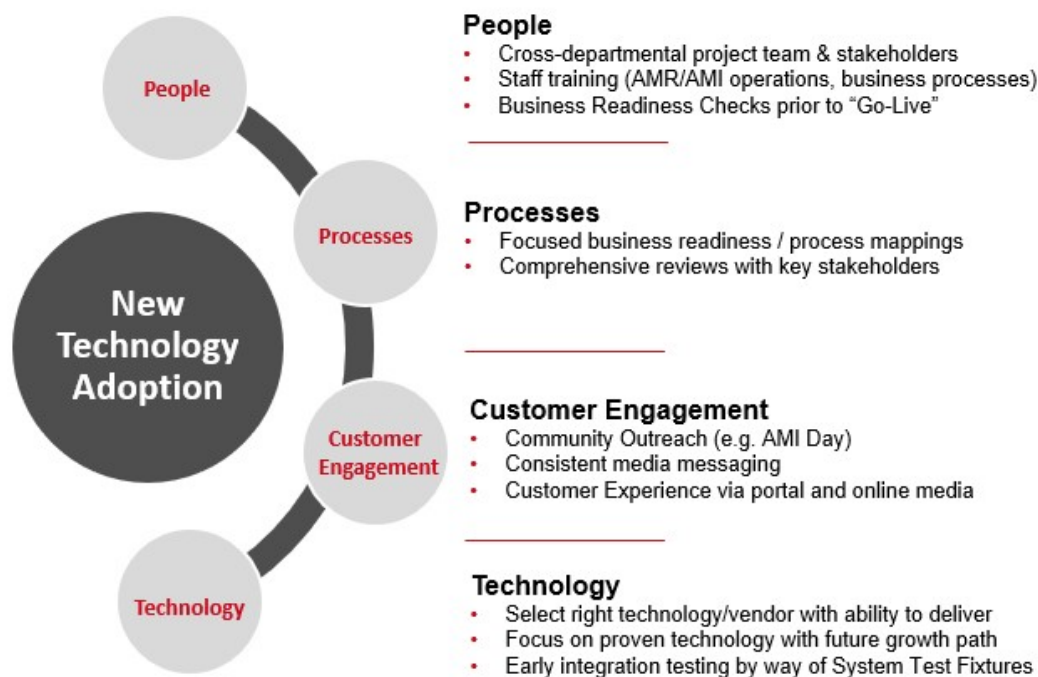


Figure 1-1. Quanta Technology’s New Technology Adoption Philosophy



1.1 Project Methodology

Our municipal clients have well received Quanta Technology's proven three-phase project approach. The municipality council can fund each phase incrementally if desired, and we can adjust future phases to meet your specific project needs. Per our discussion, we have adapted our phase content to reflect your stated needs (Figure 1-2) and provided a few optional services that may bring additional value to the project.

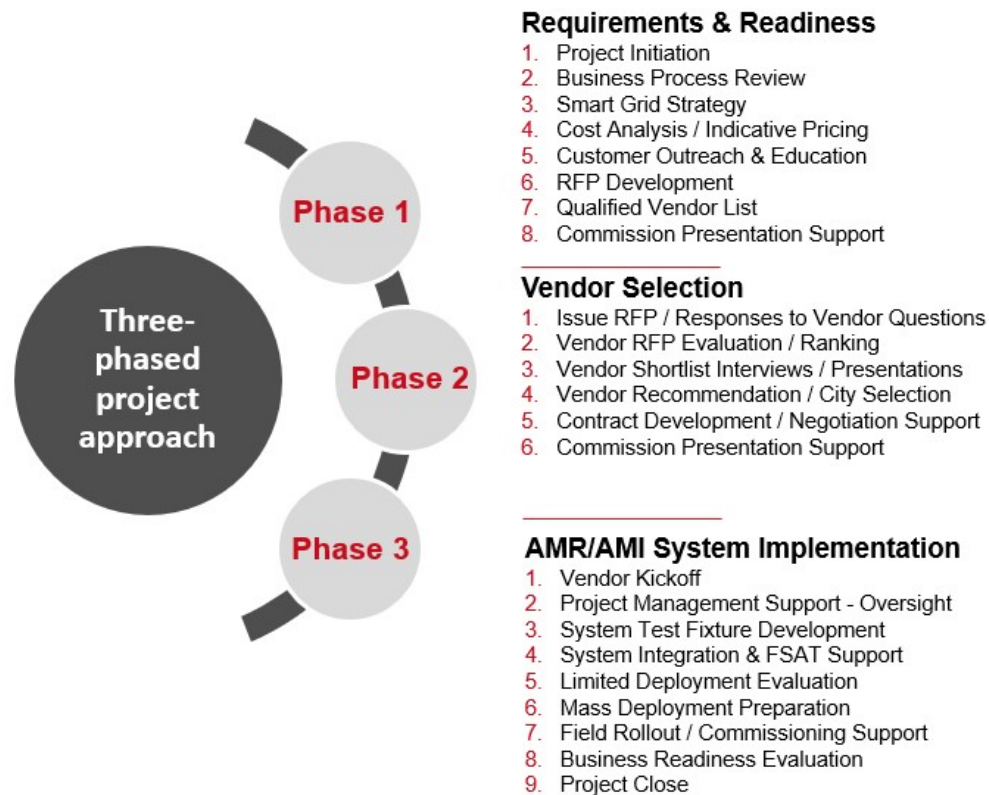


Figure 1-2. Quanta Technology's Three-Phase Project Approach



1.2 Phase 1: Requirements and Readiness

Phase 1 of the project involves business readiness workshops and artifacts, request for proposal (RFP) specification development, vendor pre-qualification, and support for a subsequent city council presentation. Careful planning is essential to the success of an AMI project. Many utilities neglect this phase in their rush to deploy the technology and discover later that they have missed some important opportunities for operational enhancements, leaving them unable to realize many of AMI's potential benefits. Quanta Technology believes in heavy upfront investment to secure downstream success.

1.2.1 Project Initiation

The project will begin with a kickoff meeting in person or via a conference call. The kickoff meeting is expected to do the following:

1. Introduce project personnel
2. Ensure the scope of work (SOW) is clear to all team members
3. Update the SOW, if needed, based on detailed discussions
4. Ensure responsibilities for all project members are understood
5. Identify subject matter experts and stakeholders
6. Develop a communication plan for internal project communications
7. Review and update the schedule as needed
8. Discuss project expectations of all parties

In addition, to make it as easy on you as possible, we will provide you with an information request packet detailing general information to help us better prepare for the meeting and forthcoming RFP specification development effort. Typical information requested includes the following:

1. The City's organization chart (indicating the team members who will be working on the project)
2. Customer Information System (CIS) account data for water metering endpoints, including the number of metering endpoints and relevant information (location, water meter sizes, types [compound, displacement, etc.], potable vs. reclaimed, models, etc.)
3. A service territory map indicating metering endpoint placement
4. Topology of the area to be covered
5. Predicted growth patterns
6. External constraints, requirements, and regulations

1.2.2 Business Process Review

Shortly after the project's kickoff, we will work with you to schedule an AMI business process readiness assessment. This typically involves one or two conference calls where we obtain the items requested in the information request packet and ask clarifying questions. These calls help better define the agenda for a follow-up three-day onsite meeting and workshop designed primarily for information gathering. Onsite workshops typically involve a series of staff interviews and group sessions to understand better customers' needs, challenges, related capabilities status, and areas of interest. It may also involve a review of field assets and points of interest. The information-gathering workshop aims to understand the City's current business practices, priorities, needs, gaps, and future desires. This information will help us customize our extensive RFP specification to tailor an AMI solution for the City. Typical topics that are covered include the following:



- Local area network (LAN) and potential solution topologies (e.g., Mesh, Star [point to multi-point])
- Wide area network (WAN) infrastructure (e.g., cellular, fiber)
- Basic billing functions (including handling compound water meters)
- Remote connect/disconnect
- Customer engagement plans
- Customer portal
- Leak detection
- Backflow prevention
- Non-pay and move-in/out
- Tamper and other losses
- Water mass balance
- Customer event notification options
- Billing schedule flexibility
- Pre-payment
- Data analytics

For example, we may discuss water mass balance based on the American Water Works Association (AWWA) Water Balance Model shown in Figure 1-3, what may need to be considered for computing a water balance, and the benefits of pursuing this computation (AMI influences yellow items, and red items are loss-related).

System Input Volume	Authorized Consumption	Billed Authorized Consumption	Billed Metered Consumption Revenue	Revenue Water
			Billed Unmetered Consumption Revenue	
	Water Losses	Unbilled Authorized Consumption	Unbilled Metered Consumption	Non- Revenue Water
			Unbilled Unmetered Consumption	
		Apparent Losses	Unauthorized Consumption	
			Customer Metering Inaccuracies	
	Real Losses		Leakage on Transmission and Distribution Mains	
			Leakage and Overflows at Storage Tanks	
			Leakage on Service Connections, up to Customer	

Figure 1-3. AWWA Water Balance

As part of the onsite workshops, we will walk through a comprehensive list of operational processes and discuss how these are performed today and how the adoption of AMI technology impacts them. The typical processes covered are listed in Table 1-1.



Table 1-1. Process Examples That Will Be Mapped During Interviews

ITEM	PROCESS
1	Calibration/Testing
2	Meter Repair/Return Process
3	Periodic Testing
4	New Installation
5	Replacement Installation
6	Indoor/Outdoor Installation Considerations
7	Leak: Customer Side
8	Leak: Utility Side
9	Leak: Septic Forgiveness
10	Bulk Sales (Temporary Meter)
11	Stopped Meter
12	Damaged Meter
13	Tamper/Theft Shutoff
14	Non-Pay Shutoff
15	Move-In/Move-Out Turn On/Shutoff
16	Billing Name/Address Change
17	Billing Dispute Re-Read
18	Read-to-Billing Process
19	Inventory Process
20	Inadvertent Meter Swap
New AMI-Only	
1	Opt-Out
2	Event Management
3	Firmware Updates
4	Customer Portal and Other New Interfaces
5	Medical Do Not Disconnect
6	Tri-State Water Meters (On, Off, Restricted Flow)
7	Others, Depending on the Utility

The information gathered from the onsite meetings and subsequent discussions will be used to develop a Phase 1 Requirements and Readiness Findings document, which will include the following:

- Key findings and notes
- AMI priorities that define the City's needs across all departments and stakeholders
- A pitfall avoidance report
- Dataflows ("as is" and "as will be")
- CIS data meter summary (quantities, types, etc.)

These elements are further described in the sections below and serve as the main deliverables of the assessment.



1.2.2.1 Key Findings and Notes

After carefully reviewing and studying all the information gathered at the workshops and through the request packet, we will provide you with our key findings. We will note strengths, gaps, and areas to consider to successfully adopt an AMI solution that will meet the City's current needs and support future growth areas. The findings will be presented as part of the Phase 1 findings document that forms the Business Readiness Assessment Deliverable.

1.2.2.2 Pitfall Avoidance Report

Quanta Technology will leverage its industry and previous project deployment implementation experiences (more than 130 AMI systems) to guide possible project pitfalls that may arise and actions that can be taken to avoid these challenges. These recommendations will be included as part of a business readiness assessment packet. This will help you avoid some of the common mistakes traditionally seen in AMI deployments.

1.2.2.3 Smart Grid Strategy

The business readiness assessment includes an effort to help the City develop a smart grid strategy that assesses the current state, gaps, and both short-term and long-term objectives in line with the City's strategic objectives. As part of this effort, we will develop an AMI Priorities Model similar to the hierarchy in Figure 1-4, where smart-grid needs are shown in order of priority. The interviews conducted during the onsite workshops will develop high-level and short- and long-term strategic priorities.

The starting point will be a broad list of available AMI functionality. During discussions with the City, we will document the priorities and justify the functionality. A more specific definition of the functionality will be developed. Finally, the foundational components necessary to support the functionality will be defined. Based on the City's priorities and well-defined functionality, the RFP technical specification will be written to address these requirements.

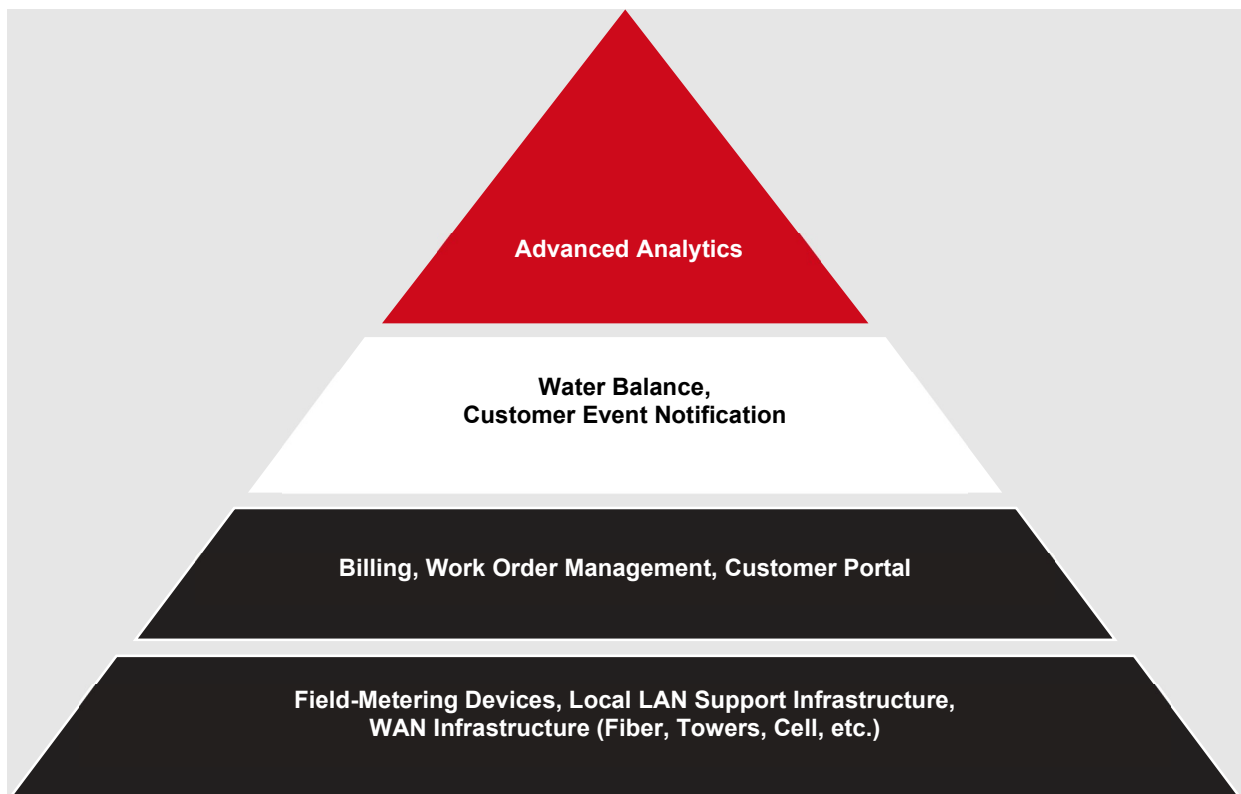


Figure 1-4. Example of AMI Implementation Hierarchy

1.2.3 Cost Analysis/Indicative Pricing

After completing the business process readiness assessment, we will take the information gathered for the City's specific processes, goals, and vision and combine that with our industry knowledge to provide a cost analysis with indicative pricing. This effort is not a full cost-benefit analysis but will provide indicative costs to expect, key costing parameters, along with indicative pricing on potential AMI solutions. We will use our costing model and run it with high-level costing factors pertaining to your operations to provide a cost/savings break-even analysis. The information will be compiled and presented in the Phase 1 Findings Report.

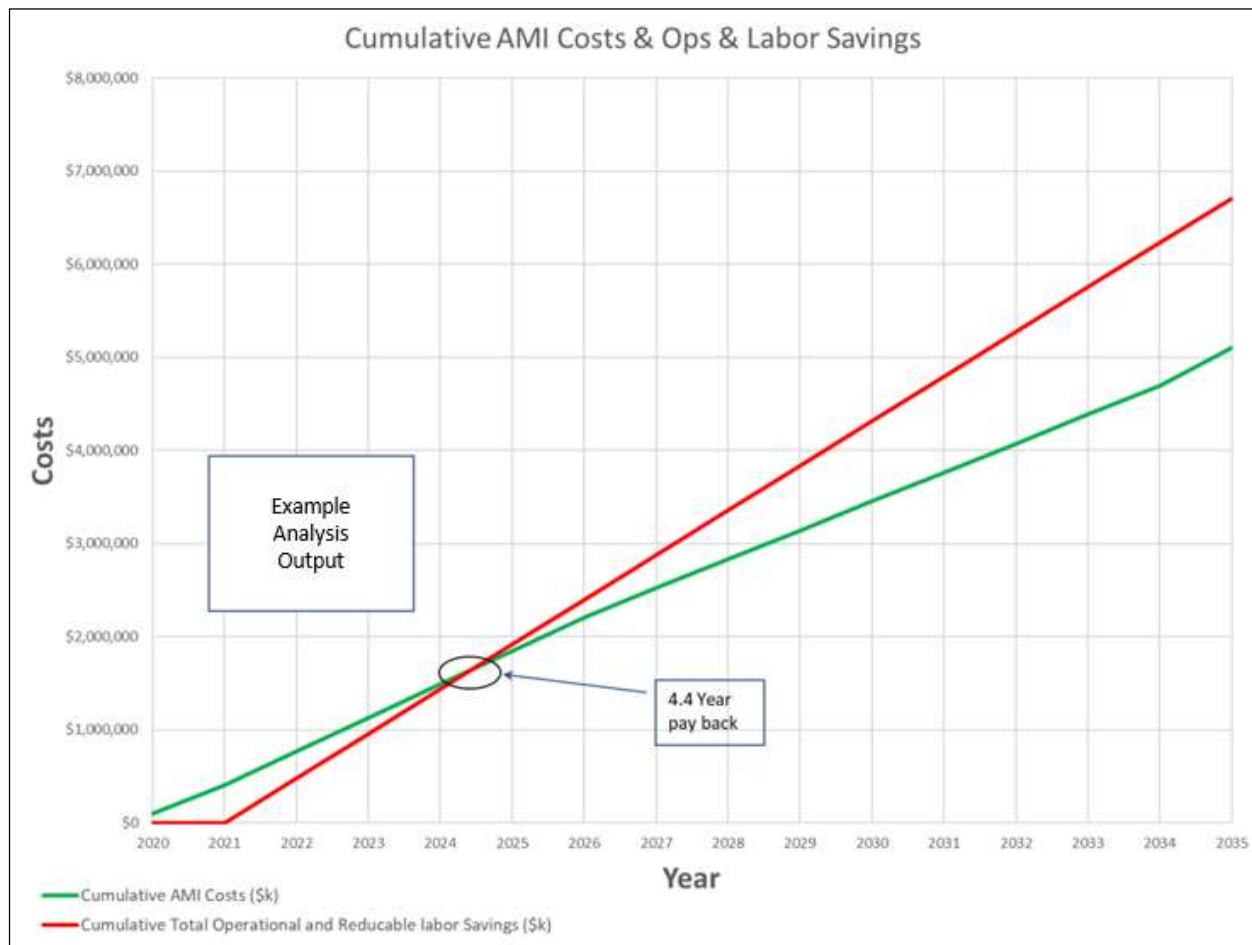


Figure 1-5. Example Cost Payback Chart

1.2.4 Customer Outreach and Education Planning

Customer outreach and engagement is one of Quanta Technology's pillars of project success. We will lead and coordinate customer outreach, education, and communication planning activities. Typically, this involves communication via multiple means (e.g., digital, web presentation, educational videos, and printed materials) leading to mass deployment. Special emphasis is placed on communicating benefits and the reasoning behind the AMI investment and addressing typical customer concerns around privacy, billing, and health impacts. Our communication planning also includes scripting for customer touch points (such as customer services representatives and field installers), ensuring consistent communication throughout the deployment. We have also seen success using a community outreach AMI Day event performed with the solution provider. The event exposes the community to the technology and provides a public forum for presentations and meaningful conversation, dialogue, and question/answer exchanges.

1.2.5 RFP Technical Specification Development

We will take the information gathered as part of the business process assessment to tailor our RFP technical specification to reflect the features and functionality needed in an AMI system that will be foundational to improving the City's business and meeting its project implementation goals. Our AMI specification is a comprehensive document. It defines a complete turnkey solution, including hosted services, system integrations, field installation, a work order management system (WOMS), training, acceptance testing, contractual obligations, warranties, supporting services, and very detailed product requirements necessary



to deliver your needed capabilities. The resulting specification is typically over 100 pages and contains over 250 system requirements. See an example in Figure 1-6.

Examples of topics covered in the specification include the following:

- Background and overview of the City's current installed metering base and back-office systems
- The City's program objectives and desired features
- Supplier's firm experience and references
- Scope of services
- Communications infrastructure
- Comprehensive requirements for water meters, including ratings/standards, functionality, performance, warranty considerations, and more
- Software systems and IT integrations
- Security
- Field installation and WOMS requirements
- Vendor training of the City's employees
- System performance requirements
- Supporting services
- Contractual obligations and warranties
- Pricing



Figure 1-6. RFP Technical Specification Example

We will provide the RFP technical specification and advise the City and its contracts group to incorporate commercial terms into the RFP bid package. We will also review the final RFP bid package. The City is responsible for issuing the RFP bid package to the pre-qualified list of vendors.

1.2.5.1 Meter Geospatial Mapping

When issuing an RFP technical specification for a communicating AMI system, meter, and asset location data are critical for an AMI vendor to provide firm pricing because the distribution of these assets will drive communication's infrastructure needs. For this effort, we will use the City's existing location data and our standard geocoding approach for locating meters and assets based on postal addresses if needed. This effort will generate location data tables and geographic information system (GIS) maps (Figure 1-7) to be included in the RFP for the following:

- Water meters
- Assets that may be potential locations for communications infrastructure

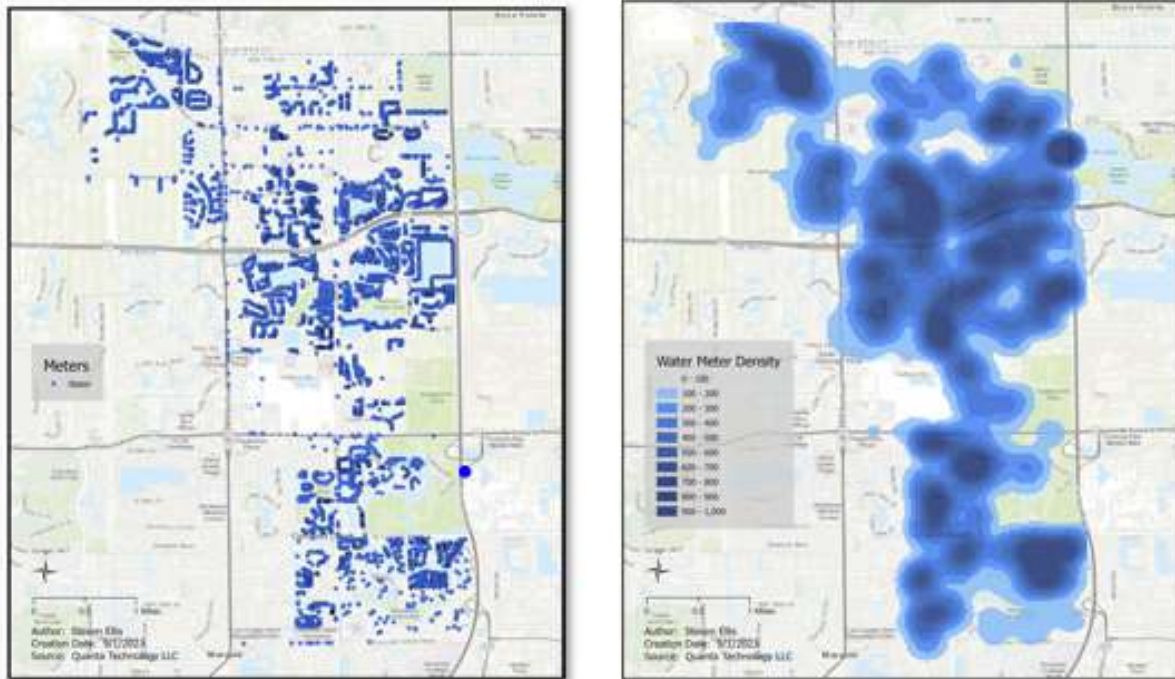


Figure 1-7. Examples of GIS Maps

1.2.6 Qualified Vendor List

We will work with the City to develop a list of qualified AMI vendors by vetting potential prospects using qualifying questions that we have developed and reflecting key qualifiers that, based on our deployment experience, are necessary to increase project success. For example, we seek vendors that are owners of the technology (not a distributor), have a proven field-deployed solution with reference customers, and more. These questions are designed to produce qualified vendors who can deliver the solution that meets the needs described in the RFP specification.

We will evaluate the vendor responses and recommend that three vendors receive the bid package with the RFP specification. We will provide a table list supporting Quanta Technology's recommendations and summarize responses and rationale for selecting the qualified vendors.

1.2.7 City Council Presentation Support

Quanta Technology will support the City's team as needed to present findings and recommendations to council members at scheduled board meetings or events as needed. We will have our team representation on site to present and answer any follow-up questions if required.



1.2.8 Phase 1 Service Task Summary

#	SERVICE ITEMS	ESTIMATED HOURS	DELIVERABLES	CITY NEEDS
1	Project Initiation	6	Project workbook (Excel): • Kickoff meeting notes	• Information request packet • CIS account data
2	Business Process Review	119	Phase 1 Findings Report (Word): • Key findings and notes • Process impacts/gaps • Avoiding pitfalls report • Process/data flows • CIS meter data summary	• Stakeholder participation (Billing, Finance, Operations, etc.)
3	Smart Grid Strategy	7	Phase 1 Findings Report (Word): • AMI strategic roadmap	• Stakeholder participation
4	Cost Analysis/Indicative Pricing	16	Phase 1 Findings Report (Word): • Cost and break-even findings	• Stakeholder participation
5	Customer Outreach and Education	8	Phase 1 Findings Report (Word): • Customer outreach strategy/plan	• Stakeholder participation
6	RFP Technical Specification Development	76	• RFP technical specification document (Word)	• Stakeholder participation
7	Qualified Vendor List	8	• Qualified vendor list	• Issuance of pre-qualification questionnaire to vendors
8	City Council Presentation Support	13	• Council presentation material (PowerPoint)	• Stakeholder participation

1.3 Phase 2: Vendor Selection

Phase 2 of the project involves issuing the RFP, responding to vendor questions, conducting vendor conference interviews, evaluating proposals, ranking and selecting vendors, conducting shortlist interviews, and compiling all findings into a comprehensive recommendation presented to the City team and project stakeholders. Essentially, this phase focuses on issuing a comprehensive RFP bid specification and narrowing down the vendors to arrive at a recommended qualified vendor with a proven technology solution that can deliver the required services to deploy the solution successfully.

1.3.1 Issue RFP/Respond to Vendor Questions

After aligning the City's standard bid terms and conditions with the RFP technical specification, we will create and issue the RFP bid package on behalf of the City using our standard proven processes and tools. The RFP respondents will be allowed to ask questions regarding the content of the RFP. We will work with the City to prepare responses to any questions from vendors regarding the RFP. All questions and responses will be distributed to all vendors, with any information identifying the vendor removed.

1.3.2 Proposal Evaluation/Rankings

The proposal evaluation typically includes the following:

- High-level compliance review to ensure bids are compliant before evaluation (up to three bids)
- Obtaining evaluation tool input from the City stakeholders for the bid process



- Conducting a detailed proposal review and ranking based on the City's evaluation tool input
- Developing a report or presentation summarizing the proposals and the question/answer results to define a recommended shortlist (maximum of two vendors)

This approach offers a blended approach where the City provides input into the relative importance of AMI RFP Specification requirements with guidance from Quanta Technology. Our team leverages its industry experience to rank the proposals. Requirement weightings for each major category (technical, pricing, and commercial) are collected. An example is shown below in Figure 1-8.

Category	RFP Sec. #	Topic	Response Table #	Importance of the Requirement	Importance value
				FE: Must; weighting 1.0 M: Important but not disqualifier; weighting 0.5	numerical value based on H, M, L
Pricing	22	Pricing	Table 22-1. One-Time Pricing: AMI Software Integration as Required per Specifications	M	0.5
			Table 22-2. One-Time Pricing: Training as Required per Specifications	L	0.25
			Table 22-3. One-Time Pricing: Infrastructure and Installation (Meters, Repeaters, Communications Hardware)	H	1
			Table 22-4. One-Time Pricing: Spare Parts	L	0.25
			Table 22-6. One-Time Pricing: Miscellaneous	L	0.25
			Table 22-7. Total One-Time Pricing Summary	L	0.25
			Table 22-8. Recurring Service Fees for Years 1-10	H	1
			Table 22-9. Network Managed Services Fees for Years 1-10 (Optional)	L	0.25
			Table 22-10. Fees for additional Requested Services	M	0.5
			Table 22-11. Extended Warranty Pricing	M	0.5
	23	Proposed Payment Plan	Table 23-1. Proposed Payment Terms	M	0.5
		Pricing Risk Confidence	Reviewers view of Pricing Risk with this Bidder If unsure, make all bidder 10.0 Low risk is 10, high risk is 0	H	1

Figure 1-8. Example of Weighted Input for the Quanta Technology Evaluation Tool

Once the input is collected, we will evaluate each vendor proposal and generate a summary report. An example is provided in Figure 1-9. We also offer an expanded evaluation service, available upon request, where the City fully participates in the proposal rankings or, should the City desire, ranks more than the recommended three vendors.

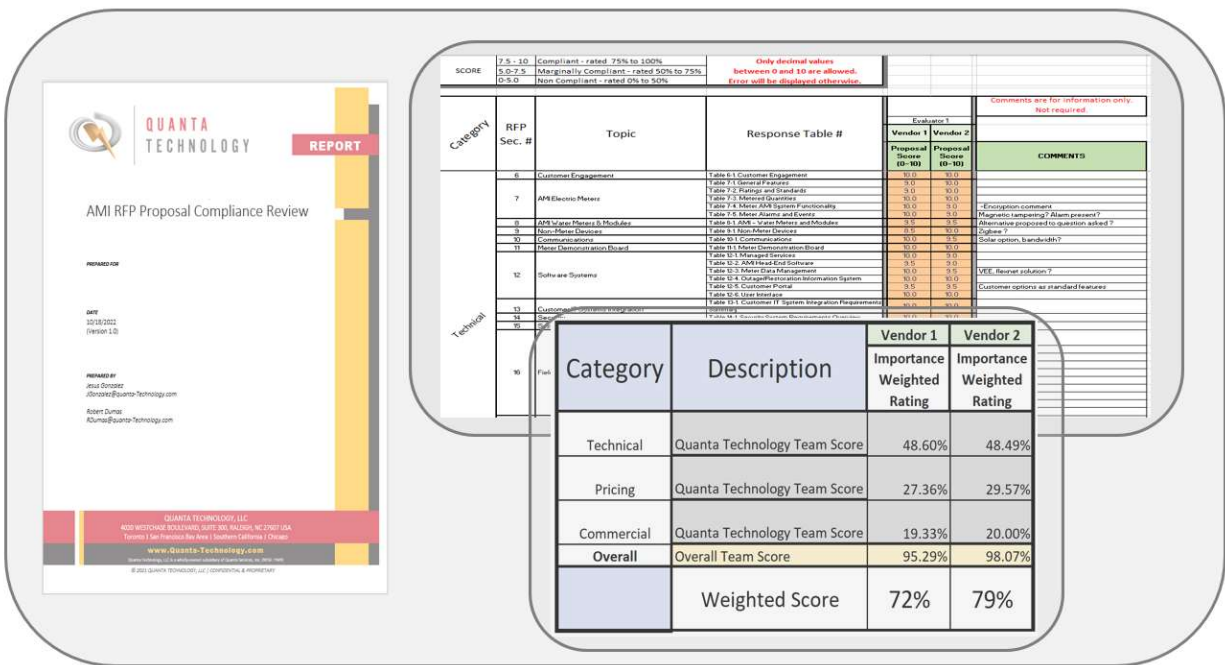


Figure 1-9. Evaluation Matrix and Report

The Vendor Recommendation Report will list the top two vendors with the best solution fit (technology solution and deployment services), which will be considered the shortlist candidate recommendation.

1.3.3 Shortlisted Vendor Presentations

Once the two shortlisted vendors are determined, we will coordinate one or more web conference meetings to allow them to clarify their proposals further and discuss any other information that will assist the City's evaluation. Vendors can then provide their best and final offer (BAFO).

1.3.4 Vendor Recommendation/Support for City Selection

Quanta Technology will collect all the previous information gathered through the RFP process and develop the Final Vendor Recommendation Report. The report will detail the selection process, rationale, and why the final vendor was recommended. This report will be a PowerPoint presentation that can be presented to the City's team to support their final vendor selection. Quanta Technology will provide a final recommendation to help the City make the final selection.

1.3.5 City Council Presentation Support

Quanta Technology will support the City's team as needed to present findings and recommendations to council members at scheduled board meetings or events as needed. We will have our team representation on site to present and answer any follow-up questions if required.

1.3.6 Contract Development/Negotiation

Once the vendor of choice is selected, the contract negotiation process begins. Normally, the City's and vendors' attorneys handle most of the contract work, with Quanta Technology facilitating to ensure the task remains on track. We will also advise on AMI-specific elements of the contract, such as appropriate performance standards and AMI-specific processes.



The City will be responsible for providing Quanta Technology with its standard contract modified by the selected AMI vendor. The contract will include all the City's commercial and legal requirements. We will work with the City and suggest updates to the contract to cover important AMI contractual topics. We will provide two turns of the contract with conference calls as needed. Table 1-2 below highlights some critical items Quanta Technology will ensure are covered in the contract(s).

Table 1-2. Important Contractual Topics

MAIN	CUSTOMER ENGAGEMENT	AMI SYSTEM	METER INSTALLATION
• Warranty (particularly in the water meter water ingress area) • Indemnity • Limitation of liability • Damages (liquidated or actual) • Cancellation • System acceptance	• Ease of use • Door hangers • Call center • Customer portal	• System availability percentage • Scheduled maintenance • Disaster recovery • Recovery times • System security • Customer data protection • Licensing • Maintenance and support • Alternate meter supplier • System training	• Insurance • Background checks and drug testing • WOMS system • Safety and protective equipment requirements • Vehicle signage • Personnel dress code and behavior • Right to remove personnel • Temporary stand-down provisions

We will lead the subsequent negotiations once the contract starting point has been established. These negotiations will typically involve several rounds of redline edits between the parties and will be accompanied by phone conferences with vendor contract personnel. Ultimately, this process will finalize and execute the contract for the City and vendors.

Quanta Technology will support the City during the approval process, including onsite representation if required and technical advisement as needed.

1.3.7 Phase 2 Service Task Summary

Table 1-3. Phase 2 Service Task Summary

#	SERVICE ITEMS	ESTIMATED HOURS	DELIVERABLES	CITY NEEDS
1	Issue RFP/Responses to Vendor Questions	18	• Issued RFP bid package to pre-qualified vendors • Consolidated questions/responses sent to all Bidders	• City to issue the RFP bid package through preferred means • Response input to applicable bidder questions
2	Bid Evaluation and Ranking	77	• Compliance Review Report	• Evaluation tool parameter input
3	Vendor Shortlist Interviews/Presentation	13	• Shortlist meeting for two vendors	• Stakeholder participation
4	Final Recommendation to Support City Selection	13	• Evaluation Results Report • Evaluation Tool Matrix with vendor bid rankings	• Final vendor selection
5	Contract Development/Negotiation Support	62	• Technical advisement and review	• Legal contract and support
6	City Council Presentation Support	9	• PowerPoint package with a final recommendation and supporting documentation	• Stakeholder participation



1.4 Phase 3: AMI System Implementation

This phase covers the execution of the AMI system deployment project. In this phase, Quanta Technology provides a utility-experienced PMP-certified project management prime, fully responsible for end-to-end implementation from start-up planning and preparation to final acceptance (Phase 1–Phase 3). Our technical advisors will support the project manager using our innovative approaches to key functions such as system integrations and our extensive experience with field deployments—positioning your project for maximum success.

1.4.1 Vendor Kickoff Meeting

A typical kickoff meeting would cover the following:

- Introducing project personnel
- Discussing project expectations of all parties
- Ensuring the scope of work is clear to all team members
- Updating the scope of work, if needed, based on detailed discussions
- Ensuring responsibilities for all project members are understood
- Developing a communication plan for internal project communication
- Reviewing and updating the scheduling information as needed
- Reviewing the deployment/implementation, test, and customer marketing/communications plans

1.4.2 Project Management Support

Quanta Technology will assign Rick Garvin, an experienced PMP-certified AMI project manager located in Raleigh, North Carolina, to provide oversight and technical guidance, working closely with a City-appointed Project Manager or Team Lead and the vendor's Project Manager to manage project implementation from start to finish. Rick will work closely with Jesus Gonzalez as the Program Manager and the City's team off-site and onsite as needed to manage the project's implementation carefully. He will work through all the required tasks during the deployment, including project planning, risk management, communication, action tracking, status reporting, and project oversight. He will also be responsible for escalating issues during the project to the appropriate City team members and driving those issues to a conclusion.

Shortly after the kickoff meeting, Rick will work with the City team to develop a comprehensive project plan and schedule that includes a detailed work breakdown structure for tasks, project dependencies, and responsible parties. It will serve as a living plan updated weekly throughout the deployment. In addition, he will develop an action register to track ongoing actions and a communications plan detailing methods of information collection and distribution to ensure consistent communication to proper stakeholders throughout the project. Project risks will be proactively evaluated and documented in the Project Risk Register.

Rick will hold regular status calls (typically weekly) with all key City stakeholders, the vendor, and supporting partners (distributors, installation vendors, etc.) to review tasks, acquire status, assign and drive project action items, and review upcoming scheduled items. He will provide a meeting agenda ahead of the meeting and meeting notes shortly after the conclusion of each call. Additional follow-up working meetings are planned and needed to address specific items. Rick will be supported by Quanta technology subject matter experts (SME) and executive staff as needed.



It is important to note that the City-appointed Project Manager or Team Lead position is key to project success, and it is recommended that the appointed resource have experience in City functions and have some background in project management or coordination/planning activities.

1.4.3 Development of System Test Fixture

To increase project success and reduce implementation risks, we have introduced an innovative approach of using a System Test Fixture to ensure that all integrations are in place and tested before deploying any meters to the field (see Figure 1-10). The fixture will contain one of each water meter type and any other purchased products the vendor provides. Quanta Technology will monitor the design and suggest developing the fixture design and test plan. This fixture can be used for functionality testing, training, and demonstrations.



Figure 1-10. Example of Water System Test Fixture

1.4.4 System Integration and Functional System Acceptance Test Support

We will provide oversight and support with the implementation and AMI rollout, including the critical integration area with the City's existing information technology (IT) systems. These integrations are the vendor's responsibility, with support from the City. Quanta Technology will monitor this integration work and work with the vendor to ensure a successful implementation. Key areas of support include the following:

- **Integration scope of work (SOW) with systems:** The installation vendor will own the system integration effort. However, we provide oversight in creating SOW specifications with each system provider to integrate their existing system with the AMI solution. Typical integrations can involve multi-speak, web services, or flat file integrations.
- **System test fixture delivery:** We will work with the implementation vendor to deliver a system test fixture for the purchased water metering endpoint to support integration development and FSAT testing.



- **Functional system acceptance test (FSAT) creation:** We will provide oversight in creating an FSAT test specification that defines the tests to be executed to validate successful integrations. The approach we have found most successful is to have the system vendor develop the initial draft of the test plan with a detailed review from the client and Quanta Technology to ensure that all functionality and systems integrations follow the specifications. FSAT will prove this in all system integrations, including the installation vendor's WOMS system.
- **FSAT testing support:** We will provide oversight during the FSAT testing phase using the system test fixture and augmented with friendly field installations. This will provide some real field installations as the final step of FSAT before mass deployment.

Once FSAT is complete and the integrations are proven operational, a go-ahead for the limited deployment evaluation can be granted. Our team has worked with over 30 suppliers in the system integration effort across various deployment projects and understands the elements necessary for successful integrations.

1.4.4.1 Incorporation of Meter Data Management (MDM) Functionality

Quanta Technology recommends that the City explore the AMI vendor's MDM-lite capabilities to assess if these capabilities are sufficient to meet the City's needs. Vendor MDM-lite and analytics capabilities can include smart water application packages that can provide valuable information such as billing access, operational dashboards, alert and alarm management, water loss analysis, and more. We recommend leveraging the limited deployment evaluation to include trialing vendor capabilities in this area.

Exposure to the vendor's analytics capabilities will also better formulate the City's understanding of these features, thus building a better foundation upon which to solicit a full MDM system if deemed necessary. We also recommend that the City decouple the MDM incorporation as a separate project phase and not attempt to integrate an MDM in parallel with adopting an AMI solution.

1.4.5 Limited Deployment Evaluation

Shortly after FSAT completion, we will work with the City and the AMI vendor to conduct a limited deployment of approximately 300 total water meters, ensuring a good representation of accounts is reflected in the deployment area, including support for compound water meters (if applicable) to test billing use cases, vendor analytics, etc. The limited deployment should be run for a minimum of two to three billing cycles and will prove end-to-end system integrations. Limited deployment test scenarios will be run to ensure the City is comfortable proceeding with mass deployment.

1.4.6 AMI Mass Deployment Readiness Assessment

We will work with the City—and ultimately the selected vendor—to develop detailed implementation plans, including project schedules, communications plans, testing plans, and more. As we approach the start of mass deployment, we will conduct a comprehensive deployment readiness assessment and work with the City, the solution vendor, and the installation contractor to ensure these items have been addressed to facilitate a successful start to mass deployment. Typical items covered include the following:

- Installer and customer safety considerations
- Work release and dispatching strategy
- Customer communications
- Customer marketing (e.g., billing inserts, door hangers, web notices, AMI day, etc.)
- Call center and installer scripting for consistent messaging
- Billing blackout handling



- Special account handling (VIP, medical, etc.)
- Installation production targets and working hours
- Successful installation definition
- Handling of meter access issues and Cannot Locate accounts
- Handling of water plumbing issues
- Return to utility (RTU) accounts/conditions
- Legacy meter disposal
- Meter exchange documentation (including installation photos, last read, etc.)
- Back-office last read validation for water reads
- Return Material Authorization (RMA) product return procedures
- Customer claims process
- Receipt of shipment procedures
- Inventory management
- New hire onboarding and training
- Field installation audits
- Supporting materials (access keys, meter pit lids if applicable, etc.)

1.4.7 Field Rollout/Implementation Support

Once the mass deployment commences, we will provide ongoing support for the meter exchange activities throughout the deployment, primarily led by the Project Manager. We will also provide a technical advisor who will be available to address project and technology-related issues throughout the deployment. This task typically includes the following activities during field rollout:

- Vendor meetings
- Schedule management
- Contract administration and change orders (if required)
- Weekly calls and periodic onsite meetings
- Field install oversight, including tracking and reporting of
 - Pre-deployment initial testing, including all system integrations
 - Return material authorization activities
 - Install progress (plan vs. actual)
 - Return to utility non-install resolutions
 - Customer complaint resolutions
 - Safety issues and reporting
 - Daily/weekly install plans
 - Quality assurance activities



1.4.8 Business Readiness Evaluation

We will conduct a business readiness evaluation assessment before going live and system turnover toward the tail end of mass deployment. This activity is designed to identify any process modifications or gaps in training with staff and allow time to correct and adjust before going live. Quanta Technology will lead the assessment using a predefined checklist of items to be reviewed with City staff. We will support and guide any final adjustments made.

1.4.9 Project Closure

After the project, Quanta Technology will assist the City staff with any project closure activities, typically involving final financials, lessons learned events, and other items required to complete the project.

1.4.10 Phase 3 Service Task Summary

Table 1-4. Phase 3 Service Task Summary

#	SERVICE ITEMS	ESTIMATED HOURS	DELIVERABLES	CITY NEEDS
1	Vendor Kickoff	13	• Meeting notes	• Stakeholder participation
2	System Test Fixture Development	13	• Technical advisement to ensure the functioning test board	• Stakeholder participation
3	System Integration and FSAT Support	50	• Technical advisement supporting the system integration and FSAT test plan	• Stakeholder participation
4	Limited Deployment Evaluation	21	• Evaluation results summary	• Stakeholder participation
5	Mass Deployment Preparation	13	• Mass deployment checklist	• Stakeholder participation
6	Field Rollout/Commissioning Support	36	• Technical advisement during field rollout	• Stakeholder participation
7	Business Readiness Evaluation	15	• Readiness assessment summary	• Stakeholder participation
8	Project Close	14	• Administrative closure	• Stakeholder participation
9	Project Management Support Phase 3	250	• Project management support and oversight (over eight months)	• City PM counterpart support to coordinate City internal activities

1.4.11 Optional Project Services

The following optional services can be offered upon request. These services are designed to provide additional support as deemed necessary by our clients.



Table 1-5. Optional Project Services

#	SERVICE ITEM	DESCRIPTION
1	Data Cleansing Support	We will provide one of our data analysts to work alongside City staff to support data corrections to obtain a good representation of the meter population and proposed AMI replacements or retrofits. Typical data that are used include the following: • Water meter sizes • Water meter types (compound, etc.) • Water services classes (e.g., potable, reclaimed, etc.) • GIS coordinates (latitude/longitude) for all metering endpoints • GIS coordinates for any mounting assets for network infrastructure
2	Reference Customer Visits	Should the City deem it useful, Quanta Technology would assist with reference customer site visits to obtain firsthand knowledge of the AMI system's capabilities and performance. Before the visits, we would develop a list of questions with the City and assist in developing the meeting agenda, accompany the City during the visits, and facilitate discussions as needed. We assume there will be one visit per shortlisted bidder for no more than two visits.
3	AWWA Water Balance Computation Support	We can work with the City to set up the AMI system to enable AWWA water balance assessments and water audits to determine the efficiency of the water distribution system and City accounting/operational practices. Typical activities include the following: • Advisory consultation of placement of metering non-revenue system boundaries to enable water audit computations • Set up the AMI system to obtain measurements • AWWA M36 Water balance audit computations • Identification of apparent (nonphysical) and real (physical losses)

1.4.11.1 Grant Assistance

Quanta Technology actively works with clients through a full lifecycle of grant assistance processes, from providing eligibility assessments to helping develop a strategic roadmap, prioritization, and partnering with our clients on funding proposals and applications. An overview of the process is shown in Figure 1-11.

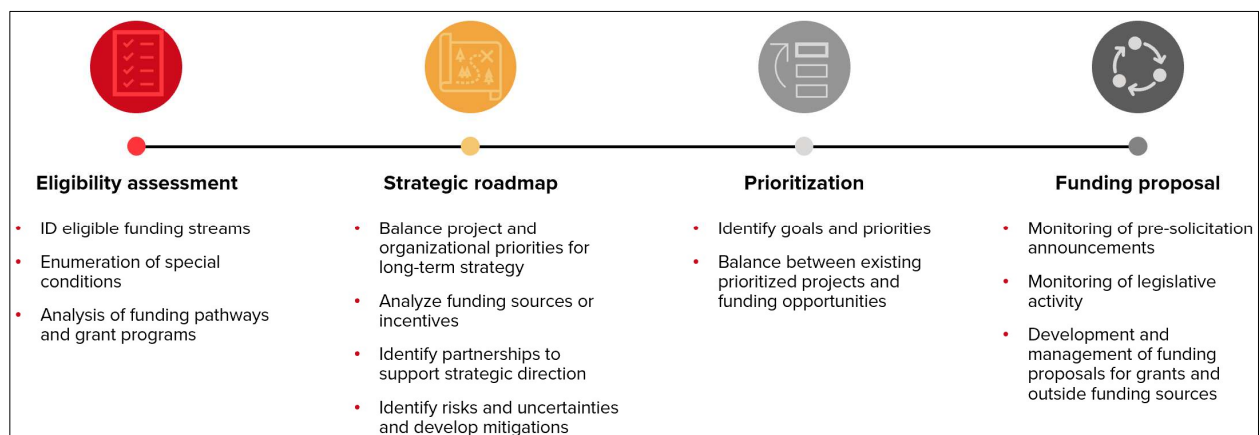


Figure 1-11. Grant Assistance Process Overview

Specific services beyond general insights and recommendations included in the financial analysis can be discussed and offered separately per request.



2 Qualifications and Experience

2.1 Firm Overview

Founded in 2006, Quanta Technology is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our corporate headquarters is in Raleigh, North Carolina, and we have supporting offices in Illinois, California, and Canada. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well-established in North America and numerous international markets. Our clients include energy-delivery utility companies (investor-owned utilities, municipalities, cooperatives), large industrial companies, energy suppliers, regional transmission organizations/independent system operators (RTOs/ISOs), and energy industry research and support organizations.

Quanta Technology is a wholly owned subsidiary of Quanta Services, Inc. (NYSE: PWR). Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power, oil, and natural gas industries. With a workforce tens-of-thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the manpower, resources, and expertise to complete projects that are local, regional, national, or international in scope.

For more information about Quanta Technology, visit our website at <https://quanta-technology.com>.

We want to highlight a few key points when considering Quanta Technology:

7. **Quanta Technology is a fully independent consulting firm that is vendor-neutral.** We have no associations with any vendor or product distributor and do not derive revenue from any technology sale or resale for any product or service. While independent of any vendor, we have extensive background and experience deploying systems with all major AMI vendors and know and understand their systems and methods. By being independent, we can leverage our rich background to advise you on the best solution for your business needs.
8. **Quanta Technology offers exceptional industry experience and technology consulting services.** Each staff member has more than 40 years of experience and collectively more than 120 years of experience as a team. It is not just the years of experience but also the relevance and quality of experiences. We have worked for most major AMI vendors and have direct experience deploying and adopting systems. We know and understand what you need to deploy systems successfully.

WE PROVIDE A FULL SPECTRUM OF SERVICES

- Grid modernization and business strategy
- Regulatory compliance
- Transmission and distribution
- Automation and testing
- Asset operations
- Protection and control
- Asset management
- Electrical transportation
- Advanced metering infrastructure
- Enterprise integration
- Smart grid strategies
- Applied research and development
- Renewables integration
- Energy storage
- Microgrids
- Workforce training and augmentation



9. **Quanta Technology is your trusted advisor, leveraging our experiences to protect your project investment and success.** Our vast industry and direct project deployment experience is key to protecting you from experiencing some of the common pitfalls that negatively affect project deployments. We understand the importance of aligning stakeholder expectations, addressing organizational readiness gaps, preventing underutilizing of system value through critical integrations, and ensuring the wrong technology/service is not selected to meet your current and future needs. We also understand how to leverage your investment to derive future benefits by improving customer engagement through customer portals, improving operations with advanced analytics, and reducing non-revenue water loss through active water balance computations.
10. **Quanta Technology offers a holistic approach to technology adoption that considers people, processes, end customers, and technology.** Many consulting services focus on technology and technology adoption. We step back and take a broader, more comprehensive approach.
11. **Quanta Technology truly adopts a partnership mindset when engaging customers.** We focus on the customers' needs and develop relationships built on trust, listening to customers, and looking out for our clients' interests as part of an integrated team. A significant amount of our business comes from repeat customers. We encourage you to contact our references to see how our philosophy builds good experiences.

2.2 Company Profile

ITEM	QUANTA TECHNOLOGY, LLC
Years in Operation	17 (Since 2006)
Ownership	Wholly owned subsidiary of Quanta Services, Inc.
Headquarters	4020 Westchase Blvd, Suite 200, Raleigh, NC 27607
Contact Information	(919) 334-3000
Total Employees	334+
Outstanding Legal claims (last 5 yrs.)	Quanta Technology has no outstanding legal claims.
Financial Stability	Quanta Technology is not authorized to disclose financial information as a wholly owned subsidiary of Quanta Services, Inc., a publicly owned company. For financial information, refer to Quanta Services' 2022 annual report: https://investors.quantaservices.com/financial-information/annual-reports
Website	Quanta-Technology.com
Main Contact	Jesus Gonzalez jgonzalez@quanta-technology.com 919-428-9332

2.3 Project Personnel

Our assigned project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City's project. Our team is led by Jesus Gonzalez, a certified Project Management Professional (PMP), who serves as the Program Manager. Jesus has more than 11 years of utility deployment experience and 24+ years of project management experience. He is supported by David Hart, the Vice President of Protection, Control, and Automation, and the team detailed below.

The proposed personnel for this project and their roles and responsibilities are shown in Table 2-1. The Project Manager's resource allocation is anticipated to vary from 20%–50% throughout the project, with peaks of 100% during needed timeframes. The remainder of the team will be dedicated to the project as required. The project's scope will determine the level of involvement in any given phase. This involvement



can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

Table 2-1. Proposed Staff Qualifications Summary

NAME	TITLE	RELEVANT EXPERIENCE	ROLE	INVOLVEMENT LEVEL	PROJECT CONTRIBUTION
Jesus Gonzalez, PMP	Principal Advisor	11+ years utility 24+ years PM Electric/water	Program Manager	Heavy	Project Management, Team Lead, Customer Prime
Robert Dumas, PhD, PE	Principal Advisor	40+ years utility Electric/water	Subject Matter Expert	Heavy	Technical Prime, Advisement, Process Development
Rick Garvin, PMP	Senior Advisor	10+ years utility 15+ years PM Electric/water	Project Management Project Support	Heavy	Project Management, Project Support
Lou Santilli	Principal Advisor	38+ years utility Electric/water	Subject Matter Expert	Support	Costing and Project Support, Advisement
David Uy, PE	Principal Engineer	27+ years utility Electric	Engineering and Project Support	Support	Data Analysis, Project Support
Steven Ellis	Consultant III	10+ yrs. industry	Geospatial Analysis	Support	Geospatial Data Analysis, MAP Generation
David Hart, PhD	Vice President	35+ years utility	Executive Sponsor, Project Sponsor	Support	Executive Oversight, Resource Support

2.3.1 Project Organization

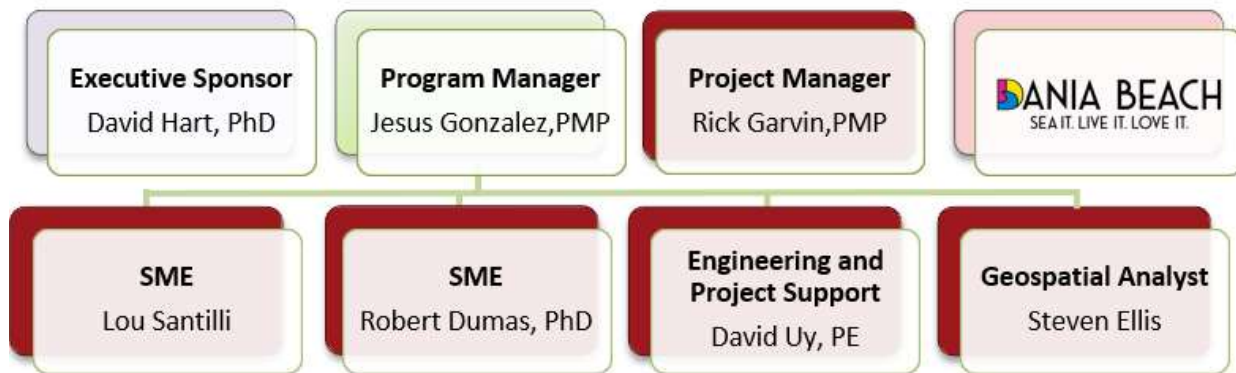


Figure 2-1. Project Organization Chart



2.3.2 Staff Resumes

JESUS GONZALEZ, PMP

JESUS GONZALEZ, PRINCIPAL ADVISOR, has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over 11 years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions and ABB), where he led and managed numerous deployment projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America and Mexico. He holds a master's degree in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI) electric, water, and gas system deployments
- Project Management planning and governance, risk analysis/management, cost control
- Project Management Office Portfolio Management, Clarity PPM

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 1987–2011
- Clarity Program Manager, PMO Office, Tekelec 2011–2007
- Senior Technical Manager, Lucent Technologies 1996–2003
- Member of Technical Staff, AT&T Bell Laboratories 1987–1996

RELEVANT FIELD DEPLOYMENT PROJECTS

- City of Newberry: Water 2.1 K, Electric 1.9 K, AMI deployment (Quanta Technology)
- City of Clewiston: Water 4 K, Electric 4 K, AMI deployment (Quanta Technology)
- City of Tallahassee: Water 87 K, Electric 113 K, Gas 24K, AMI deployment (Honeywell)
- City of Fort Collins: Water 31 K, Electric 68 K, AMI deployment (Honeywell)
- Lafayette Utilities System: Water 56 K, Electric 65 K, AMI deployment (Honeywell)

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Project Management Professional (PMP), 2007–Present
- Six Sigma Green Belt, Villanova University

EDUCATION

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987



LOUIS A. SANTILLI

LOUIS A. SANTILLI, PRINCIPAL ADVISOR, has over 38 years of professional experience in all aspects of electric, water, gas, smart city, and smart grid distribution systems, generation, customer service, and financial management. His investor-owned utility experience includes over 24 years in operations, engineering, and management roles in nuclear and fossil generation, transmission and distribution, and electric metering. He has over 14 years of system integrator and manufacturer experience. He led and managed numerous gas, water, and electric projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI) electric, water, and gas system deployments
- Smart city and smart grid systems
- Program management planning and governance, risk analysis/management, and cost control
- Renewables (battery storage, electric vehicles, solar, and wind)

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 1979–Present
- Principal Advisor, Quanta Technology 2022–Present
- Consultant, Harbourfront Group 2021–2022
- Chief Operating Officer / Equity Partner, Eplis2 2021–2022
- Vice President of Business Development, Bloom Energy 2021
- Area Vice President Enterprise Projects, Sales and Services, Itron, Inc. 2007–2021
- Operations, Engineering, and Management, Progress Energy Corp (Duke Energy Corp.) 1983–2007
- Salem/Hope Creek Nuclear Maintenance, PSEG Nuclear LLC 1998–2000

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Certified Energy Manager (CEM), Association of Energy Engineers (Inactive)
- Certified Power Quality Professional (CPO), Association of Energy Engineers (Inactive)
- Reactor Operator Training (Technical Nonlicenced), Florida Power Corp.

EDUCATION

- BS, Electrical Engineering, University of South Florida, 1997



ROBERT DUMAS, PHD

ROBERT DUMAS, PHD, PRINCIPAL ADVISOR, AMI Manager, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the US and internationally.

This experience includes over 17 years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has executed the multimillion-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and energy management system (EMS) supervisory control and data acquisition (SCADA) systems
- Project and program management
- AMI
- Smart metering
- Meter data management systems
- GIS system application

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1977–Present
- Principal Advisor and AMI Manager, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

RELEVANT FIELD DEPLOYMENT PROJECTS

- City of Newberry: Water 2.1 K, Electric 1.9 K, AMI deployment (Quanta Technology)
- City of Clewiston: Water 4 K, Electric 4 K, AMI deployment (Quanta Technology)
- City of Tallahassee: Water 87 K, Electric 113 K, Gas 24 K, AMI deployment (Honeywell)
- City of Fort Collins: Water 31 K, Electric 68 K, AMI deployment (Honeywell)
- Kansas City BPU: Water 54 K, Electric 67 K, AMI deployment (Honeywell)
- Peterborough: Water 22 K, Electric 37 K, AMI deployment (Honeywell)

EDUCATION

- PhD, Environmental Engineering, North Carolina State University, 1999
- MS, Environmental Engineering, North Carolina State University, 1996
- BS, Nuclear Engineering, North Carolina State University, 1977



RICK GARVIN, PMP

RICK GARVIN, SENIOR ADVISOR, has over 35 years of professional experience spanning the utility and telecommunications industries and over 15 years of project management experience. Rick has notable success with software, product, and integrated solutions directly supporting customer needs and business objectives. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions and ABB), where he led and managed deployment projects across a broad customer base, including municipalities, cooperatives, and IOUs in North America. He holds a bachelor's degree in electrical engineering from Virginia Tech and has been a certified Project Management Professional for over 10 years.



SENIOR ADVISOR

AREAS OF EXPERTISE

- AMI electric, water, and gas system deployments
- Project management planning, communications, governance, risk analysis/management, cost control
- Designing and implementing software, product, and integrated solutions

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 2013–Present
- Senior Advisor, Quanta Technology 2023–Present
- Senior Program and Project Manager, Honeywell/Elster Solutions 2016–2023
- Senior Project Manager, Customer Delivery, Elster Solutions 2013–2016
- Years of experience in the telecommunications industry 1988–2013
- Hosted Solutions Planner and Systems Engineer, Nortel/Avaya 2008–2013
- Senior Software Designer, Architect and Lab Manager, Nortel 1996–2008
- Software Designer North America, Bell Northern Research 1993–1996
- Member of Scientific Staff, Northern Telecom 1988–1993

RELEVANT FIELD DEPLOYMENT PROJECTS

- Entergy: Electric 3 M, Gas 200 K, AMI deployment (Honeywell)
- Orlando Utilities Commission: Water 145 K, Electric 230 K, AMI, and AMR deployment (Honeywell)
- Ross County Water Company: Water 14 K, AMR deployment (Honeywell)
- Brookings Municipal Utility: Water 7.8 K, Electric 10 K, AMR deployment (Honeywell)
- Barron Light and Water: Water 1.3 K, Electric 1.8 K, AMR deployment (Honeywell)

ACCOMPLISHMENTS AND INDUSTRY RECOGNITION

- Certified Project Management Professional (PMP), 2013–Present
- Commonwealth of Virginia Board Certified Engineering Intern, 1988

EDUCATION

- BS, Electrical Engineering, Virginia Polytechnic Institute and State University, 1988
- Pre-Engineering, Electrical Engineering and Computer Science, West Virginia University at Parkersburg



DAVID UY, PE

DAVID UY, PE, ADVISOR, is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.



ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Licensed Professional Engineer, North Carolina (No. 027004)
- Member, IEEE, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

EDUCATION

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988



STEVEN ELLIS

STEVEN ELLIS, PRINCIPAL GIS SOLUTION ARCHITECT, is a geospatial analyst with over 13 years of military leadership, business management, financial accounting, and analytics experience. During his career, Steven has performed in roles such as Operations Manager, Distribution Manager, and Mutual Fund Analyst. In this role, he works on distribution and transmission planning projects, system maintenance, electrification, big data analytics, and substation impact.



**PRINCIPAL GIS SOLUTION
ARCHITECT**

AREAS OF EXPERTISE

- Database design and data management
- Econometrics and demographic analysis
- Electrification and electric vehicle (EV) adoption modeling
- Geocoding
- Georeferencing
- High-granularity spatial load forecasting
- Hosting capacity web app development
- Post-storm health assessments
- Process automation through Python scripting
- Renewable energy site selection and suitability analysis
- Spatial statistics and clustering analysis
- Supervised/unsupervised image classification
- Transmission health assessments

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 2019–Present
- Principal GIS Solution Architect, Quanta Technology 2019–Present
- Senior Geospatial Analyst, Asset Management, LUMA Energy 2020–Present
- Distribution Manager, Bond Brothers Brewing Company 2016–2019
- Leadership Experience, United States Coast Guard 2012–2016
- Professional Management, Operations Manager, Lyons Detailing 2011–2012
- Mutual Fund Analyst, SEI Investments Company 2007–2011

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Member, IEEE, 2019–Present
- Member, IEEE PES, 2019–Present
- Geospatial Graduate Student Organization, 2017–Present
- North Carolina ArcGIS Users Group, 2017–Present
- United States Veterans Corps, 2016–Present

EDUCATION

- MS, Geospatial Information Science and Technology, North Carolina State University, 2018
- BS, Economics, Pennsylvania State University, 2006



DAVID G. HART, PHD

DAVID G. HART, PHD, EXECUTIVE ADVISOR, Senior Vice President, has over 30 years of experience in the power industry, including protection and control, power system automation, smart metering, and AMI systems. Before his work at Quanta Technology, he developed numerous protection and control products. David held senior management positions at ABB, where he developed AMI-related products and systems. At Elster, he was responsible for AMI engineering, product management, and quality organizations. At Quanta Technology, David and his team provide consulting support to utilities on AMI systems, feeder automation, coordination studies, IEC 61850, and advanced protection applications. As the direct head of Protection and control, he guides the overall business strategy, client and program proposals, and project execution. David holds a doctorate in electrical engineering from Clemson University and is a senior member of IEEE/PES. His work has earned significant recognition throughout his career, including over 30 technical patents and numerous published articles.



EXECUTIVE ADVISOR

AREAS OF EXPERTISE

- Protection and control
- Substation automation
- Feeder automation
- Advanced metering infrastructure/smart metering

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1992–Present
- Senior Vice President and Executive Advisor, Quanta Technology 2015–Present
- Vice President, Automation Solutions, ABB 2014–2015
- Executive Director Solutions, ABB 2013–2014
- Senior Vice President Solutions (PM, Engineering, Quality, Support), Elster Electricity 2006–2013
- Vice President of Engineering and Quality, Elster Electricity 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB 1997–1999
- Technology Team Leader, ABB 1996–1997

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control, and automation
- Numerous patents issued
- Numerous industry publications
- Senior Member, IEEE PES

EDUCATION

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, 1985



2.4 Experience with Municipality Deployments

Collectively, team members have deployed more than 130 systems, ranging in size from a few thousand to more than a million AMI endpoints. A significant majority of these systems (more than 100) involved municipal clients, with the remaining comprising investor-owned utilities (IOU) and some cooperatives. Many of these systems have water and electric meter endpoints with water-only areas. Our team is experienced in all project phases, including business process assessments, business case analysis, system requirements definition, network technology evaluation, vendor selection, contract support/negotiations, and project implementation. We partner with clients to help them fully adopt AMI systems and leverage their investment to realize operational efficiencies, reduce system losses, and improve customer service. Below is a sample list of projects that deployed water endpoints.

Table 2-2. Quanta Technology Example Experience with Water End Points

	UTILITY	LOCATION	Elect. Meters	Water Meters	Gas Meters
130 Completed Deployment Examples	OUC	USA, FL	227,589	105,690	
	Tallahassee	USA, FL	113,606	87,450	24,692
	Lafayette Utilities System (LUS)	USA, LA	65,135	56,995	
	KCBPU	USA, KS	67,445	54,410	
	Fort Collins	USA, CO	68,691	31,957	
	Ocala	USA, FL	54,396	24,488	
	Georgetown	USA, TX	23,089	23,981	
	Peterborough	Canada, ON	37,101	22,760	15
	Navajo Nation (NTUA)	USA, AZ	40,229	20,477	1,489
	Columbia Power & Water Systems	USA, TN	26,003	18,944	
	Duncan	USA, OK	9,276	12,521	
	Danvers, Town of	USA, MA	13,333	11,262	
	Newark (DE), City of	USA, DEL	12,240	9,484	
	Wisconsin Rapids	USA, WI	14,408	8,606	
	Memphis Light Gas Water (MLGW)	USA, TN	20,587	6,694	14,463
	Fredericksburg, City of	USA, TX	5,641	6,516	
	Tipp City	USA, OH	5,099	4,312	
	Shawano	USA, WI	5,627	4,056	
	Humboldt TN	USA, TN	4,542	3,955	3,554
	Bay City of Michigan	USA, MI	16,155	2,869	
	Burnet	USA, TX	2,891	2,337	
	Utilismart	Canada, ON	79,577	1,660	286
	David City	USA, NE	1,636	1,372	
	Rochelle	USA, IL	4,017	1,089	
	Cleveland Utilities	USA, TN	30,928	713	
	NWG, Fort Frances	Canada, ON	3,950	304	
	Horizon Utilities	Canada, ON	240,342	286	
	Silicon Valley Power (SVP)	USA, CA	730	37	

We are working on numerous projects in the Florida area, primarily through FMPA. These projects have water and electric metering endpoints with some water-only areas. Section 4 contains more information on these projects. We are also working with Coconut Creek, a nearby water-only Florida utility, on an AMI project and the City of Burleson, Texas, on an AMI feasibility study, both being similar in scope to the requested project scope.



3 Proposed Pricing

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a fixed price basis to deliver proposed advisory services. The project price is calculated based on the scope of work and the assumptions outlined in this proposal. Billing will be on a milestone basis, as shown in Table 3-1. Travel will be expensed at cost (no markup) as incurred on a monthly basis, all net 30 days. The quotation excludes taxes, which are the sole responsibility of the customer.

Table 3-1. Fixed Price Advisory Services (Milestone Payment Schedule)

#	MILESTONE PAYMENT SCHEDULE		COST PER MILESTONE
M1	Phase 1: Completion of project kickoff	10%	\$24,554
M2	Phase 1: Completion of long-term smart grid strategy and business process reviews	10%	\$24,554
M3	Phase 1: Completion of RFP technical specification draft and presentation for options on upgrades/replacements	15%	\$36,831
M4	Phase 1: Completion of remaining items, RFP specification, vendor pre-qualification, and research on current product and service offerings/present to the City	15%	\$36,831
M5	Phase 2: Completion of vendor selection and recommendation	15%	\$36,831
M6	Phase 2: Completion of remaining activities (including contract negotiation)	15%	\$36,831
M7	Phase 3: Completion of system integration, FSAT, and limited deployment evaluation (ready for mass deployment)	10%	\$24,554
M8	Phase 3: Completion of full deployment and final system acceptance test	10%	\$24,554
Grand Total		100%	\$245,540



3.1 Travel

Travel, lodging, and materials will be billed at cost with no markup. Typical travel trips required to support the project implementation are shown below. All other travel tied to provided services will be rendered as required by the project and billable at cost as well.

Table 3-2. Proposed Travel Expense Cost Estimate

ITEM	TRIPS	DAYS	STAFF	COST ESTIMATE
PH1: Business process workflows	1	4	3	\$4,260
PH1: RFP technical specification reviews	1	2	2	\$1,870
PH1: Council presentation	1	2	1	\$1,010
PH2: Shortlist presentations meeting	1	2	1	\$1,010
PH2: Council presentation	1	2	1	\$1,010
PH3: Vendor kickoff meeting	1	2	1	\$1,010
PH3: Integration FSAT testing	1	3	2	\$2,405
PH3: Added travel during mass deployment	3	2	1	\$3,030
PH3: Final acceptance/business readiness	1	2	2	\$1,870
			Total	\$17,475

3.2 Assumptions

The following assumptions have been made in developing the cost and schedule for this proposal.

Table 3-3. Project Assumptions

ITEM	ASSUMPTIONS
General	
1	There is a fixed start date within 14 days of contract signing.
2	If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly.
3	Travel is estimated at 11 trips, deemed sufficient for the project. Additional travel beyond what is included must be mutually agreed upon and approved and is billable at cost with no markup.
4	The City will provide contact points to answer or approve general day-to-day inquiries that may arise as work progresses. These contact points may be one person from each key function or department (e.g., IT, finance, billing, water meter shop, etc.).
5	The City project stakeholders will participate in scheduled weekly status calls and work on assigned action items in a reasonable timeframe.
6	The City's finance/billing manager and IT staff will also be available as needed.
7	The required City CIS account data, including meter and location data, will be provided to Quanta Technology in a reasonable timeframe and be of reasonable quality. It is assumed that the data provided will be able to be incorporated into the GIS maps and RFP technical specifications. Additional data cleansing and delivery rounds may involve unplanned efforts to update the RFP/GIS maps.
8	Quanta Technology's project manager will work with the City to develop a mutually agreeable schedule with tasks and milestones at the start of the project. The project manager will report progress against the schedule at the regular project status meetings.



ITEM	ASSUMPTIONS
Phase 1	
9	During the business review process, Quanta Technology team members will review existing City operations, data, and assets onsite. The City will provide requested data items in support of the workshops, and additional travel/time will not be required to complete the workshops due to incomplete information.
10	The City will be available for interviews during the onsite operations review and other tasks as required.
11	The presentation of onsite meeting findings will be via a web conference.
12	The City will, at a minimum, provide addresses for each water metering endpoint.
13	Two review cycles for the AMI RFP technical specification are considered in scope. Additional review cycles after the first two are not in scope.
14	All information required for the RFP will be provided (meter types, sizes, location, etc.).
15	Quanta Technology will provide an RFP technical specification and associated pricing tables. The City will add legal and commercial terms to create the final bid package. Quanta Technology can guide on resolving conflicts between the bid terms and conditions and the RFP technical specification.
Phase 2	
18	Up to three approved vendors will be identified. Additional hours will be required and priced separately should more vendors be requested.
19	Quanta Technology will score up to three approved bidder RFP response packages using weight input values provided by City stakeholders (representing customer importance). Bid evaluations scored by City stakeholders can be priced separately if desired.
20	Quanta Technology will make the final vendor recommendation under standard services. The City will make the final vendor selection.
21	The City's legal and contracts staff will cover legal and commercial aspects (non-technical or pricing) in negotiations and contract development.
22	Quanta Technology will follow and support the City's required procurement process. Quanta Technology recommends using its SharePoint approach to bid management if allowed by the procurement process.
Phase 3	
23	Quanta Technology will provide Project Management (PM) oversight and management during the project implementation period, estimated to be 8 months (3 months of integration/planning and 5 months of mass deployment). A total of 250 PM hours have been allotted to this activity. While not anticipated, additional PM hours, if required, would be provided on a T&M basis using Quanta's Senior PM discounted rate of \$216/hour. Quanta Technology will provide technical oversight over the entire project implementation period. A total of 36 hours have been allocated. While not anticipated, additional technical consulting, if required, would be provided on a T&M basis using Quanta Technology's discounted Principal Advisor rate of \$303/hour.
24	Integration support and FSAT development are scoped solely for integration into the City's billing system, supervisory control and data acquisition (SCADA), and GIS system. Additional systems, such as an MDM, can be included but must be estimated separately once these systems are identified or applied and not included in the provided pricing.
25	Quanta Technology recommends the evaluation of the AMI vendor's MDM-lite capabilities, which may fulfill the City's data analytics needs. Following a full understanding of the AMI vendor's capabilities in this area, Quanta Technology can assist the City in selecting a full MDM provider if deemed necessary. It can scope that effort once a further understanding of system requirements is understood.

3.3 Expiration Date

This offer is valid for 90 days from the date of issue. For information about offer extensions, contact Jesus Gonzalez at jgonzalez@Quanta-Technology.com or 919.428-9332.



4 References/Past Projects

CITY OF NEWBERRY, FLORIDA

PHASES 1 AND 2: AMI REQUIREMENTS AND BUSINESS READINESS, VENDOR SELECTION

2019–2021

PHASE 3: AMI SYSTEM IMPLEMENTATION

2021–2024 (Expected Completion)

Customer Name: Mike New, City Manager

Address: 25440 W. Newberry Rd, Newberry, FL 32669

Email: MNew@NewberryFL.gov

Phone Number: (352) 472-2161

Fax Number: (352) 472-7026

Project Value Drivers: Community involvement, improved customer service

Project Profile: 2.1 K water endpoints, 1.9 K electric endpoints, water-only areas, Sensus solution, ADG billing system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services:

Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Phase 3—AMI System Implementation: This is currently in the end stages of the final acceptance testing phase to validate key requirements and KPI performance metrics. The project is on track to be completed as scheduled and per the approved budget. Quanta Technology provided the following services:

- Oversight for SOW development with integrating systems
- FSAT development and execution
- System test fixture setup/oversight for system integration testing
- System integration
- Community outreach, including AMI Day event
- Field deployment readiness planning and preparation

The project also meters system boundaries in preparation for conducting an AWWA water balance to categorize non-revenue water losses.

Testimonial: “Like most small cities that operate utilities, Newberry’s elected officials are very much in tune with the sentiments of our customer base. Our staff presented the concept of automated metering infrastructure to our city commission to address some meter reading deficiencies. The city commission quickly realized the value of providing daily and hourly utility consumption data to our customers and the opportunities it would provide in making decisions related to utility consumption. The commission directed staff to initiate a project implementing AMI technology in Newberry. Our team recognized the complexity of deploying AMI. While all are experts in their area of operation, they wisely recommended that we partner with a third-party consultant to ensure we realized the benefit of a consultant’s experience. We selected Quanta Technology after a thorough evaluation of several firms. Their expertise and experience in successful AMI deployment projects was key to their selection as our project partner.” – Mike New, City Manager



CITY OF CLEWISTON, FLORIDA

PHASES 1 AND 2: AMI REQUIREMENTS AND BUSINESS READINESS, VENDOR SELECTION

2019–2021

PHASE 3: AMI SYSTEM IMPLEMENTATION

2021–2024 (Expected Completion)

Customer Name: Randy Martin, City Manager

Address: 115 W Ventura Ave., Clewiston, FL 33440

Email: Randy.Martin@Clewiston-FL.gov

Phone Number: (863) 983-1454 Ext. 5

Project Value Drivers: Non-revenue water loss reduction, customer pre-pay

Project Profile: 4.1 K water endpoints, 4.5 K electric endpoints, water-only areas, Sensus solution, Tyler CIS billing

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services:

Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Phase 3—AMI System Implementation: The project is currently in mass deployment. Quanta Technology provided the following services:

- Deployment readiness preparation
- Oversight for SOW development with integrating systems
- System test fixture setup and oversight to support system integration testing
- FSAT development
- System integration
- Deployment and data integrity support

Testimonial: “The City of Clewiston had been interested in updating its utility metering with an AMI system for some time to modernize our utility operations. Through the Florida Municipal Power Association (FMPA), we were introduced to Quanta Technology, which has been a valuable resource in helping the City navigate the complexities and costs associated with a procurement of this nature. Quanta Technology’s expertise and professionalism have been extremely valuable in assisting Clewiston in the process. I am glad they will continue to be working closely with our team on the deployment of the much-anticipated AMI system in our community.” – Randy Martin, City Manager



NEW SMYRNA BEACH UTILITIES

GRID MODERNIZATION STRATEGY/ROADMAP AND PHASE 1: AMI REQUIREMENTS AND BUSINESS READINESS

2019–2021

PHASE 2: AMI VENDOR SELECTION

2022–2023

Customer Name: Joe Bunch, GM/CEO

Address: 200 Canal St, PO Box 100, New Smyrna Beach, FL 32168

Email: jbunch@nsbufl.com

Phone Number: (386) 424-3000

Project Value Drivers: Grid modernization, system operation improvements

Project Profile: 21 K water endpoints, 29 K electric endpoints, Sensus solution, Cogsdale CIS system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Quanta Technology was hired in March 2019 to develop a grid modernization strategy and roadmap for New Smyrna Beach Utilities (NSBU). NSBU had recently defined its vision, mission, and value statement, which was used as the basis for the roadmap development. The roadmap was aimed at modernizing their planning and operating capabilities to enhance and strengthen grid operations and to prioritize infrastructure capital investment plans.

After the roadmap creation, Quanta Technology was hired to implement its AMI program, specifically Phase 1—AMI Requirements and Business Readiness. As part of that effort, Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

The project has recently been completed, and the contract terms have been finalized. Quanta Technology provided the following services:

- RFP bid packet preparation and commercial term incorporation
- Response to vendor questions (Q&A support)
- Contract negotiation support
- RFP issuance
- Vendor presentations and shortlist meetings
- Project stakeholder/City Council presentations

Testimonial: “Our utility saw a strategic benefit in working with Quanta Technology to develop a coordinated modernization roadmap as part of a long-term plan to modernize core operational systems and technology. It is critical to appropriately select an order of these investments to maximize operation benefits and improve the customer experience at an effective cost and in a planned manner.” – Joe Bunch, GM/CEO



CITY OF COCONUT CREEK

AMR/AMI SOLUTION IMPLEMENTATION (PHASE 1–PHASE 3)

2023–2024

PHASE 1: REQUIREMENTS AND READINESS

2023–2024 (Expected Completion)

Customer Name: Veronica Munoz, Budget and Grants Manager

Address: 4800 West Copans Road, Coconut Creek, FL 33063

Email: vmunoz@coconutcreek.net

Phone Number: (954) 956-1529

Project Value Drivers: automated meter reading, operational improvements, non-revenue water loss reduction

Project Profile: 12K water endpoints, AMR/AMI solution TBD, Central Square Community Plus CIS system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Quanta Technology was hired in July 2023 to provide consulting services in support of the adoption of an AMR or AMI solution. Quanta Technology is providing full project support from requirements definition, business process support, strategic roadmap creation, RFP technical specification and bid package, vendor selection, contracting, and implementation.

Quanta Technology has provided the following services to date:

- Business process readiness workshops
- Process workflow mapping
- Field audit and findings presentation
- RFP technical specification (in progress)
- Costing analysis/indicative pricing (in progress)
- Bid package creation (in progress)

Testimonial: “Selecting a consultant is a big decision with far-reaching implications. After completing the business process workshops, I can confirm that we made a great selection. I appreciate your professionalism, dedication, and attention to detail” – Veronica Munoz, Budget and Grants Manager

Dania Beach and Quanta Technology, LLC
Exhibit A
INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

- Bodily Injury & Property Damage Liability
- Each Occurrence \$1,000,000
- Policy Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Products & Completed Operations \$1,000,000

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

- Annual Aggregate shall apply “Per Project/Job”
- Waiver of Subrogation in favor of the City
 - Waiver of subrogation by Quanta and/or its insurers shall be provided to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Quanta.
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” added as named “Additional Insured”
 - Additional Insured status required by and/or provided under this Agreement of Quanta and/or its insurers is provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Quanta’s expressly assumed indemnification obligations under this Agreement.

II. Business Automobile Liability

A. Limits of Liability

- Bodily Injury and Property Damage
- Combined Single Limit \$1,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident \$1,000,000

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

- City of Dania Beach included as an Additional Insured
 - Additional Insured status required by and/or provided under this Agreement of Quanta and/or its insurers is provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20

37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Quanta's expressly assumed indemnification obligations under this Agreement.

III. Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

- Waiver of Subrogation in favor of City
 - Waiver of subrogation by Quanta and/or its insurers shall be provided to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Quanta.

B. Employers Liability Limits:

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

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

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

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

- i) any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or
- ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

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

A. Additional Insured status required by and/or provided under this Agreement of Quanta and/or its insurers is provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Quanta's expressly assumed indemnification obligations under this Agreement.

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000

Retro Date- Prior to commencement of job. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Other Conditions Required:

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

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

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

Insurance Carrier Financial Stability Requirements:

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

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

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

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of

expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

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

Notices/ Certificate Holder:

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

Email: Nina Rodriguez
NRodriguez@danibeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.



PROPOSAL

Advanced Metering Infrastructure (AMI) Consulting Services

PREPARED FOR

City of Dania Beach

DATE

January 12, 2024

PREPARED BY

Jesus Gonzalez, PMP
JGonzalez@Quanta-Technology.com
919.428.9332

Lou Santilli
LSantilli@Quanta-Technology.com
919.903.2207

24G001

ADDRESS

4020 Westchase Boulevard, Suite 200
Raleigh, NC 27607

LOCATIONS Raleigh (HQ) | Toronto | San Francisco Bay Area | Southern California | Chicago

PHONE 919.334.3000

WEB Quanta-Technology.com



CONFIDENTIAL/PROPRIETARY

This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC, in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) except with the written permission of Quanta Technology and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required to permit evaluation of this document. If a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the right to duplicate, use, or disclose the data is granted to the extent provided in the contract.

VERSION HISTORY

VERSION	DATE	DESCRIPTION
1.0	January 12, 2024	Initial submission



Executive Summary

Quanta Technology welcomes the opportunity to work with the City of Dania Beach (the City) to support adopting an advanced metering infrastructure (AMI) solution for its approximately 4,800 water accounts. We are an independent and diverse consulting company with more than 300 experienced consultants and industry experts. We are headquartered in Raleigh, North Carolina, with supporting offices in Illinois, California, and Canada. Over the years, we have helped many clients with AMI deployments and smart grid roadmap creation and implementation. Our experts can help you select an AMI solution to meet your needs and provide various services to leverage your investment. These benefits enable future initiatives and technologies, such as automated meter reading, customer portal, enhanced events/alarms notifications, advanced analytics, service disconnect/reconnect, pressure and leak detection, water balance, and more.

Our dedicated team of experts has decades of direct AMI project implementation experience. The team has collectively deployed more than 130 systems ranging from several thousand metering endpoints to millions of endpoints spanning large geographic footprints. Many of these projects have water and electric services and water-only areas. Because of this experience, we understand what it takes to fully adopt new technology into your workplace, business processes, and community. We have similar projects in your area as part of our work with Florida Municipal Power Agency (FMPA) members and municipalities, which we believe can bring significant synergies for you to leverage. We encourage you to contact our references to understand better their project journeys and how we have supported them by delivering quality and effective services. (Our references are listed in Section 4.)

Quanta Technology employs a native three-phase delivery approach tailored to meet your needs. Based on our discussions, we have included a full set of services through all three project phases, providing you with business process readiness reviews, a technology roadmap, solution costing/indicative pricing, customer communication planning, RFP technical specification and bid package, vendor selection, contracting, and implementation support. We believe this package will maximize your project success and provide a holistic approach to new technology adoption, including considerations for people, processes, end customers, and technology.

Thank you again for the opportunity to respond to your needs, and we hope you will find that our proposal meets your requirements. Our team members are equipped and available to provide dedicated, ongoing technical support as required.

Feel free to reach out with any questions you may have. My email address is jgonzalez@quanta-technology.com, and my telephone number is (919) 428-9332.

Sincerely,

Jesus Gonzalez, PMP
Principal Advisor



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1 Proposed Work Plan and Methodology

Through years of past advanced metering infrastructure (AMI) deployment experience and talking to various utility customers, we have seen system deployments minimized or fail—not for technical reasons but due to a lack of support within the utility, the implementation vendor, and/or the community. Successful system implementations involve business, organizational, and technical collaboration. We offer a big-picture approach founded upon four focus areas as pillars for project success (Figure 1-1):

- **People:** The keys to successful new technology adoption involve forming a cross-departmental project team, actively participating throughout the deployment, properly training staff in AMI operations, and supporting business processes.
- **Processes:** We will conduct a comprehensive business readiness assessment with key City of Dania Beach (the City) stakeholders to fully define the City’s needs, ensuring the solution can meet those needs. Also, we will conduct a business readiness assessment before going live to ensure operational success.
- **Customer engagement:** Community outreach and involvement are keys to successful deployments. So, we use community events, such as AMI Day, and provide advice regarding proper and consistent customer communication/messaging throughout the deployment.
- **Technology:** Finding the right technology fit and vendor is key to a successful AMI deployment. The vendor must provide the right proven technology and deliver services reliably and efficiently to ensure the technology is deployed successfully. We focus on reliable vendors with proven technology on deployed systems backed by customer references that can evolve to meet future needs.

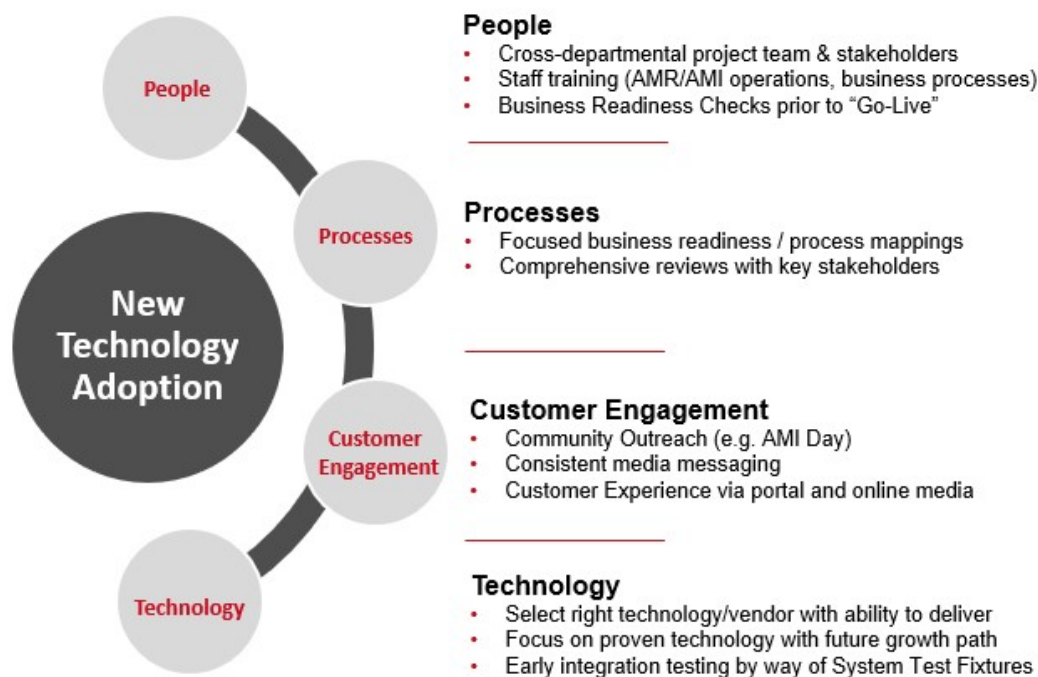


Figure 1-1. Quanta Technology’s New Technology Adoption Philosophy



1.1 Project Methodology

Our municipal clients have well received Quanta Technology's proven three-phase project approach. The municipality council can fund each phase incrementally if desired, and we can adjust future phases to meet your specific project needs. Per our discussion, we have adapted our phase content to reflect your stated needs (Figure 1-2) and provided a few optional services that may bring additional value to the project.

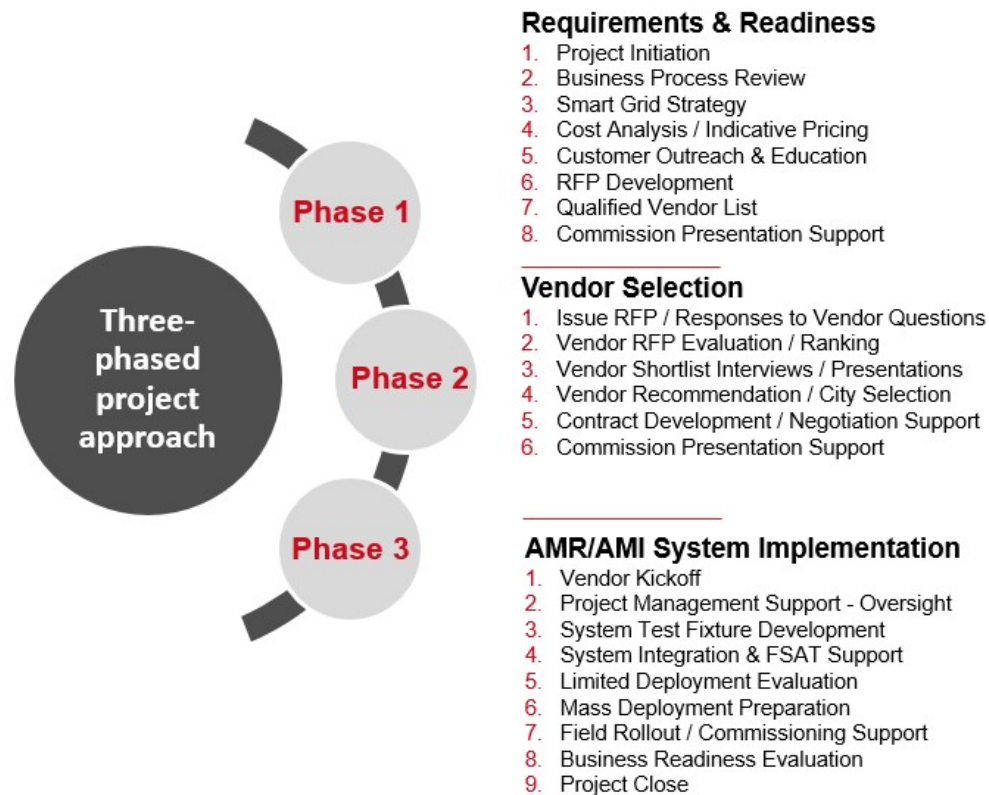


Figure 1-2. Quanta Technology's Three-Phase Project Approach



1.2 Phase 1: Requirements and Readiness

Phase 1 of the project involves business readiness workshops and artifacts, request for proposal (RFP) specification development, vendor pre-qualification, and support for a subsequent city council presentation. Careful planning is essential to the success of an AMI project. Many utilities neglect this phase in their rush to deploy the technology and discover later that they have missed some important opportunities for operational enhancements, leaving them unable to realize many of AMI's potential benefits. Quanta Technology believes in heavy upfront investment to secure downstream success.

1.2.1 Project Initiation

The project will begin with a kickoff meeting in person or via a conference call. The kickoff meeting is expected to do the following:

1. Introduce project personnel
2. Ensure the scope of work (SOW) is clear to all team members
3. Update the SOW, if needed, based on detailed discussions
4. Ensure responsibilities for all project members are understood
5. Identify subject matter experts and stakeholders
6. Develop a communication plan for internal project communications
7. Review and update the schedule as needed
8. Discuss project expectations of all parties

In addition, to make it as easy on you as possible, we will provide you with an information request packet detailing general information to help us better prepare for the meeting and forthcoming RFP specification development effort. Typical information requested includes the following:

1. The City's organization chart (indicating the team members who will be working on the project)
2. Customer Information System (CIS) account data for water metering endpoints, including the number of metering endpoints and relevant information (location, water meter sizes, types [compound, displacement, etc.], potable vs. reclaimed, models, etc.)
3. A service territory map indicating metering endpoint placement
4. Topology of the area to be covered
5. Predicted growth patterns
6. External constraints, requirements, and regulations

1.2.2 Business Process Review

Shortly after the project's kickoff, we will work with you to schedule an AMI business process readiness assessment. This typically involves one or two conference calls where we obtain the items requested in the information request packet and ask clarifying questions. These calls help better define the agenda for a follow-up three-day onsite meeting and workshop designed primarily for information gathering. Onsite workshops typically involve a series of staff interviews and group sessions to understand better customers' needs, challenges, related capabilities status, and areas of interest. It may also involve a review of field assets and points of interest. The information-gathering workshop aims to understand the City's current business practices, priorities, needs, gaps, and future desires. This information will help us customize our extensive RFP specification to tailor an AMI solution for the City. Typical topics that are covered include the following:



- Local area network (LAN) and potential solution topologies (e.g., Mesh, Star [point to multi-point])
- Wide area network (WAN) infrastructure (e.g., cellular, fiber)
- Basic billing functions (including handling compound water meters)
- Remote connect/disconnect
- Customer engagement plans
- Customer portal
- Leak detection
- Backflow prevention
- Non-pay and move-in/out
- Tamper and other losses
- Water mass balance
- Customer event notification options
- Billing schedule flexibility
- Pre-payment
- Data analytics

For example, we may discuss water mass balance based on the American Water Works Association (AWWA) Water Balance Model shown in Figure 1-3, what may need to be considered for computing a water balance, and the benefits of pursuing this computation (AMI influences yellow items, and red items are loss-related).

System Input Volume	Authorized Consumption	Billed Authorized Consumption	Billed Metered Consumption Revenue	Revenue Water
			Billed Unmetered Consumption Revenue	
	Water Losses	Unbilled Authorized Consumption	Unbilled Metered Consumption	Non- Revenue Water
			Unbilled Unmetered Consumption	
	Real Losses	Apparent Losses	Unauthorized Consumption	
			Customer Metering Inaccuracies	
			Leakage on Transmission and Distribution Mains	
			Leakage and Overflows at Storage Tanks	
			Leakage on Service Connections, up to Customer	

Figure 1-3. AWWA Water Balance

As part of the onsite workshops, we will walk through a comprehensive list of operational processes and discuss how these are performed today and how the adoption of AMI technology impacts them. The typical processes covered are listed in Table 1-1.



Table 1-1. Process Examples That Will Be Mapped During Interviews

ITEM	PROCESS
1	Calibration/Testing
2	Meter Repair/Return Process
3	Periodic Testing
4	New Installation
5	Replacement Installation
6	Indoor/Outdoor Installation Considerations
7	Leak: Customer Side
8	Leak: Utility Side
9	Leak: Septic Forgiveness
10	Bulk Sales (Temporary Meter)
11	Stopped Meter
12	Damaged Meter
13	Tamper/Theft Shutoff
14	Non-Pay Shutoff
15	Move-In/Move-Out Turn On/Shutoff
16	Billing Name/Address Change
17	Billing Dispute Re-Read
18	Read-to-Billing Process
19	Inventory Process
20	Inadvertent Meter Swap
New AMI-Only	
1	Opt-Out
2	Event Management
3	Firmware Updates
4	Customer Portal and Other New Interfaces
5	Medical Do Not Disconnect
6	Tri-State Water Meters (On, Off, Restricted Flow)
7	Others, Depending on the Utility

The information gathered from the onsite meetings and subsequent discussions will be used to develop a Phase 1 Requirements and Readiness Findings document, which will include the following:

- Key findings and notes
- AMI priorities that define the City's needs across all departments and stakeholders
- A pitfall avoidance report
- Dataflows ("as is" and "as will be")
- CIS data meter summary (quantities, types, etc.)

These elements are further described in the sections below and serve as the main deliverables of the assessment.



1.2.2.1 Key Findings and Notes

After carefully reviewing and studying all the information gathered at the workshops and through the request packet, we will provide you with our key findings. We will note strengths, gaps, and areas to consider to successfully adopt an AMI solution that will meet the City's current needs and support future growth areas. The findings will be presented as part of the Phase 1 findings document that forms the Business Readiness Assessment Deliverable.

1.2.2.2 Pitfall Avoidance Report

Quanta Technology will leverage its industry and previous project deployment implementation experiences (more than 130 AMI systems) to guide possible project pitfalls that may arise and actions that can be taken to avoid these challenges. These recommendations will be included as part of a business readiness assessment packet. This will help you avoid some of the common mistakes traditionally seen in AMI deployments.

1.2.2.3 Smart Grid Strategy

The business readiness assessment includes an effort to help the City develop a smart grid strategy that assesses the current state, gaps, and both short-term and long-term objectives in line with the City's strategic objectives. As part of this effort, we will develop an AMI Priorities Model similar to the hierarchy in Figure 1-4, where smart-grid needs are shown in order of priority. The interviews conducted during the onsite workshops will develop high-level and short- and long-term strategic priorities.

The starting point will be a broad list of available AMI functionality. During discussions with the City, we will document the priorities and justify the functionality. A more specific definition of the functionality will be developed. Finally, the foundational components necessary to support the functionality will be defined. Based on the City's priorities and well-defined functionality, the RFP technical specification will be written to address these requirements.

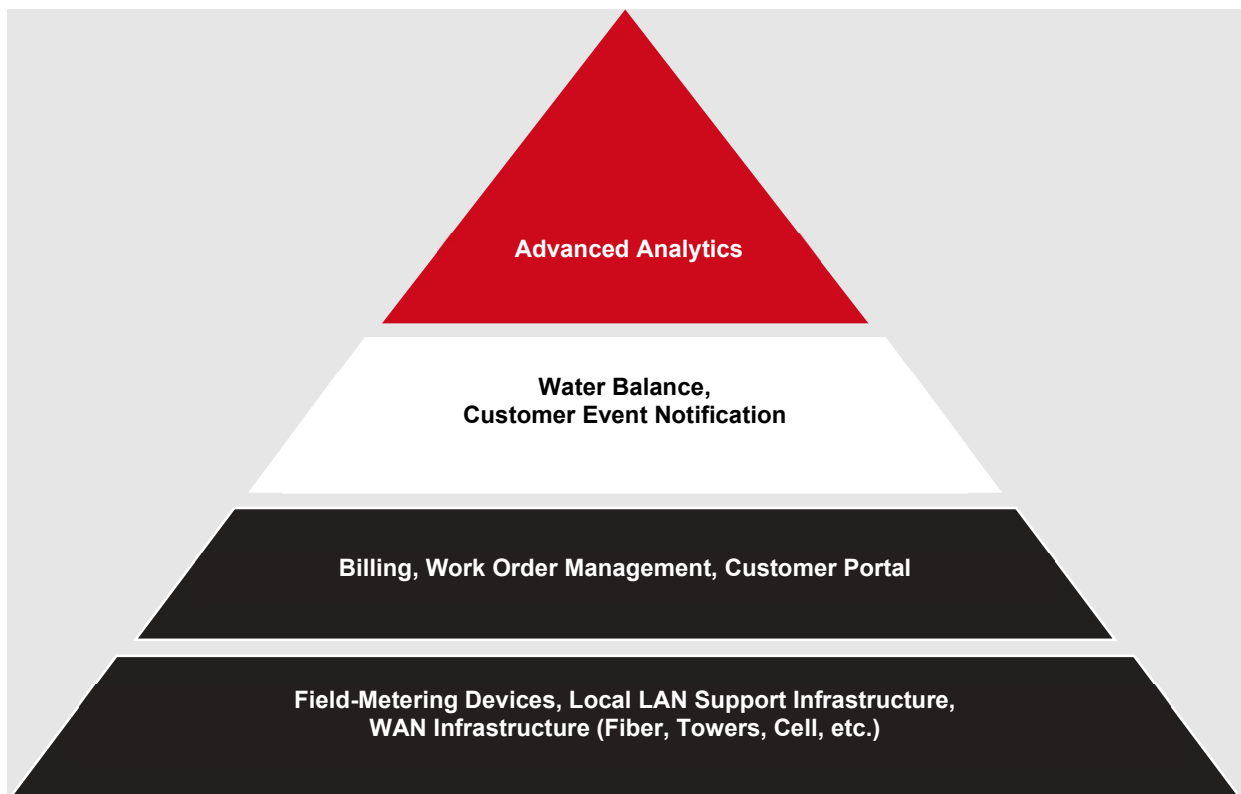


Figure 1-4. Example of AMI Implementation Hierarchy

1.2.3 Cost Analysis/Indicative Pricing

After completing the business process readiness assessment, we will take the information gathered for the City's specific processes, goals, and vision and combine that with our industry knowledge to provide a cost analysis with indicative pricing. This effort is not a full cost-benefit analysis but will provide indicative costs to expect, key costing parameters, along with indicative pricing on potential AMI solutions. We will use our costing model and run it with high-level costing factors pertaining to your operations to provide a cost/savings break-even analysis. The information will be compiled and presented in the Phase 1 Findings Report.

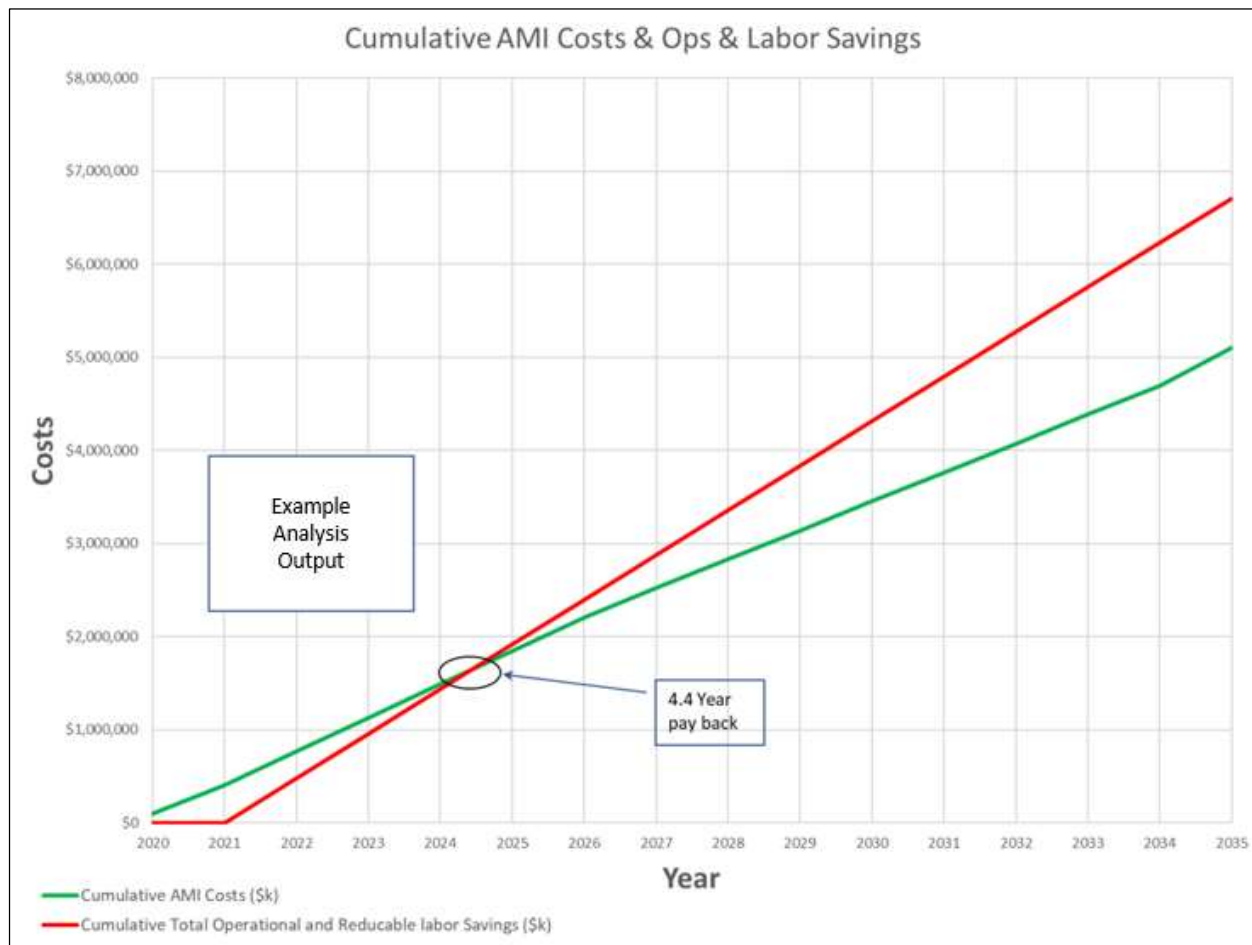


Figure 1-5. Example Cost Payback Chart

1.2.4 Customer Outreach and Education Planning

Customer outreach and engagement is one of Quanta Technology's pillars of project success. We will lead and coordinate customer outreach, education, and communication planning activities. Typically, this involves communication via multiple means (e.g., digital, web presentation, educational videos, and printed materials) leading to mass deployment. Special emphasis is placed on communicating benefits and the reasoning behind the AMI investment and addressing typical customer concerns around privacy, billing, and health impacts. Our communication planning also includes scripting for customer touch points (such as customer services representatives and field installers), ensuring consistent communication throughout the deployment. We have also seen success using a community outreach AMI Day event performed with the solution provider. The event exposes the community to the technology and provides a public forum for presentations and meaningful conversation, dialogue, and question/answer exchanges.

1.2.5 RFP Technical Specification Development

We will take the information gathered as part of the business process assessment to tailor our RFP technical specification to reflect the features and functionality needed in an AMI system that will be foundational to improving the City's business and meeting its project implementation goals. Our AMI specification is a comprehensive document. It defines a complete turnkey solution, including hosted services, system integrations, field installation, a work order management system (WOMS), training, acceptance testing, contractual obligations, warranties, supporting services, and very detailed product requirements necessary



to deliver your needed capabilities. The resulting specification is typically over 100 pages and contains over 250 system requirements. See an example in Figure 1-6.

Examples of topics covered in the specification include the following:

- Background and overview of the City's current installed metering base and back-office systems
- The City's program objectives and desired features
- Supplier's firm experience and references
- Scope of services
- Communications infrastructure
- Comprehensive requirements for water meters, including ratings/standards, functionality, performance, warranty considerations, and more
- Software systems and IT integrations
- Security
- Field installation and WOMS requirements
- Vendor training of the City's employees
- System performance requirements
- Supporting services
- Contractual obligations and warranties
- Pricing



Figure 1-6. RFP Technical Specification Example

We will provide the RFP technical specification and advise the City and its contracts group to incorporate commercial terms into the RFP bid package. We will also review the final RFP bid package. The City is responsible for issuing the RFP bid package to the pre-qualified list of vendors.

1.2.5.1 Meter Geospatial Mapping

When issuing an RFP technical specification for a communicating AMI system, meter, and asset location data are critical for an AMI vendor to provide firm pricing because the distribution of these assets will drive communication's infrastructure needs. For this effort, we will use the City's existing location data and our standard geocoding approach for locating meters and assets based on postal addresses if needed. This effort will generate location data tables and geographic information system (GIS) maps (Figure 1-7) to be included in the RFP for the following:

- Water meters
- Assets that may be potential locations for communications infrastructure

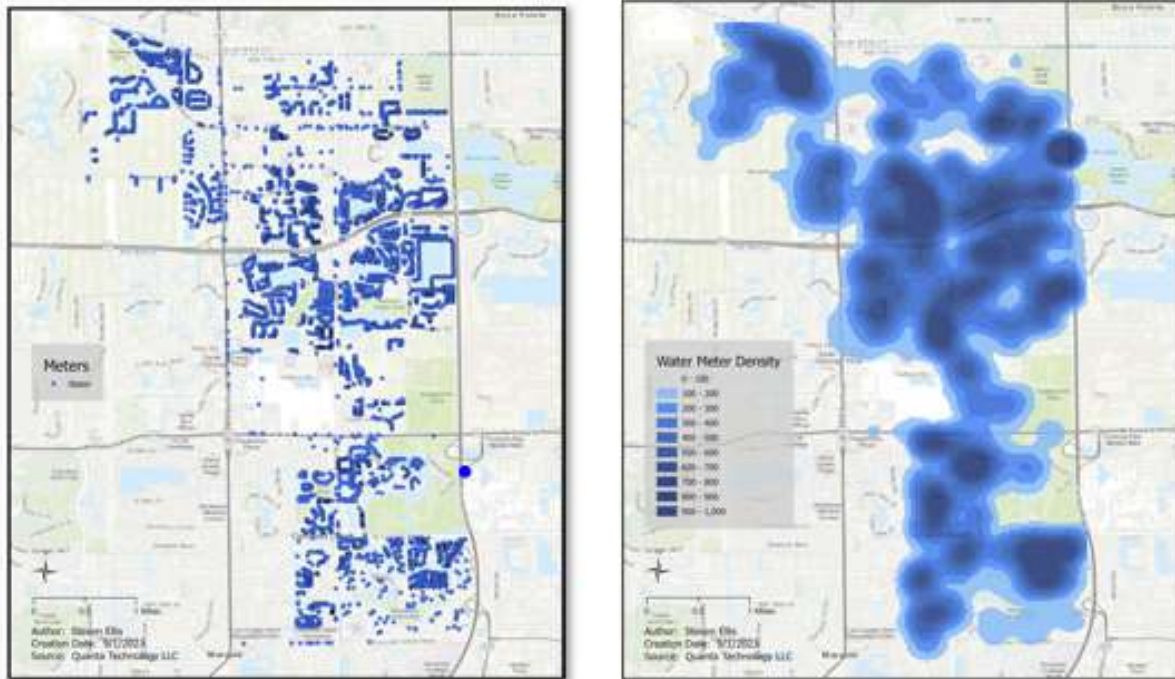


Figure 1-7. Examples of GIS Maps

1.2.6 Qualified Vendor List

We will work with the City to develop a list of qualified AMI vendors by vetting potential prospects using qualifying questions that we have developed and reflecting key qualifiers that, based on our deployment experience, are necessary to increase project success. For example, we seek vendors that are owners of the technology (not a distributor), have a proven field-deployed solution with reference customers, and more. These questions are designed to produce qualified vendors who can deliver the solution that meets the needs described in the RFP specification.

We will evaluate the vendor responses and recommend that three vendors receive the bid package with the RFP specification. We will provide a table list supporting Quanta Technology's recommendations and summarize responses and rationale for selecting the qualified vendors.

1.2.7 City Council Presentation Support

Quanta Technology will support the City's team as needed to present findings and recommendations to council members at scheduled board meetings or events as needed. We will have our team representation on site to present and answer any follow-up questions if required.



1.2.8 Phase 1 Service Task Summary

#	SERVICE ITEMS	ESTIMATED HOURS	DELIVERABLES	CITY NEEDS
1	Project Initiation	6	Project workbook (Excel): • Kickoff meeting notes	• Information request packet • CIS account data
2	Business Process Review	119	Phase 1 Findings Report (Word): • Key findings and notes • Process impacts/gaps • Avoiding pitfalls report • Process/data flows • CIS meter data summary	• Stakeholder participation (Billing, Finance, Operations, etc.)
3	Smart Grid Strategy	7	Phase 1 Findings Report (Word): • AMI strategic roadmap	• Stakeholder participation
4	Cost Analysis/Indicative Pricing	16	Phase 1 Findings Report (Word): • Cost and break-even findings	• Stakeholder participation
5	Customer Outreach and Education	8	Phase 1 Findings Report (Word): • Customer outreach strategy/plan	• Stakeholder participation
6	RFP Technical Specification Development	76	• RFP technical specification document (Word)	• Stakeholder participation
7	Qualified Vendor List	8	• Qualified vendor list	• Issuance of pre-qualification questionnaire to vendors
8	City Council Presentation Support	13	• Council presentation material (PowerPoint)	• Stakeholder participation

1.3 Phase 2: Vendor Selection

Phase 2 of the project involves issuing the RFP, responding to vendor questions, conducting vendor conference interviews, evaluating proposals, ranking and selecting vendors, conducting shortlist interviews, and compiling all findings into a comprehensive recommendation presented to the City team and project stakeholders. Essentially, this phase focuses on issuing a comprehensive RFP bid specification and narrowing down the vendors to arrive at a recommended qualified vendor with a proven technology solution that can deliver the required services to deploy the solution successfully.

1.3.1 Issue RFP/Respond to Vendor Questions

After aligning the City's standard bid terms and conditions with the RFP technical specification, we will create and issue the RFP bid package on behalf of the City using our standard proven processes and tools. The RFP respondents will be allowed to ask questions regarding the content of the RFP. We will work with the City to prepare responses to any questions from vendors regarding the RFP. All questions and responses will be distributed to all vendors, with any information identifying the vendor removed.

1.3.2 Proposal Evaluation/Rankings

The proposal evaluation typically includes the following:

- High-level compliance review to ensure bids are compliant before evaluation (up to three bids)
- Obtaining evaluation tool input from the City stakeholders for the bid process



- Conducting a detailed proposal review and ranking based on the City's evaluation tool input
- Developing a report or presentation summarizing the proposals and the question/answer results to define a recommended shortlist (maximum of two vendors)

This approach offers a blended approach where the City provides input into the relative importance of AMI RFP Specification requirements with guidance from Quanta Technology. Our team leverages its industry experience to rank the proposals. Requirement weightings for each major category (technical, pricing, and commercial) are collected. An example is shown below in Figure 1-8.

Category	RFP Sec. #	Topic	Response Table #	Importance of the Requirement	Importance value
				FE: Must; weighting 1.0 M: Important but not disqualifier; weighting 0.5	numerical value based on H, M, L
Pricing	22	Pricing	Table 22-1. One-Time Pricing: AMI Software Integration as Required per Specifications	M	0.5
			Table 22-2. One-Time Pricing: Training as Required per Specifications	L	0.25
			Table 22-3. One-Time Pricing: Infrastructure and Installation (Meters, Repeaters, Communications Hardware)	H	1
			Table 22-4. One-Time Pricing: Spare Parts	L	0.25
			Table 22-6. One-Time Pricing: Miscellaneous	L	0.25
			Table 22-7. Total One-Time Pricing Summary	L	0.25
			Table 22-8. Recurring Service Fees for Years 1-10	H	1
			Table 22-9. Network Managed Services Fees for Years 1-10 (Optional)	L	0.25
			Table 22-10. Fees for additional Requested Services	M	0.5
			Table 22-11. Extended Warranty Pricing	M	0.5
	23	Proposed Payment Plan	Table 23-1. Proposed Payment Terms	M	0.5
		Pricing Risk Confidence	Reviewers view of Pricing Risk with this Bidder If unsure, make all bidder 10.0 Low risk is 10, high risk is 0	H	1

Figure 1-8. Example of Weighted Input for the Quanta Technology Evaluation Tool

Once the input is collected, we will evaluate each vendor proposal and generate a summary report. An example is provided in Figure 1-9. We also offer an expanded evaluation service, available upon request, where the City fully participates in the proposal rankings or, should the City desire, ranks more than the recommended three vendors.

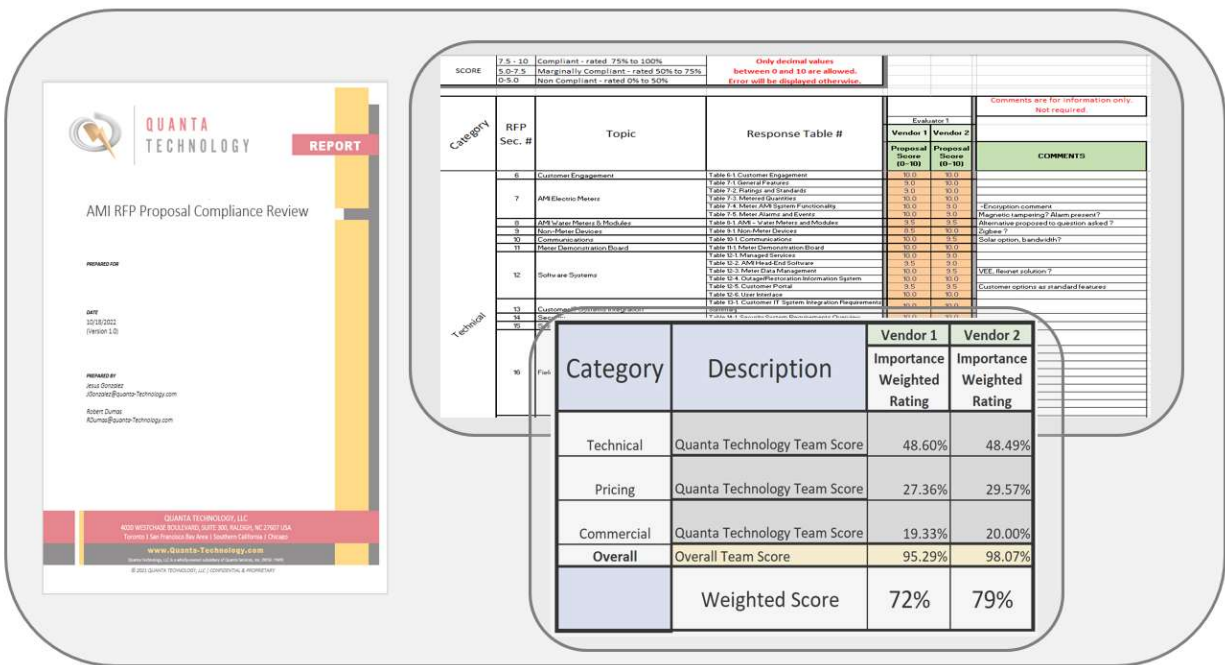


Figure 1-9. Evaluation Matrix and Report

The Vendor Recommendation Report will list the top two vendors with the best solution fit (technology solution and deployment services), which will be considered the shortlist candidate recommendation.

1.3.3 Shortlisted Vendor Presentations

Once the two shortlisted vendors are determined, we will coordinate one or more web conference meetings to allow them to clarify their proposals further and discuss any other information that will assist the City's evaluation. Vendors can then provide their best and final offer (BAFO).

1.3.4 Vendor Recommendation/Support for City Selection

Quanta Technology will collect all the previous information gathered through the RFP process and develop the Final Vendor Recommendation Report. The report will detail the selection process, rationale, and why the final vendor was recommended. This report will be a PowerPoint presentation that can be presented to the City's team to support their final vendor selection. Quanta Technology will provide a final recommendation to help the City make the final selection.

1.3.5 City Council Presentation Support

Quanta Technology will support the City's team as needed to present findings and recommendations to council members at scheduled board meetings or events as needed. We will have our team representation on site to present and answer any follow-up questions if required.

1.3.6 Contract Development/Negotiation

Once the vendor of choice is selected, the contract negotiation process begins. Normally, the City's and vendors' attorneys handle most of the contract work, with Quanta Technology facilitating to ensure the task remains on track. We will also advise on AMI-specific elements of the contract, such as appropriate performance standards and AMI-specific processes.



The City will be responsible for providing Quanta Technology with its standard contract modified by the selected AMI vendor. The contract will include all the City's commercial and legal requirements. We will work with the City and suggest updates to the contract to cover important AMI contractual topics. We will provide two turns of the contract with conference calls as needed. Table 1-2 below highlights some critical items Quanta Technology will ensure are covered in the contract(s).

Table 1-2. Important Contractual Topics

MAIN	CUSTOMER ENGAGEMENT	AMI SYSTEM	METER INSTALLATION
• Warranty (particularly in the water meter water ingress area) • Indemnity • Limitation of liability • Damages (liquidated or actual) • Cancellation • System acceptance	• Ease of use • Door hangers • Call center • Customer portal	• System availability percentage • Scheduled maintenance • Disaster recovery • Recovery times • System security • Customer data protection • Licensing • Maintenance and support • Alternate meter supplier • System training	• Insurance • Background checks and drug testing • WOMS system • Safety and protective equipment requirements • Vehicle signage • Personnel dress code and behavior • Right to remove personnel • Temporary stand-down provisions

We will lead the subsequent negotiations once the contract starting point has been established. These negotiations will typically involve several rounds of redline edits between the parties and will be accompanied by phone conferences with vendor contract personnel. Ultimately, this process will finalize and execute the contract for the City and vendors.

Quanta Technology will support the City during the approval process, including onsite representation if required and technical advisement as needed.

1.3.7 Phase 2 Service Task Summary

Table 1-3. Phase 2 Service Task Summary

#	SERVICE ITEMS	ESTIMATED HOURS	DELIVERABLES	CITY NEEDS
1	Issue RFP/Responses to Vendor Questions	18	• Issued RFP bid package to pre-qualified vendors • Consolidated questions/responses sent to all Bidders	• City to issue the RFP bid package through preferred means • Response input to applicable bidder questions
2	Bid Evaluation and Ranking	77	• Compliance Review Report	• Evaluation tool parameter input
3	Vendor Shortlist Interviews/Presentation	13	• Shortlist meeting for two vendors	• Stakeholder participation
4	Final Recommendation to Support City Selection	13	• Evaluation Results Report • Evaluation Tool Matrix with vendor bid rankings	• Final vendor selection
5	Contract Development/Negotiation Support	62	• Technical advisement and review	• Legal contract and support
6	City Council Presentation Support	9	• PowerPoint package with a final recommendation and supporting documentation	• Stakeholder participation



1.4 Phase 3: AMI System Implementation

This phase covers the execution of the AMI system deployment project. In this phase, Quanta Technology provides a utility-experienced PMP-certified project management prime, fully responsible for end-to-end implementation from start-up planning and preparation to final acceptance (Phase 1–Phase 3). Our technical advisors will support the project manager using our innovative approaches to key functions such as system integrations and our extensive experience with field deployments—positioning your project for maximum success.

1.4.1 Vendor Kickoff Meeting

A typical kickoff meeting would cover the following:

- Introducing project personnel
- Discussing project expectations of all parties
- Ensuring the scope of work is clear to all team members
- Updating the scope of work, if needed, based on detailed discussions
- Ensuring responsibilities for all project members are understood
- Developing a communication plan for internal project communication
- Reviewing and updating the scheduling information as needed
- Reviewing the deployment/implementation, test, and customer marketing/communications plans

1.4.2 Project Management Support

Quanta Technology will assign Rick Garvin, an experienced PMP-certified AMI project manager located in Raleigh, North Carolina, to provide oversight and technical guidance, working closely with a City-appointed Project Manager or Team Lead and the vendor's Project Manager to manage project implementation from start to finish. Rick will work closely with Jesus Gonzalez as the Program Manager and the City's team off-site and onsite as needed to manage the project's implementation carefully. He will work through all the required tasks during the deployment, including project planning, risk management, communication, action tracking, status reporting, and project oversight. He will also be responsible for escalating issues during the project to the appropriate City team members and driving those issues to a conclusion.

Shortly after the kickoff meeting, Rick will work with the City team to develop a comprehensive project plan and schedule that includes a detailed work breakdown structure for tasks, project dependencies, and responsible parties. It will serve as a living plan updated weekly throughout the deployment. In addition, he will develop an action register to track ongoing actions and a communications plan detailing methods of information collection and distribution to ensure consistent communication to proper stakeholders throughout the project. Project risks will be proactively evaluated and documented in the Project Risk Register.

Rick will hold regular status calls (typically weekly) with all key City stakeholders, the vendor, and supporting partners (distributors, installation vendors, etc.) to review tasks, acquire status, assign and drive project action items, and review upcoming scheduled items. He will provide a meeting agenda ahead of the meeting and meeting notes shortly after the conclusion of each call. Additional follow-up working meetings are planned and needed to address specific items. Rick will be supported by Quanta technology subject matter experts (SME) and executive staff as needed.



It is important to note that the City-appointed Project Manager or Team Lead position is key to project success, and it is recommended that the appointed resource have experience in City functions and have some background in project management or coordination/planning activities.

1.4.3 Development of System Test Fixture

To increase project success and reduce implementation risks, we have introduced an innovative approach of using a System Test Fixture to ensure that all integrations are in place and tested before deploying any meters to the field (see Figure 1-10). The fixture will contain one of each water meter type and any other purchased products the vendor provides. Quanta Technology will monitor the design and suggest developing the fixture design and test plan. This fixture can be used for functionality testing, training, and demonstrations.



Figure 1-10. Example of Water System Test Fixture

1.4.4 System Integration and Functional System Acceptance Test Support

We will provide oversight and support with the implementation and AMI rollout, including the critical integration area with the City's existing information technology (IT) systems. These integrations are the vendor's responsibility, with support from the City. Quanta Technology will monitor this integration work and work with the vendor to ensure a successful implementation. Key areas of support include the following:

- **Integration scope of work (SOW) with systems:** The installation vendor will own the system integration effort. However, we provide oversight in creating SOW specifications with each system provider to integrate their existing system with the AMI solution. Typical integrations can involve multi-speak, web services, or flat file integrations.
- **System test fixture delivery:** We will work with the implementation vendor to deliver a system test fixture for the purchased water metering endpoint to support integration development and FSAT testing.



- **Functional system acceptance test (FSAT) creation:** We will provide oversight in creating an FSAT test specification that defines the tests to be executed to validate successful integrations. The approach we have found most successful is to have the system vendor develop the initial draft of the test plan with a detailed review from the client and Quanta Technology to ensure that all functionality and systems integrations follow the specifications. FSAT will prove this in all system integrations, including the installation vendor's WOMS system.
- **FSAT testing support:** We will provide oversight during the FSAT testing phase using the system test fixture and augmented with friendly field installations. This will provide some real field installations as the final step of FSAT before mass deployment.

Once FSAT is complete and the integrations are proven operational, a go-ahead for the limited deployment evaluation can be granted. Our team has worked with over 30 suppliers in the system integration effort across various deployment projects and understands the elements necessary for successful integrations.

1.4.4.1 Incorporation of Meter Data Management (MDM) Functionality

Quanta Technology recommends that the City explore the AMI vendor's MDM-lite capabilities to assess if these capabilities are sufficient to meet the City's needs. Vendor MDM-lite and analytics capabilities can include smart water application packages that can provide valuable information such as billing access, operational dashboards, alert and alarm management, water loss analysis, and more. We recommend leveraging the limited deployment evaluation to include trialing vendor capabilities in this area.

Exposure to the vendor's analytics capabilities will also better formulate the City's understanding of these features, thus building a better foundation upon which to solicit a full MDM system if deemed necessary. We also recommend that the City decouple the MDM incorporation as a separate project phase and not attempt to integrate an MDM in parallel with adopting an AMI solution.

1.4.5 Limited Deployment Evaluation

Shortly after FSAT completion, we will work with the City and the AMI vendor to conduct a limited deployment of approximately 300 total water meters, ensuring a good representation of accounts is reflected in the deployment area, including support for compound water meters (if applicable) to test billing use cases, vendor analytics, etc. The limited deployment should be run for a minimum of two to three billing cycles and will prove end-to-end system integrations. Limited deployment test scenarios will be run to ensure the City is comfortable proceeding with mass deployment.

1.4.6 AMI Mass Deployment Readiness Assessment

We will work with the City—and ultimately the selected vendor—to develop detailed implementation plans, including project schedules, communications plans, testing plans, and more. As we approach the start of mass deployment, we will conduct a comprehensive deployment readiness assessment and work with the City, the solution vendor, and the installation contractor to ensure these items have been addressed to facilitate a successful start to mass deployment. Typical items covered include the following:

- Installer and customer safety considerations
- Work release and dispatching strategy
- Customer communications
- Customer marketing (e.g., billing inserts, door hangers, web notices, AMI day, etc.)
- Call center and installer scripting for consistent messaging
- Billing blackout handling



- Special account handling (VIP, medical, etc.)
- Installation production targets and working hours
- Successful installation definition
- Handling of meter access issues and Cannot Locate accounts
- Handling of water plumbing issues
- Return to utility (RTU) accounts/conditions
- Legacy meter disposal
- Meter exchange documentation (including installation photos, last read, etc.)
- Back-office last read validation for water reads
- Return Material Authorization (RMA) product return procedures
- Customer claims process
- Receipt of shipment procedures
- Inventory management
- New hire onboarding and training
- Field installation audits
- Supporting materials (access keys, meter pit lids if applicable, etc.)

1.4.7 Field Rollout/Implementation Support

Once the mass deployment commences, we will provide ongoing support for the meter exchange activities throughout the deployment, primarily led by the Project Manager. We will also provide a technical advisor who will be available to address project and technology-related issues throughout the deployment. This task typically includes the following activities during field rollout:

- Vendor meetings
- Schedule management
- Contract administration and change orders (if required)
- Weekly calls and periodic onsite meetings
- Field install oversight, including tracking and reporting of
 - Pre-deployment initial testing, including all system integrations
 - Return material authorization activities
 - Install progress (plan vs. actual)
 - Return to utility non-install resolutions
 - Customer complaint resolutions
 - Safety issues and reporting
 - Daily/weekly install plans
 - Quality assurance activities



1.4.8 Business Readiness Evaluation

We will conduct a business readiness evaluation assessment before going live and system turnover toward the tail end of mass deployment. This activity is designed to identify any process modifications or gaps in training with staff and allow time to correct and adjust before going live. Quanta Technology will lead the assessment using a predefined checklist of items to be reviewed with City staff. We will support and guide any final adjustments made.

1.4.9 Project Closure

After the project, Quanta Technology will assist the City staff with any project closure activities, typically involving final financials, lessons learned events, and other items required to complete the project.

1.4.10 Phase 3 Service Task Summary

Table 1-4. Phase 3 Service Task Summary

#	SERVICE ITEMS	ESTIMATED HOURS	DELIVERABLES	CITY NEEDS
1	Vendor Kickoff	13	Meeting notes	Stakeholder participation
2	System Test Fixture Development	13	Technical advisement to ensure the functioning test board	Stakeholder participation
3	System Integration and FSAT Support	50	Technical advisement supporting the system integration and FSAT test plan	Stakeholder participation
4	Limited Deployment Evaluation	21	Evaluation results summary	Stakeholder participation
5	Mass Deployment Preparation	13	Mass deployment checklist	Stakeholder participation
6	Field Rollout/Commissioning Support	36	Technical advisement during field rollout	Stakeholder participation
7	Business Readiness Evaluation	15	Readiness assessment summary	Stakeholder participation
8	Project Close	14	Administrative closure	Stakeholder participation
9	Project Management Support Phase 3	250	Project management support and oversight (over eight months)	City PM counterpart support to coordinate City internal activities

1.4.11 Optional Project Services

The following optional services can be offered upon request. These services are designed to provide additional support as deemed necessary by our clients.



Table 1-5. Optional Project Services

#	SERVICE ITEM	DESCRIPTION
1	Data Cleansing Support	We will provide one of our data analysts to work alongside City staff to support data corrections to obtain a good representation of the meter population and proposed AMI replacements or retrofits. Typical data that are used include the following: • Water meter sizes • Water meter types (compound, etc.) • Water services classes (e.g., potable, reclaimed, etc.) • GIS coordinates (latitude/longitude) for all metering endpoints • GIS coordinates for any mounting assets for network infrastructure
2	Reference Customer Visits	Should the City deem it useful, Quanta Technology would assist with reference customer site visits to obtain firsthand knowledge of the AMI system's capabilities and performance. Before the visits, we would develop a list of questions with the City and assist in developing the meeting agenda, accompany the City during the visits, and facilitate discussions as needed. We assume there will be one visit per shortlisted bidder for no more than two visits.
3	AWWA Water Balance Computation Support	We can work with the City to set up the AMI system to enable AWWA water balance assessments and water audits to determine the efficiency of the water distribution system and City accounting/operational practices. Typical activities include the following: • Advisory consultation of placement of metering non-revenue system boundaries to enable water audit computations • Set up the AMI system to obtain measurements • AWWA M36 Water balance audit computations • Identification of apparent (nonphysical) and real (physical losses)

1.4.11.1 Grant Assistance

Quanta Technology actively works with clients through a full lifecycle of grant assistance processes, from providing eligibility assessments to helping develop a strategic roadmap, prioritization, and partnering with our clients on funding proposals and applications. An overview of the process is shown in Figure 1-11.

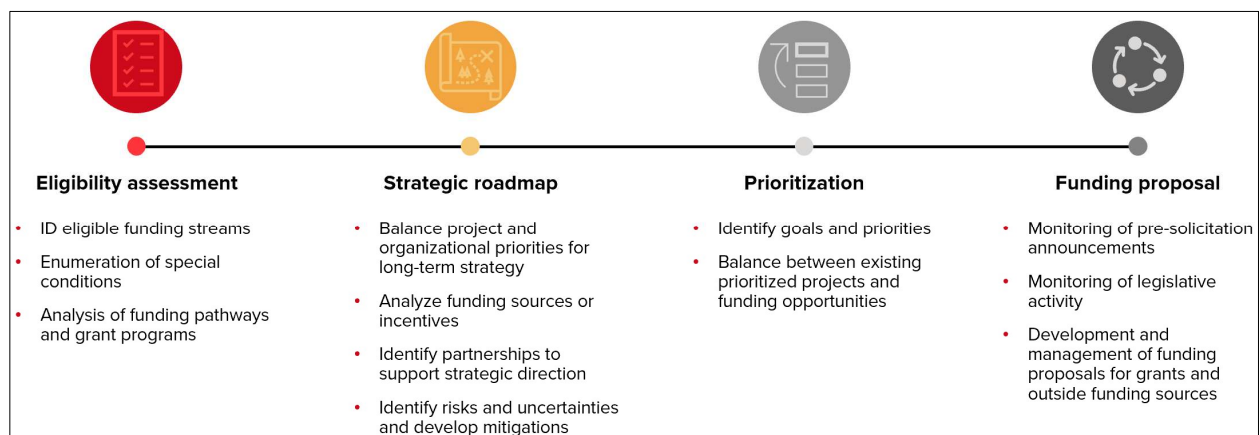


Figure 1-11. Grant Assistance Process Overview

Specific services beyond general insights and recommendations included in the financial analysis can be discussed and offered separately per request.



2 Qualifications and Experience

2.1 Firm Overview

Founded in 2006, Quanta Technology is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our corporate headquarters is in Raleigh, North Carolina, and we have supporting offices in Illinois, California, and Canada. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well-established in North America and numerous international markets. Our clients include energy-delivery utility companies (investor-owned utilities, municipalities, cooperatives), large industrial companies, energy suppliers, regional transmission organizations/independent system operators (RTOs/ISOs), and energy industry research and support organizations.

Quanta Technology is a wholly owned subsidiary of Quanta Services, Inc. (NYSE: PWR). Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power, oil, and natural gas industries. With a workforce tens-of-thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the manpower, resources, and expertise to complete projects that are local, regional, national, or international in scope.

For more information about Quanta Technology, visit our website at <https://quanta-technology.com>.

We want to highlight a few key points when considering Quanta Technology:

7. **Quanta Technology is a fully independent consulting firm that is vendor-neutral.** We have no associations with any vendor or product distributor and do not derive revenue from any technology sale or resale for any product or service. While independent of any vendor, we have extensive background and experience deploying systems with all major AMI vendors and know and understand their systems and methods. By being independent, we can leverage our rich background to advise you on the best solution for your business needs.
8. **Quanta Technology offers exceptional industry experience and technology consulting services.** Each staff member has more than 40 years of experience and collectively more than 120 years of experience as a team. It is not just the years of experience but also the relevance and quality of experiences. We have worked for most major AMI vendors and have direct experience deploying and adopting systems. We know and understand what you need to deploy systems successfully.

WE PROVIDE A FULL SPECTRUM OF SERVICES

- Grid modernization and business strategy
- Regulatory compliance
- Transmission and distribution
- Automation and testing
- Asset operations
- Protection and control
- Asset management
- Electrical transportation
- Advanced metering infrastructure
- Enterprise integration
- Smart grid strategies
- Applied research and development
- Renewables integration
- Energy storage
- Microgrids
- Workforce training and augmentation



9. **Quanta Technology is your trusted advisor, leveraging our experiences to protect your project investment and success.** Our vast industry and direct project deployment experience is key to protecting you from experiencing some of the common pitfalls that negatively affect project deployments. We understand the importance of aligning stakeholder expectations, addressing organizational readiness gaps, preventing underutilizing of system value through critical integrations, and ensuring the wrong technology/service is not selected to meet your current and future needs. We also understand how to leverage your investment to derive future benefits by improving customer engagement through customer portals, improving operations with advanced analytics, and reducing non-revenue water loss through active water balance computations.
10. **Quanta Technology offers a holistic approach to technology adoption that considers people, processes, end customers, and technology.** Many consulting services focus on technology and technology adoption. We step back and take a broader, more comprehensive approach.
11. **Quanta Technology truly adopts a partnership mindset when engaging customers.** We focus on the customers' needs and develop relationships built on trust, listening to customers, and looking out for our clients' interests as part of an integrated team. A significant amount of our business comes from repeat customers. We encourage you to contact our references to see how our philosophy builds good experiences.

2.2 Company Profile

ITEM	QUANTA TECHNOLOGY, LLC
Years in Operation	17 (Since 2006)
Ownership	Wholly owned subsidiary of Quanta Services, Inc.
Headquarters	4020 Westchase Blvd, Suite 200, Raleigh, NC 27607
Contact Information	(919) 334-3000
Total Employees	334+
Outstanding Legal claims (last 5 yrs.)	Quanta Technology has no outstanding legal claims.
Financial Stability	Quanta Technology is not authorized to disclose financial information as a wholly owned subsidiary of Quanta Services, Inc., a publicly owned company. For financial information, refer to Quanta Services' 2022 annual report: https://investors.quantaservices.com/financial-information/annual-reports
Website	Quanta-Technology.com
Main Contact	Jesus Gonzalez jgonzalez@quanta-technology.com 919-428-9332

2.3 Project Personnel

Our assigned project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City's project. Our team is led by Jesus Gonzalez, a certified Project Management Professional (PMP), who serves as the Program Manager. Jesus has more than 11 years of utility deployment experience and 24+ years of project management experience. He is supported by David Hart, the Vice President of Protection, Control, and Automation, and the team detailed below.

The proposed personnel for this project and their roles and responsibilities are shown in Table 2-1. The Project Manager's resource allocation is anticipated to vary from 20%–50% throughout the project, with peaks of 100% during needed timeframes. The remainder of the team will be dedicated to the project as required. The project's scope will determine the level of involvement in any given phase. This involvement



can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

Table 2-1. Proposed Staff Qualifications Summary

NAME	TITLE	RELEVANT EXPERIENCE	ROLE	INVOLVEMENT LEVEL	PROJECT CONTRIBUTION
Jesus Gonzalez, PMP	Principal Advisor	11+ years utility 24+ years PM Electric/water	Program Manager	Heavy	Project Management, Team Lead, Customer Prime
Robert Dumas, PhD, PE	Principal Advisor	40+ years utility Electric/water	Subject Matter Expert	Heavy	Technical Prime, Advisement, Process Development
Rick Garvin, PMP	Senior Advisor	10+ years utility 15+ years PM Electric/water	Project Management Project Support	Heavy	Project Management, Project Support
Lou Santilli	Principal Advisor	38+ years utility Electric/water	Subject Matter Expert	Support	Costing and Project Support, Advisement
David Uy, PE	Principal Engineer	27+ years utility Electric	Engineering and Project Support	Support	Data Analysis, Project Support
Steven Ellis	Consultant III	10+ yrs. industry	Geospatial Analysis	Support	Geospatial Data Analysis, MAP Generation
David Hart, PhD	Vice President	35+ years utility	Executive Sponsor, Project Sponsor	Support	Executive Oversight, Resource Support

2.3.1 Project Organization

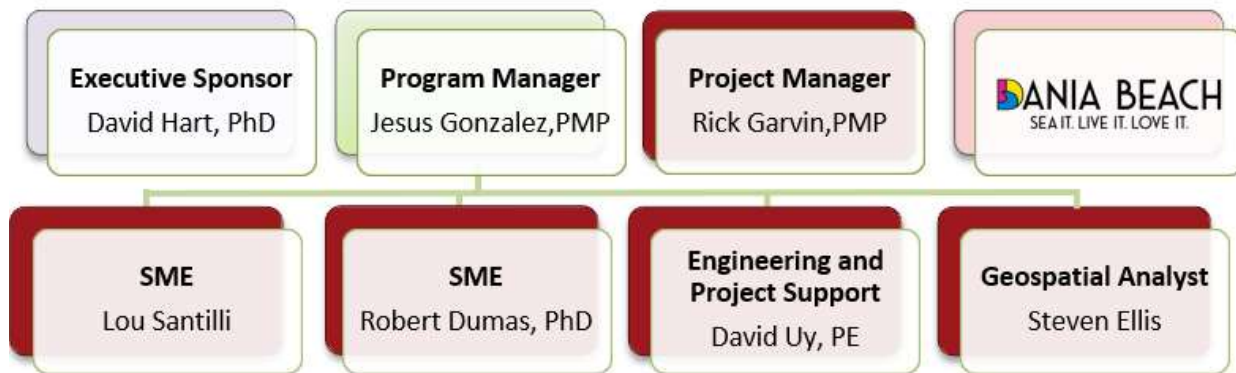


Figure 2-1. Project Organization Chart



2.3.2 Staff Resumes

JESUS GONZALEZ, PMP

JESUS GONZALEZ, PRINCIPAL ADVISOR, has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over 11 years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions and ABB), where he led and managed numerous deployment projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America and Mexico. He holds a master's degree in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI) electric, water, and gas system deployments
- Project Management planning and governance, risk analysis/management, cost control
- Project Management Office Portfolio Management, Clarity PPM

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 1987–2011
- Clarity Program Manager, PMO Office, Tekelec 2011–2007
- Senior Technical Manager, Lucent Technologies 1996–2003
- Member of Technical Staff, AT&T Bell Laboratories 1987–1996

RELEVANT FIELD DEPLOYMENT PROJECTS

- City of Newberry: Water 2.1 K, Electric 1.9 K, AMI deployment (Quanta Technology)
- City of Clewiston: Water 4 K, Electric 4 K, AMI deployment (Quanta Technology)
- City of Tallahassee: Water 87 K, Electric 113 K, Gas 24K, AMI deployment (Honeywell)
- City of Fort Collins: Water 31 K, Electric 68 K, AMI deployment (Honeywell)
- Lafayette Utilities System: Water 56 K, Electric 65 K, AMI deployment (Honeywell)

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Project Management Professional (PMP), 2007–Present
- Six Sigma Green Belt, Villanova University

EDUCATION

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987



LOUIS A. SANTILLI

LOUIS A. SANTILLI, PRINCIPAL ADVISOR, has over 38 years of professional experience in all aspects of electric, water, gas, smart city, and smart grid distribution systems, generation, customer service, and financial management. His investor-owned utility experience includes over 24 years in operations, engineering, and management roles in nuclear and fossil generation, transmission and distribution, and electric metering. He has over 14 years of system integrator and manufacturer experience. He led and managed numerous gas, water, and electric projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI) electric, water, and gas system deployments
- Smart city and smart grid systems
- Program management planning and governance, risk analysis/management, and cost control
- Renewables (battery storage, electric vehicles, solar, and wind)

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 1979–Present
- Principal Advisor, Quanta Technology 2022–Present
- Consultant, Harbourfront Group 2021–2022
- Chief Operating Officer / Equity Partner, Eplis2 2021–2022
- Vice President of Business Development, Bloom Energy 2021
- Area Vice President Enterprise Projects, Sales and Services, Itron, Inc. 2007–2021
- Operations, Engineering, and Management, Progress Energy Corp (Duke Energy Corp.) 1983–2007
- Salem/Hope Creek Nuclear Maintenance, PSEG Nuclear LLC 1998–2000

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Certified Energy Manager (CEM), Association of Energy Engineers (Inactive)
- Certified Power Quality Professional (CPO), Association of Energy Engineers (Inactive)
- Reactor Operator Training (Technical Nonlicenced), Florida Power Corp.

EDUCATION

- BS, Electrical Engineering, University of South Florida, 1997



ROBERT DUMAS, PHD

ROBERT DUMAS, PHD, PRINCIPAL ADVISOR, AMI Manager, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the US and internationally.

This experience includes over 17 years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has executed the multimillion-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects.



PRINCIPAL ADVISOR

AREAS OF EXPERTISE

- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and energy management system (EMS) supervisory control and data acquisition (SCADA) systems
- Project and program management
- AMI
- Smart metering
- Meter data management systems
- GIS system application

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1977–Present
- Principal Advisor and AMI Manager, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

RELEVANT FIELD DEPLOYMENT PROJECTS

- City of Newberry: Water 2.1 K, Electric 1.9 K, AMI deployment (Quanta Technology)
- City of Clewiston: Water 4 K, Electric 4 K, AMI deployment (Quanta Technology)
- City of Tallahassee: Water 87 K, Electric 113 K, Gas 24 K, AMI deployment (Honeywell)
- City of Fort Collins: Water 31 K, Electric 68 K, AMI deployment (Honeywell)
- Kansas City BPU: Water 54 K, Electric 67 K, AMI deployment (Honeywell)
- Peterborough: Water 22 K, Electric 37 K, AMI deployment (Honeywell)

EDUCATION

- PhD, Environmental Engineering, North Carolina State University, 1999
- MS, Environmental Engineering, North Carolina State University, 1996
- BS, Nuclear Engineering, North Carolina State University, 1977



RICK GARVIN, PMP

RICK GARVIN, SENIOR ADVISOR, has over 35 years of professional experience spanning the utility and telecommunications industries and over 15 years of project management experience. Rick has notable success with software, product, and integrated solutions directly supporting customer needs and business objectives. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions and ABB), where he led and managed deployment projects across a broad customer base, including municipalities, cooperatives, and IOUs in North America. He holds a bachelor's degree in electrical engineering from Virginia Tech and has been a certified Project Management Professional for over 10 years.



SENIOR ADVISOR

AREAS OF EXPERTISE

- AMI electric, water, and gas system deployments
- Project management planning, communications, governance, risk analysis/management, cost control
- Designing and implementing software, product, and integrated solutions

EXPERIENCE AND BACKGROUND

- Years of experience in the utility industry 2013–Present
- Senior Advisor, Quanta Technology 2023–Present
- Senior Program and Project Manager, Honeywell/Elster Solutions 2016–2023
- Senior Project Manager, Customer Delivery, Elster Solutions 2013–2016
- Years of experience in the telecommunications industry 1988–2013
- Hosted Solutions Planner and Systems Engineer, Nortel/Avaya 2008–2013
- Senior Software Designer, Architect and Lab Manager, Nortel 1996–2008
- Software Designer North America, Bell Northern Research 1993–1996
- Member of Scientific Staff, Northern Telecom 1988–1993

RELEVANT FIELD DEPLOYMENT PROJECTS

- Entergy: Electric 3 M, Gas 200 K, AMI deployment (Honeywell)
- Orlando Utilities Commission: Water 145 K, Electric 230 K, AMI, and AMR deployment (Honeywell)
- Ross County Water Company: Water 14 K, AMR deployment (Honeywell)
- Brookings Municipal Utility: Water 7.8 K, Electric 10 K, AMR deployment (Honeywell)
- Barron Light and Water: Water 1.3 K, Electric 1.8 K, AMR deployment (Honeywell)

ACCOMPLISHMENTS AND INDUSTRY RECOGNITION

- Certified Project Management Professional (PMP), 2013–Present
- Commonwealth of Virginia Board Certified Engineering Intern, 1988

EDUCATION

- BS, Electrical Engineering, Virginia Polytechnic Institute and State University, 1988
- Pre-Engineering, Electrical Engineering and Computer Science, West Virginia University at Parkersburg



DAVID UY, PE

DAVID UY, PE, ADVISOR, is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.



ADVISOR

AREAS OF EXPERTISE

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Licensed Professional Engineer, North Carolina (No. 027004)
- Member, IEEE, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

EDUCATION

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988



STEVEN ELLIS

STEVEN ELLIS, PRINCIPAL GIS SOLUTION ARCHITECT, is a geospatial analyst with over 13 years of military leadership, business management, financial accounting, and analytics experience. During his career, Steven has performed in roles such as Operations Manager, Distribution Manager, and Mutual Fund Analyst. In this role, he works on distribution and transmission planning projects, system maintenance, electrification, big data analytics, and substation impact.



PRINCIPAL GIS SOLUTION
ARCHITECT

AREAS OF EXPERTISE

- Database design and data management
- Econometrics and demographic analysis
- Electrification and electric vehicle (EV) adoption modeling
- Geocoding
- Georeferencing
- High-granularity spatial load forecasting
- Hosting capacity web app development
- Post-storm health assessments
- Process automation through Python scripting
- Renewable energy site selection and suitability analysis
- Spatial statistics and clustering analysis
- Supervised/unsupervised image classification
- Transmission health assessments

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 2019–Present
- Principal GIS Solution Architect, Quanta Technology 2019–Present
- Senior Geospatial Analyst, Asset Management, LUMA Energy 2020–Present
- Distribution Manager, Bond Brothers Brewing Company 2016–2019
- Leadership Experience, United States Coast Guard 2012–2016
- Professional Management, Operations Manager, Lyons Detailing 2011–2012
- Mutual Fund Analyst, SEI Investments Company 2007–2011

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- Member, IEEE, 2019–Present
- Member, IEEE PES, 2019–Present
- Geospatial Graduate Student Organization, 2017–Present
- North Carolina ArcGIS Users Group, 2017–Present
- United States Veterans Corps, 2016–Present

EDUCATION

- MS, Geospatial Information Science and Technology, North Carolina State University, 2018
- BS, Economics, Pennsylvania State University, 2006



DAVID G. HART, PHD

DAVID G. HART, PHD, EXECUTIVE ADVISOR, Senior Vice President, has over 30 years of experience in the power industry, including protection and control, power system automation, smart metering, and AMI systems. Before his work at Quanta Technology, he developed numerous protection and control products. David held senior management positions at ABB, where he developed AMI-related products and systems. At Elster, he was responsible for AMI engineering, product management, and quality organizations. At Quanta Technology, David and his team provide consulting support to utilities on AMI systems, feeder automation, coordination studies, IEC 61850, and advanced protection applications. As the direct head of Protection and control, he guides the overall business strategy, client and program proposals, and project execution. David holds a doctorate in electrical engineering from Clemson University and is a senior member of IEEE/PES. His work has earned significant recognition throughout his career, including over 30 technical patents and numerous published articles.



EXECUTIVE ADVISOR

AREAS OF EXPERTISE

- Protection and control
- Substation automation
- Feeder automation
- Advanced metering infrastructure/smart metering

EXPERIENCE AND BACKGROUND

- Years of experience in the electric power industry 1992–Present
- Senior Vice President and Executive Advisor, Quanta Technology 2015–Present
- Vice President, Automation Solutions, ABB 2014–2015
- Executive Director Solutions, ABB 2013–2014
- Senior Vice President Solutions (PM, Engineering, Quality, Support), Elster Electricity 2006–2013
- Vice President of Engineering and Quality, Elster Electricity 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB 1997–1999
- Technology Team Leader, ABB 1996–1997

SELECT INDUSTRY ACCOMPLISHMENTS AND RECOGNITION

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control, and automation
- Numerous patents issued
- Numerous industry publications
- Senior Member, IEEE PES

EDUCATION

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, 1985



2.4 Experience with Municipality Deployments

Collectively, team members have deployed more than 130 systems, ranging in size from a few thousand to more than a million AMI endpoints. A significant majority of these systems (more than 100) involved municipal clients, with the remaining comprising investor-owned utilities (IOU) and some cooperatives. Many of these systems have water and electric meter endpoints with water-only areas. Our team is experienced in all project phases, including business process assessments, business case analysis, system requirements definition, network technology evaluation, vendor selection, contract support/negotiations, and project implementation. We partner with clients to help them fully adopt AMI systems and leverage their investment to realize operational efficiencies, reduce system losses, and improve customer service. Below is a sample list of projects that deployed water endpoints.

Table 2-2. Quanta Technology Example Experience with Water End Points

	UTILITY	LOCATION	Elect. Meters	Water Meters	Gas Meters
130 Completed Deployment Examples	OUC	USA, FL	227,589	105,690	
	Tallahassee	USA, FL	113,606	87,450	24,692
	Lafayette Utilities System (LUS)	USA, LA	65,135	56,995	
	KCBPU	USA, KS	67,445	54,410	
	Fort Collins	USA, CO	68,691	31,957	
	Ocala	USA, FL	54,396	24,488	
	Georgetown	USA, TX	23,089	23,981	
	Peterborough	Canada, ON	37,101	22,760	15
	Navajo Nation (NTUA)	USA, AZ	40,229	20,477	1,489
	Columbia Power & Water Systems	USA, TN	26,003	18,944	
	Duncan	USA, OK	9,276	12,521	
	Danvers, Town of	USA, MA	13,333	11,262	
	Newark (DE), City of	USA, DEL	12,240	9,484	
	Wisconsin Rapids	USA, WI	14,408	8,606	
	Memphis Light Gas Water (MLGW)	USA, TN	20,587	6,694	14,463
	Fredericksburg, City of	USA, TX	5,641	6,516	
	Tipp City	USA, OH	5,099	4,312	
	Shawano	USA, WI	5,627	4,056	
	Humboldt TN	USA, TN	4,542	3,955	3,554
	Bay City of Michigan	USA, MI	16,155	2,869	
	Burnet	USA, TX	2,891	2,337	
	Utilismart	Canada, ON	79,577	1,660	286
	David City	USA, NE	1,636	1,372	
	Rochelle	USA, IL	4,017	1,089	
	Cleveland Utilities	USA, TN	30,928	713	
	NWG, Fort Frances	Canada, ON	3,950	304	
	Horizon Utilities	Canada, ON	240,342	286	
	Silicon Valley Power (SVP)	USA, CA	730	37	

We are working on numerous projects in the Florida area, primarily through FMPA. These projects have water and electric metering endpoints with some water-only areas. Section 4 contains more information on these projects. We are also working with Coconut Creek, a nearby water-only Florida utility, on an AMI project and the City of Burleson, Texas, on an AMI feasibility study, both being similar in scope to the requested project scope.



3 Proposed Pricing

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a fixed price basis to deliver proposed advisory services. The project price is calculated based on the scope of work and the assumptions outlined in this proposal. Billing will be on a milestone basis, as shown in Table 3-1. Travel will be expensed at cost (no markup) as incurred on a monthly basis, all net 30 days. The quotation excludes taxes, which are the sole responsibility of the customer.

Table 3-1. Fixed Price Advisory Services (Milestone Payment Schedule)

#	MILESTONE PAYMENT SCHEDULE		COST PER MILESTONE
M1	Phase 1: Completion of project kickoff	10%	\$24,554
M2	Phase 1: Completion of long-term smart grid strategy and business process reviews	10%	\$24,554
M3	Phase 1: Completion of RFP technical specification draft and presentation for options on upgrades/replacements	15%	\$36,831
M4	Phase 1: Completion of remaining items, RFP specification, vendor pre-qualification, and research on current product and service offerings/present to the City	15%	\$36,831
M5	Phase 2: Completion of vendor selection and recommendation	15%	\$36,831
M6	Phase 2: Completion of remaining activities (including contract negotiation)	15%	\$36,831
M7	Phase 3: Completion of system integration, FSAT, and limited deployment evaluation (ready for mass deployment)	10%	\$24,554
M8	Phase 3: Completion of full deployment and final system acceptance test	10%	\$24,554
Grand Total		100%	\$245,540



3.1 Travel

Travel, lodging, and materials will be billed at cost with no markup. Typical travel trips required to support the project implementation are shown below. All other travel tied to provided services will be rendered as required by the project and billable at cost as well.

Table 3-2. Proposed Travel Expense Cost Estimate

ITEM	TRIPS	DAYS	STAFF	COST ESTIMATE
PH1: Business process workflows	1	4	3	\$4,260
PH1: RFP technical specification reviews	1	2	2	\$1,870
PH1: Council presentation	1	2	1	\$1,010
PH2: Shortlist presentations meeting	1	2	1	\$1,010
PH2: Council presentation	1	2	1	\$1,010
PH3: Vendor kickoff meeting	1	2	1	\$1,010
PH3: Integration FSAT testing	1	3	2	\$2,405
PH3: Added travel during mass deployment	3	2	1	\$3,030
PH3: Final acceptance/business readiness	1	2	2	\$1,870
			Total	\$17,475

3.2 Assumptions

The following assumptions have been made in developing the cost and schedule for this proposal.

Table 3-3. Project Assumptions

ITEM	ASSUMPTIONS
General	
1	There is a fixed start date within 14 days of contract signing.
2	If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly.
3	Travel is estimated at 11 trips, deemed sufficient for the project. Additional travel beyond what is included must be mutually agreed upon and approved and is billable at cost with no markup.
4	The City will provide contact points to answer or approve general day-to-day inquiries that may arise as work progresses. These contact points may be one person from each key function or department (e.g., IT, finance, billing, water meter shop, etc.).
5	The City project stakeholders will participate in scheduled weekly status calls and work on assigned action items in a reasonable timeframe.
6	The City's finance/billing manager and IT staff will also be available as needed.
7	The required City CIS account data, including meter and location data, will be provided to Quanta Technology in a reasonable timeframe and be of reasonable quality. It is assumed that the data provided will be able to be incorporated into the GIS maps and RFP technical specifications. Additional data cleansing and delivery rounds may involve unplanned efforts to update the RFP/GIS maps.
8	Quanta Technology's project manager will work with the City to develop a mutually agreeable schedule with tasks and milestones at the start of the project. The project manager will report progress against the schedule at the regular project status meetings.



ITEM	ASSUMPTIONS
Phase 1	
9	During the business review process, Quanta Technology team members will review existing City operations, data, and assets onsite. The City will provide requested data items in support of the workshops, and additional travel/time will not be required to complete the workshops due to incomplete information.
10	The City will be available for interviews during the onsite operations review and other tasks as required.
11	The presentation of onsite meeting findings will be via a web conference.
12	The City will, at a minimum, provide addresses for each water metering endpoint.
13	Two review cycles for the AMI RFP technical specification are considered in scope. Additional review cycles after the first two are not in scope.
14	All information required for the RFP will be provided (meter types, sizes, location, etc.).
15	Quanta Technology will provide an RFP technical specification and associated pricing tables. The City will add legal and commercial terms to create the final bid package. Quanta Technology can guide on resolving conflicts between the bid terms and conditions and the RFP technical specification.
Phase 2	
18	Up to three approved vendors will be identified. Additional hours will be required and priced separately should more vendors be requested.
19	Quanta Technology will score up to three approved bidder RFP response packages using weight input values provided by City stakeholders (representing customer importance). Bid evaluations scored by City stakeholders can be priced separately if desired.
20	Quanta Technology will make the final vendor recommendation under standard services. The City will make the final vendor selection.
21	The City's legal and contracts staff will cover legal and commercial aspects (non-technical or pricing) in negotiations and contract development.
22	Quanta Technology will follow and support the City's required procurement process. Quanta Technology recommends using its SharePoint approach to bid management if allowed by the procurement process.
Phase 3	
23	Quanta Technology will provide Project Management (PM) oversight and management during the project implementation period, estimated to be 8 months (3 months of integration/planning and 5 months of mass deployment). A total of 250 PM hours have been allotted to this activity. While not anticipated, additional PM hours, if required, would be provided on a T&M basis using Quanta's Senior PM discounted rate of \$216/hour. Quanta Technology will provide technical oversight over the entire project implementation period. A total of 36 hours have been allocated. While not anticipated, additional technical consulting, if required, would be provided on a T&M basis using Quanta Technology's discounted Principal Advisor rate of \$303/hour.
24	Integration support and FSAT development are scoped solely for integration into the City's billing system, supervisory control and data acquisition (SCADA), and GIS system. Additional systems, such as an MDM, can be included but must be estimated separately once these systems are identified or applied and not included in the provided pricing.
25	Quanta Technology recommends the evaluation of the AMI vendor's MDM-lite capabilities, which may fulfill the City's data analytics needs. Following a full understanding of the AMI vendor's capabilities in this area, Quanta Technology can assist the City in selecting a full MDM provider if deemed necessary. It can scope that effort once a further understanding of system requirements is understood.

3.3 Expiration Date

This offer is valid for 90 days from the date of issue. For information about offer extensions, contact Jesus Gonzalez at jgonzalez@Quanta-Technology.com or 919.428-9332.



4 References/Past Projects

CITY OF NEWBERRY, FLORIDA

PHASES 1 AND 2: AMI REQUIREMENTS AND BUSINESS READINESS, VENDOR SELECTION

2019–2021

PHASE 3: AMI SYSTEM IMPLEMENTATION

2021–2024 (Expected Completion)

Customer Name: Mike New, City Manager

Address: 25440 W. Newberry Rd, Newberry, FL 32669

Email: MNew@NewberryFL.gov

Phone Number: (352) 472-2161

Fax Number: (352) 472-7026

Project Value Drivers: Community involvement, improved customer service

Project Profile: 2.1 K water endpoints, 1.9 K electric endpoints, water-only areas, Sensus solution, ADG billing system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services:

Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Phase 3—AMI System Implementation: This is currently in the end stages of the final acceptance testing phase to validate key requirements and KPI performance metrics. The project is on track to be completed as scheduled and per the approved budget. Quanta Technology provided the following services:

- Oversight for SOW development with integrating systems
- FSAT development and execution
- System test fixture setup/oversight for system integration testing
- System integration
- Community outreach, including AMI Day event
- Field deployment readiness planning and preparation

The project also meters system boundaries in preparation for conducting an AWWA water balance to categorize non-revenue water losses.

Testimonial: “Like most small cities that operate utilities, Newberry’s elected officials are very much in tune with the sentiments of our customer base. Our staff presented the concept of automated metering infrastructure to our city commission to address some meter reading deficiencies. The city commission quickly realized the value of providing daily and hourly utility consumption data to our customers and the opportunities it would provide in making decisions related to utility consumption. The commission directed staff to initiate a project implementing AMI technology in Newberry. Our team recognized the complexity of deploying AMI. While all are experts in their area of operation, they wisely recommended that we partner with a third-party consultant to ensure we realized the benefit of a consultant’s experience. We selected Quanta Technology after a thorough evaluation of several firms. Their expertise and experience in successful AMI deployment projects was key to their selection as our project partner.” – Mike New, City Manager



CITY OF CLEWISTON, FLORIDA

PHASES 1 AND 2: AMI REQUIREMENTS AND BUSINESS READINESS, VENDOR SELECTION

2019–2021

PHASE 3: AMI SYSTEM IMPLEMENTATION

2021–2024 (Expected Completion)

Customer Name: Randy Martin, City Manager

Address: 115 W Ventura Ave., Clewiston, FL 33440

Email: Randy.Martin@Clewiston-FL.gov

Phone Number: (863) 983-1454 Ext. 5

Project Value Drivers: Non-revenue water loss reduction, customer pre-pay

Project Profile: 4.1 K water endpoints, 4.5 K electric endpoints, water-only areas, Sensus solution, Tyler CIS billing

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services:

Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Phase 3—AMI System Implementation: The project is currently in mass deployment. Quanta Technology provided the following services:

- Deployment readiness preparation
- Oversight for SOW development with integrating systems
- System test fixture setup and oversight to support system integration testing
- FSAT development
- System integration
- Deployment and data integrity support

Testimonial: “The City of Clewiston had been interested in updating its utility metering with an AMI system for some time to modernize our utility operations. Through the Florida Municipal Power Association (FMPA), we were introduced to Quanta Technology, which has been a valuable resource in helping the City navigate the complexities and costs associated with a procurement of this nature. Quanta Technology’s expertise and professionalism have been extremely valuable in assisting Clewiston in the process. I am glad they will continue to be working closely with our team on the deployment of the much-anticipated AMI system in our community.” – Randy Martin, City Manager



NEW SMYRNA BEACH UTILITIES

GRID MODERNIZATION STRATEGY/ROADMAP AND PHASE 1: AMI REQUIREMENTS AND BUSINESS READINESS

2019–2021

PHASE 2: AMI VENDOR SELECTION

2022–2023

Customer Name: Joe Bunch, GM/CEO

Address: 200 Canal St, PO Box 100, New Smyrna Beach, FL 32168

Email: jbunch@nsbufl.com

Phone Number: (386) 424-3000

Project Value Drivers: Grid modernization, system operation improvements

Project Profile: 21 K water endpoints, 29 K electric endpoints, Sensus solution, Cogsdale CIS system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Quanta Technology was hired in March 2019 to develop a grid modernization strategy and roadmap for New Smyrna Beach Utilities (NSBU). NSBU had recently defined its vision, mission, and value statement, which was used as the basis for the roadmap development. The roadmap was aimed at modernizing their planning and operating capabilities to enhance and strengthen grid operations and to prioritize infrastructure capital investment plans.

After the roadmap creation, Quanta Technology was hired to implement its AMI program, specifically Phase 1—AMI Requirements and Business Readiness. As part of that effort, Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

The project has recently been completed, and the contract terms have been finalized. Quanta Technology provided the following services:

- RFP bid packet preparation and commercial term incorporation
- Response to vendor questions (Q&A support)
- Contract negotiation support
- RFP issuance
- Vendor presentations and shortlist meetings
- Project stakeholder/City Council presentations

Testimonial: “Our utility saw a strategic benefit in working with Quanta Technology to develop a coordinated modernization roadmap as part of a long-term plan to modernize core operational systems and technology. It is critical to appropriately select an order of these investments to maximize operation benefits and improve the customer experience at an effective cost and in a planned manner.” – Joe Bunch, GM/CEO



CITY OF COCONUT CREEK

AMR/AMI SOLUTION IMPLEMENTATION (PHASE 1–PHASE 3)

2023–2024

PHASE 1: REQUIREMENTS AND READINESS

2023–2024 (Expected Completion)

Customer Name: Veronica Munoz, Budget and Grants Manager

Address: 4800 West Copans Road, Coconut Creek, FL 33063

Email: vmunoz@coconutcreek.net

Phone Number: (954) 956-1529

Project Value Drivers: automated meter reading, operational improvements, non-revenue water loss reduction

Project Profile: 12K water endpoints, AMR/AMI solution TBD, Central Square Community Plus CIS system

Project Costs, Change Orders, Amendments, and Final Costs: Confidential

Scope of Services: Quanta Technology was hired in July 2023 to provide consulting services in support of the adoption of an AMR or AMI solution. Quanta Technology is providing full project support from requirements definition, business process support, strategic roadmap creation, RFP technical specification and bid package, vendor selection, contracting, and implementation.

Quanta Technology has provided the following services to date:

- Business process readiness workshops
- Process workflow mapping
- Field audit and findings presentation
- RFP technical specification (in progress)
- Costing analysis/indicative pricing (in progress)
- Bid package creation (in progress)

Testimonial: “Selecting a consultant is a big decision with far-reaching implications. After completing the business process workshops, I can confirm that we made a great selection. I appreciate your professionalism, dedication, and attention to detail” – Veronica Munoz, Budget and Grants Manager



City of Dania Beach Public Services Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION TO RENEW THE AGREEMENT FOR DISASTER
DEBRIS REMOVAL DISPOSAL SERVICES WITH BERGERON
EMERGENCY SERVICES, CUSTOM TREE CARE, INC., AND KDF
ENTERPRISES, INC. - RFQ NO. 20-004**

Request:

The Public Services Department (PSD) is requesting adoption of a resolution authorizing the one-year renewal of the RFP #20-004 “Disaster Debris Removal and Disposal Services” contracts for primary, secondary, and tertiary services to Bergeron Emergency Services (BES), Custom Tree Care, Inc. (CTC) and KDF Enterprises, LLC. (KDF).

Background:

In December 2020, the City of Dania Beach awarded a debris removal and disposal services contract to BES, CTC, and KDF through a competitive qualifications process via RFQ No. 20-004. This is an essential service during post-storm periods when significant amounts of debris ranging from household bulk trash to vegetative material is spread throughout the city. The agreements that were entered into in 2020 provide for three 1-year renewals at the option of both parties. PSD recommends that the first of the renewal options be exercised.

Budgetary Impact

There is no projected expense unless a storm or similar event requires the services of one, two or all three firms. Debris removal services are typically funded from the Operating Supplies Hurricane Expenses Account No. 001-18-00-519-52-90.

Recommendation

PSD recommends that the Commission adopt the resolution to renew the debris removal and disposal agreement for the first of three 1-year periods to BES, CTC, and KDF.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2020, the City entered into a three-year agreement for emergency debris removal and disposal services with Bergeron Emergency Services (BES), Custom Tree Care, Inc. (CTC) and KDF Enterprises, LLC (KDF) via a competitive qualifications review process through RFQ No. 20-004; and

WHEREAS, this type of service is critical for properly addressing post storm debris management needs that directly impact on the public's health and safety; and

WHEREAS, the Agreements provide for three (3) 1-year renewal options; and

WHEREAS, the Public Services Department (PSD) has determined that exercising the first renewal option is beneficial to the City; and

WHEREAS, BES, CTC and KDF have formally agreed to the one-year renewal.

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 Renewal Agreement with BES, CTC and KDF which Renewal Agreements are attached as composite Exhibit "A" and are incorporated into this Resolution by this reference.

Section 3. That funding may be required to cover the cost of services and is available in Operating Supplies Hurricane Expenses No. 001-18-00519-52-90 and submitted to FEMA for reimbursement.

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

Section 5 That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND BERGERON EMERGENCY SERVICES, INC., A FLORIDA
CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 19612 SW 69 Place, Pembroke Pines, Florida 33332.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 11, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2024.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Bergeron Emergency Services, Inc.

Signature

PRINT Name

Title

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of Bergeron Emergency Services, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND CUSTOM TREE CARE, INC. A FOREIGN CORPORATION
AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR DISASTER
DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated February 10, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2024.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

**CONTRACTOR:
CUSTOM TREE CARE, INC.
a foreign corporation**

Signature

PRINT Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of Custom Tree Care, Inc/ a foreign corporation authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND KDF ENTERPRISES LLC, A FOREIGN LIMITED LIABILITY
COMPANY AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.**

This is the First (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida (“Contractor”), with its principal mailing address of 370 Mountain View Road, Springville, Alabama 35146.

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

1. The agreement existing between the Contractor and the City of Dania Beach and any amendment(s) to it, dated March 15, 2021, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Renewal by this reference), shall be considered as part of this Renewal between the City and the Contractor.
2. The current Agreement expires on March 11, 2024 and this Renewal is valid through March 11, 2025.
3. Pursuant to Resolution No. 2020-151, the City wishes to exercise the first of three (3) one (1) year renewal options with the Contractor.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2024.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

KDF Enterprises, LLC

a foreign limited liability company

Signature

PRINT Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of KDF Enterprises, LLC, a foreign limited liability company authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name



City of Dania Beach Public Services Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVAL OF UPDATES CEMETERY RULES AND REGULATIONS

Request:

The Public Services Department (PSD) is requesting approval of updates to the Cemetery Rules and Regulations for the City's East and West Lawn Cemeteries.

Background:

On March 28, 2023, the Cemetery Rules and Regulations were updated via Resolution 2023-032 to address the mausoleum uniformed tile installations, cemetery holiday schedules, and temporary markers. Due to an increased demand for additional days when services are offered, changes to the holidays are being proposed to the Rules and Regulations.

While currently no services are offered when the major city holidays fall on a Saturday, the proposed change will call for services to be offered on those holidays except the following three: New Year's Day, Thanksgiving Day, and Christmas Day. This will significantly increase the number of days when services can be provided during the year. Additionally, a minor modification to the work hours of cemetery staff will be made to better accommodate service requests. These updates will provide increased availability for burial services offered throughout the year.

Budgetary Impact

One additional cemetery assistant will be required to properly meet the additional days and hours that will be offered throughout the year. The median salary for this position is approximately \$46,000 and will be funded from 001-39-05-539-12-10.

Recommendation

PSD recommends that the City Commission adopt the upgraded Cemetery Rules and Regulations. See attached as Exhibit "A".

RESOLUTION 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Mayor and Commission are the Board of Trustees for the Memorial Park and Westlawn Cemeteries; and

WHEREAS, the Rules and Regulations are being updated to change the holidays recognized by the cemetery, which holidays would preclude internments; and

WHEREAS, the Rules and Regulations are proposed to be revised to provide greater services to our residents.

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

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

Section 2. That the updated Memorial Park and Westlawn Cemeteries Rules and Regulations that are specified in Exhibit “A”, a copy of which is attached to this Resolution, are adopted and shall replace the former Rules and Regulations which are repealed in their entirety.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

RESOLUTION 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Mayor and Commission are the Board of Trustees for the Memorial Park and Westlawn Cemeteries; and

WHEREAS, the Rules and Regulations are being updated to change the holidays recognized by the cemetery, which holidays would preclude internments; and

WHEREAS, the Rules and Regulations are proposed to be revised to provide greater services to our residents;

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

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

Section 2. That the updated Memorial Park and Westlawn Cemeteries Rules and Regulations that are specified in Exhibit “A”, a copy of which is attached to this Resolution, are adopted and replace the former Rules and Regulations which are repealed in their entirety.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION FOR AAA FLAG & BANNERS MFG CO. TO EXCEED
THE CITY'S VENDOR THRESHOLD OF \$50,000**

Request:

The Public Services Department (PSD) is requesting approval of a resolution authorizing the Department to exceed the City's vendor's annual threshold of \$50,000 for AAA Flag & Banners Mfg. Co. for Fiscal Year 2024-25.

Background:

AAA Flag & Banners Mfg. Co., Inc. has provided pole banner design, manufacturing and installation services for the City for nearly two years. The vendor has been consistently reliable and, when called upon, has been able to provide a quick turnaround on banner orders from PSD and/or the Public Information Office. Given the unexpected types and number of banners required by the City since the latter part of FY23 and into the current FY, the budgeted amount for the originally envisioned number of banners is nearly exhausted, and the additional \$25,750.00 required to complete the program would exceed the annual single vendor threshold of \$50,000.

The major reason for the additional cost is that, within the three graphic categories of banners designed, fabricated, and installed, there are two variations that emerged: (1) to accommodate a smaller sized banner for the City Hall area (two of the three categories), and (2) to add a "120 anniversary" (of the city's incorporation) variant to one of the banner designs. There are up to 125 banners installed at any given time throughout the city, with the majority being of a large, impactful size (six feet high by three feet wide). This request will allow for the full, year-round program to be properly funded for the current fiscal year.

Budgetary Impact

Funding will be appropriated from Streets Contractual Services General Account No. 001-39-06-541-34-10.

Recommendation

PSD recommends authorization to exceed the annual single vendor purchasing threshold to fund

the citywide banner display program for FY24.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR POLE BANNER DESIGN, FABRICATION AND INSTALLATION WITH AAA FLAG & BANNER MFG. CO., INC. (D/B/A A3 VISUAL), EXCEEDING THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the unanticipated number and variety of requested banners that developed over the past year led to a total expenditure that exceeded funding initially allocated; and

WHEREAS, the aggregate expenditure with AAA Flag & Banner Mfg. Co., Inc. (d/b/a A3 Visual) (“Vendor”) will provide four types of banners, which are manufactured in two sizes and installed/exchanged Citywide to display tasteful, City-branded seasonal and anniversary messaging, in an amount that will exceed the annual vendor expenditure threshold of \$50,000.00; and

WHEREAS, the quote provided by the Vendor is attached as “Exhibit A” and 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 exceeding the annual amount of Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for the current fiscal year.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach
Procurement Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Request for Quote- Light Pole Banner Installation

The City of Dania Beach is soliciting formal quotes for the items identified on the quote form accompanying this document. Request for Quote submittals must be submitted on this form only and received through DemandStar or emailed directly to procurement@daniabeachfl.gov for consideration.

Posting date: Friday, March 17, 2024

Due date: Friday, March 24, 2023 at 5:00pm

General Information

1. **PRICE QUOTES:** Prices quoted shall include the cost of all labor, equipment, materials, insurance, transportation, and other cost to perform work described herein.
2. **SUBMISSION REQUIREMENTS:** Even if item being quoted on is "as specified", vendor must identify brand/manufacturer specified and (if applicable) model number. Failure to do so may result in that particular quoted item as "not specified". All quotes submitted must have complete specifications; failure to do so may be cause for rejection of quote.
3. **BASIS AWARD:** Quote to be awarded on an "item by item" basis to lowest priced responsive/responsible vendor.
4. **LATE QUOTES:** Quotes received after the due date and time will not be accepted. The City Commission of the City of Dania Beach reserves the right to reject any and all quotes, to waive any informality in a quote and to make an award in the best interests of the City.
5. **INVOICING AND PAYMENT:** Vendor must issue a separate invoice for each shipment. Invoice is to be issued upon delivery only, not before. Payment terms are Net 30 upon receipt of a proper invoice. The City is tax exempt and does not pay state/local taxes or interest or late fees. Payments shall be made only for actual quantities furnished by Vendor upon order from the City.
6. **WARRANTY:** Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not second hand, of good quality and free from defects whether latent or patent in material or workmanship.
7. **PAYMENT:** Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

SCOPE OF WORK

The City of Dania Beach is seeking price quotation for light pole banners to be installed on 125 light poles throughout the City that will provide pride to the community, add color and excitement to the City's streetscape.

BANNER CONSTRUCTION SPECIFICATION

- Banner size must be 36" x 84" (3 feet wide by 7 feet high)
- All banners shall be made of sixteen (16) ounce heavy duty vinyl or approved equal.
- Banners shall be printed with 4-color process, 360 dpi outdoor heavy ink coverage and bleed resistant technology with 3-inch double stitch pocket at top and bottom and metal grommets in corners for fastening to brackets for added security.
- Banners will be printed on both sides.
- The Contractor shall provide shop drawings and details for method of installation of banners to pole.
- The Contractor shall provide single pole banner installation hardware, including metal tie wraps and brackets.
- The banner installation and materials must be approved by the City or designated representative prior to installation.
- The artwork will be provided by the City. The City may request a banner sample which should be the same quality as the finished product.

INSTALLATION AND REMOVAL

- The Contractor shall be responsible for obtaining and paying for any and all permits and/or fees required by any City, County or State permitting authority for the installation of banners.
- Any fees shall be a direct pass-through cost and will be reimbursed by the City.
- The Contractor shall be responsible for the installation and removal of approved banners.
- The Contractor shall ensure that all permits are submitted at least two (2) weeks before installation.
- The Contractor must coordinate with the City of Dania Beach Public Services Department for the location, and schedule for the installation.
- The Contractor will sort, supply, deliver and install the banners. The banners shall be installed in a professional manner only at approved locations.
- Banners will be changed periodically to reflect the season or a holiday. The schedule for seasonal changes will be managed by the Public Services Department.

HURRICANE SEASON (JUNE 1- NOV 30): A Hurricane Watch is a warning which indicates that hurricane conditions, including winds of 74 mph (64 knots) or higher are expected. When a watch is announced, hurricane conditions are expected within 36 hours.

OSHA Rules prohibits the use of Ariel buckets 15 feet above ground level when sustained winds speeds are in excess of 30 mph. Due to OSHA regulations if light pole banners are required to be removed in the face of a potential hurricane the Contractor may be requested to remove banners. Such requests will be made **no later than 72 hours in advance of the issuance of a Hurricane Watch.**

The contractor is not expected to bear the replacement cost of banners damaged by storm force winds or other "Acts of God".

MAINTENANCE: Contractor shall provide general inspections, or as needed, or per City's request. Contractor shall provide repair or replacements within 48 hours of identification or notification of damage caused by vandalism, an act of God or a display failure and replacement of banners that are defective, torn, worn, or frayed. Broken brackets will be replaced, and contractor shall dispose of defective brackets and/or banners in a legal and environmental safely manner.

PERFORMANCE: The Contractor shall be fully responsible for the performance of their company and completion of all work as outlined in these specifications. The Contractor shall employ sound MOT practices and methods standard in the industry when installing or removing banners. Supervision of personnel shall be conducted in a competent and professional manner and is the sole responsibility of the Contractor.

Any damage to the road, brick pavers, curbing, facilities, services, utilities, irrigation system, street furniture, tree stakes or straps, vegetation, light pole, banner arms, etc., caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City. Failure to restore said property within five (5) working days following notification will result in a deduction from the next invoice of expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible for injury to persons caused by the operation of equipment.

INSURANCE REQUIREMENTS: The Contractor shall not commence Work under the contract until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME

EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.

Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

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

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

- a. Annual Aggregate shall apply "Per Job";
- b. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor's insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

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

In the case any work is sublet as otherwise addressed in the Agreement or 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, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**

B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

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

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

AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), 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):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

"Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S

KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

QUOTE FORM

Description	Quantity	Unit Price (Each)	Total Price
Installation and Replacement (Swap-out) of Light Pole Banners	125	supplemental page \$ Please see detailed break down *	\$ 25,750
Hurricane Removal & Re-installation	125	\$ 72	\$ 9000 *only if needed

see supplemental page w/ cost detailed
including maintenance

In compliance with this quote and subject to all the terms and conditions thereof, the undersigned authorized agent offers and agrees, if this quote is accepted to furnish any or all of the items herein at the prices, terms and delivery stated.

Firm Name:

AAA Flag + Banner MFG d/b/a A3 Visual

Address:

3719 NW 50th St.

City: Hialeah State: FL Zip Code: 33142

Telephone: 305-474-7600 x7011 Fax Number: 305-474-7766

Company Email Address: retha@a3visual.com

AUTHORIZED SIGNATURE:



Authorized Agent Signature

Retta Logan

Authorized Agent Name (Printed)

Account Executive

Title

3/23/2023

Date

Dania Beach RFQ Light pole banners

Costs outlined in detailed Below

Description	Qty	Unit price based on qty	Total price
Production of Double-Sided Light pole banners 36" w x 84" h with sewn 3" pole pocket. Print on 16 ounce viny	125	\$64.50	\$8062.50
Install of Banners on new hardware (cost includes hardware and permit fees)	125	\$105.50	\$13,187.50
Labor to Swap out to a new banner campaign only (no hardware or print cost included)	125	\$36	\$4500
			\$ 25,750

Hurricane Description	Qty	Unit price bases on qty	Total price
Hurricane Removal	125	\$36	\$4500
Hurricane re-install	125	\$36	\$4500
Only if needed			\$9000

Maintenance Description – fix broken banner and replace straps if needed	Qty	Unit price bases on qty	Total price
Standard Maintenance to repair broken banners - flat rate	1-15	\$700	\$700
Maintenance to repair broken banners per unit bases	16-25	\$45	Pending units fix range Between \$720 and \$1125
Maintenance to repair broken banners per unit bases	26-50	\$42	Pending units fix range Between \$1092 & \$2100
Maintenance to repair broken banners per unit bases	51-75	\$40	Pending units fix range Between \$2040 & \$3000
Maintenance to repair broken banners per unit bases	76-99	\$38	Pending units fix range Between \$2888 & \$3762
Maintenance to repair broken banners per unit bases	100-125	\$36	Pending units fix range Between \$3600 & \$4500
Only if needed			

If during a maintenance, it is detected that hardware or banners need to be replaced. We will reach out to the city to estimate the cost.



City of Dania Beach Public Services Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

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

SUBJECT: NET CHANGE ORDER APPROVAL FOR ITB NO. 22-024 “ACCELATOR CLEANING AND UPGRADES”

Request:

The Public Services Department (PSD) requests the approval of additional funding for a change order related to the “Accelerator Cleaning and Upgrades” project. This includes the replacement of two critical gearboxes as part of the water treatment plant's upgrade project under the existing contract with Boromei Construction, Inc.

Background:

PSD previously initiated the project "Accelerator Cleaning and Upgrades" with Boromei Construction, Inc., awarded under ITB No. 22-024 for an amount not to exceed \$405,000. This project is essential for the maintenance and upgrade of the lime softening plant's accelerators, which are integral to the water treatment process. During the project's work, the need for replacement of the gearbox in one of the accelerators was identified, which led to the required change order. It was also determined during the project that it would make the most sense to remove and replace a recently rebuilt, 10-year-old gearbox in the other accelerator and keep the older unit as a spare.

Installing two new gearboxes will maximize the effectiveness of the project and provide a much needed “backup” gearbox in case of future equipment failure. These measures will also provide compliance with industry standards, as updated gearboxes are essential to meet regulatory requirements.

Budgetary Impact

This request for an additional \$65,939.53 will cover the labor and material costs and brings the project budget to \$470,939.53. This price has been confirmed by the consultant to be fair market value for the equipment. Funding will be provided from the Water Utility Admin. Contingency Account No. 401-33-01-533-99-10.

Recommendation

PSD recommends the City Commission approve the Change Order under the current contract

with Boromei Construction, Inc., related to ITB No. 22-024.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR A CHANGE ORDER RELATED TO INVITATION TO BID (“ITB”) NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)” WITH BOROMEI CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-THREE CENTS (\$65,939.53); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the lime softening accelators are essential for the water treatment process at the lime softening plant, requiring regular maintenance and upgrades; and

WHEREAS, the City Commission approved Resolution No. 2021-003, authorizing the Public Services Department (PSD) to issue ITB No. 22-024 for the Accelerator Cleaning and Upgrade Project; and

WHEREAS, Boromei Construction, Inc. was awarded a contract for an amount not to exceed \$405,000.00; and

WHEREAS, the unforeseen need for the replacement of two critical gearboxes has led to the need for a Change Order amounting to \$65,939.53, bringing the total above the contract amount to \$470,939.53.

WHEREAS, the engineering consultant has confirmed that this reflects fair market value for the proposed equipment.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a Change Order with Boromei Construction, Inc. for the Accelerator Cleaning and Upgrade Project for an additional amount not to exceed \$65,939.53, a copy of the Change Order is attached as Exhibit “A” and incorporated into this Resolution by this reference.

Section 3. That funding will be appropriated from the Water Utility Admin. Contingency Account No. 401-33-03-533-63-10.

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

Section 5. That this Resolution shall become effective 10 days after its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

					EXHIBIT "A"					PAGE	2 of 3
OWNER:	City of Dania Beach										
PROJECT:										Change Order:	2 GEAR BOX REPLACAMANET
FUNDING:	SRF Loan									APPLICATION DATE:	1/15/2024
CONTRACT:	Boromei Construction									PERIOD TO:	1/15/2024
ADDRESS:	420 B NW 3rd St Okeechobee, FL 34972									ENGINEER'S PROJECT NO:	n/a
A	V	Original		C			F	F	F	G	
ITEM		ORIGINAL		UNIT	Original	Proposed	REVISED	UNIT	REVISED		
NO.		UNIT QTY	UNITS	PRICE	Bid	Change	UNIT QTY	PRICE	Project		
Revised								REVISED			
1	Mobilization	1	LS	\$ 40,000	\$ 40,000.00	0	1		\$ 40,000.00		
2	Cleaning of Accelator	2	EA	\$ 10,000	\$ 20,000.00	0	2		\$ 20,000.00		
3	Touchup paint of launders	2	EA	\$ 5,000	\$ 10,000.00	0	2		\$ 10,000.00		
4	Repaint Sulfuric acid tank	1	EA	\$ 15,000	\$ 15,000.00	0	1		\$ 15,000.00		
5	Replace mixer motors	2	EA	\$ 90,000	\$ 180,000.00	0	2		\$ 180,000.00		
6	Install Actuator and Butterfly valve	4	EA	\$ 25,000	\$ 100,000.00	0	4		\$ 100,000.00		
7	Allowance misc Connects/disconnects	1	LS	\$ 15,000	\$ 15,000.00	0	1		\$ 15,000.00		
8	Allowance for Misc metal repairs	1	LS	\$ 25,000	\$ 25,000.00	0	1		\$ 25,000.00		
9	Gearbox	0	LS		\$ -	\$65,939.53	1	\$65,939.53	\$ 65,939.53	Needed to install mixer motors	
21	TOTALS				\$ 405,000.00	ok			\$ 470,939.53		
							Overall	Net Change			



City of Dania Beach Public Services Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Public Service Director/City Engineer

SUBJECT: APPROVAL OF A RESOLUTION TO ENTER INTO AGREEMENTS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REBUILD SANITARY SEWER LIFT STATION NO. 4 & NO. 6 AND TO START THE BIDDING PROCESS

Request:

The Public Services Department (PSD) requests approval of a resolution authorizing funding agreements with the Florida Department of Environmental Protection (FDEP) to rebuild sanitary sewer lift Stations (LS) No. 4 & 6 and to begin the bidding process.

Background:

FDEP funding agreements are required to move forward with rebuilding work on sanitary sewer LS no. 4 and no.6. PSD designed and permitted the rebuilding of nine lift stations and applied for FDEP funds to help offset the construction cost of rebuilding LS No. 4 and No. 6. FDEP awarded \$2,005,500 for LS no.4 and \$2,164,000 for LS no.6.

Budgetary Impact

FDEP grants will decrease the City's cost for the projects by \$4,169,500. Both grants will require a 50% cash match. Funding will be appropriated from the Sewer Fund Unrestricted Net Position Account No. 402-276-00-00 to the project account no. 402-35-29-535-63-10.

Recommendation

PSD recommends the City Commission adopt a resolution authorizing to enter into the funding agreements FDEP.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AGREEMENTS BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANTS FUND FOR LIFT STATION REHABILITATION PROJECT IN THE AMOUNT OF FOUR MILLION ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$4,169,500.00), TO PROVIDE FOR FUNDING FOR SANITARY SEWER LIFT STATIONS NO. 4 AND NO. 6; REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR BOTH PROJECTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department's engineering consultant completed the design and permitting to rebuild nine sanitary sewer lift stations (LS); and

WHEREAS, the Public Services Department (PSD) applied for Florida Department of Environmental Protection (FDEP) grant funds to rebuild LS No. 4 and No. 6; and

WHEREAS, FDEP awarded the City of Dania Beach grant 23FRP30 to rebuild Lift Station #4 in the amount of \$2,005,500.00; and

WHEREAS, FDEP awarded the City of Dania Beach grant 24SRP26 to rebuild Lift Station #6 in the amount of \$2,164,000.00; and

WHEREAS, LS No. 4 and No. 6 are ready to proceed with bid advertisement.

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 accept and execute Agreements on behalf of the City of Dania Beach, Florida with FDEP for the receipt of Four Million One Hundred Sixty-Nine Thousand Five Hundred Dollars (\$4,169,500.00), for the rebuilding of LS No.4 and No.6, which Agreements are attached as composite Exhibit "A" and incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreements which are deemed necessary and proper and in the best interest of the City and to execute extensions that do not alter costs or scope of the agreement.

Section 4. That funding will be appropriated within the Grant Fund.

Section 5. That the City Commission authorizes staff to proceed with the competitive bidding of the Dania Beach Lift Station 4 Mitigation Project and the City of Dania Beach Lift Station Mitigation Phase III Project with grant funding of Four Million One Hundred Sixty-Nine Thousand Five Hundred Dollars (\$4,169,500.00) and grant match funds in the amount of Four Million One Hundred Sixty-Nine Thousand Five Hundred Dollars (\$4,169,500.00) will be appropriated from Sewer Fund Unrestricted Net Position account no. 402-276-00-00 to the project account no 402-35-29-535-63-10.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

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

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

1. Project Title (Project): **Dania Beach Lift Station 4 Mitigation** Agreement Number: **23FRP30**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Dania Beach** Entity Type: **Local Government**

Grantee Address: **100 West Dania Beach Boulevard, Dania Beach, Florida 33004** FEID: **59-6000302** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **23FRP30** Project Location(s): **Broward County**
(If different from Agreement Number)

Project Description: **The project will conduct a SLIP study and construction to demolish and replace a sewer lift station, LS4, with a new lift station with upgraded pump systems, back-up pumps, new control panels and emergency power generators.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 2,005,500.00	☐ State ☒ Federal	197-H 23	\$ 2,005,500.00
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 2,005,500.00
Total Amount of Funding + Grantee Match, if any:			\$ 4,011,000.00

6. Department's Grant Manager Name: Hanna Tillotson or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-7540 Email: Hanna.Tillotson@FloridaDEP.gov	Grantee's Grant Manager Name: Colin Donnelly or successor Address: City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004 Phone: 954-924-6808 ext.3618 Email: cdonnelly@daniabeachfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125	
Federal Award Date to Department:	2/6/2023	
Total Federal Funds Obligated by this Agreement:	\$2,005,500	
Federal Awarding Agency:	U.S. Department of Treasury	
Award R&D?	☐ Yes ☒ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dania Beach

GRANTEE

By _____
(Authorized Signature) Date Signed

Ana M. Garcia, ICMA-CM

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

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

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

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

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

Attachment 1

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23FRP30**

ATTACHMENT 3

PROJECT TITLE: Dania Beach Lift Station 4 Mitigation

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

PROJECT DESCRIPTION:

The City of Dania Beach (Grantee) will implement the Dania Beach Lift Station 4 Mitigation (Project). The project will demolish and rebuild the lift station facility and provide backup power for a sewer lift station No. 4. This project includes construction tasks only.

TASKS AND DELIVERABLES:

Task 1: - Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](#)) for more information.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: - Construction

Description: The Grantee will demolish, upgrade and rebuild Dania Beach Lift Station No.4 in accordance with the construction contract documents. Construction will include mitigation against floods and threat of sea level rise as well as storm hardening and providing backup power to these flood-sensitive locations. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demolition, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** A copy of the record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

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

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

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

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	Upon Execution	30-days before construction
2	Construction	Contractual Services	\$2,005,500	\$2,005,500	\$4,011,000	Upon Execution	06/30/2026
Total:			\$2,005,500	\$2,005,500	\$4,011,000		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$2,005,500.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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

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

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

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

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

Total Award	\$2,005,500.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

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

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

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

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8

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

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

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

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

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

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

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

2. Termination for Cause and Convenience

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

3. Equal Opportunity Clause

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

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

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

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

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

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

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

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

9. Procurement of Recovered Materials

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

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

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

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

ADMINISTRATIVE

1. General Federal Regulations

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

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

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

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

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

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

4. Whistleblower Protection

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

Attachment 8

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

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

6. Additional Lobbying Requirements

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

7. Increasing Seat Belt Use in the United States

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

8. Reducing Text Messaging While Driving

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

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

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

COMPLIANCE WITH ASSURANCES

1. Assurances

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

FEDERAL REPORTING REQUIREMENTS

1. FFATA

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

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

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

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

SLFRF-SPECIFIC

1. Period of Performance

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

2. Equipment and Real Property Management

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

SLFRF INFRASTRUCTURE PROJECTS

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

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

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

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

1. Wage Certification

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

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

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

2. Project Labor Agreements

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

workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

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

SLFRF WATER & SEWER PROJECTS

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

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

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

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

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

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

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

EXHIBIT F
DEP AGREEMENT NO. 23FRP30

DANIA BEACH LIFT STATION 4 MITIGATION

City of Dania Beach

Final Project Report



Insert Month & Year

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

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 23FRP30

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

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

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

Name of person accepting Work submission _____

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

Exhibit H

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

DEP Agreement Number: 23FRP30

Project Title: Dania Beach Lift Station 4 Mitigation

Grantee: City of Dania Beach

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

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

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

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

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

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

1. Project Title (Project): City of Dania Beach Lift Station Mitigation - Phase III		Agreement Number: 24SRP26																
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000		(Department)																
Grantee Name: City of Dania Beach		Entity Type: Local Government																
Grantee Address: 100 West Dania Beach Boulevard, Dania Beach, Florida 33004		FEID: 59-6000302 (Grantee)																
3. Agreement Begin Date: 7/1/2023		Date of Expiration: 6/30/2026																
4. Project Number: (If different from Agreement Number)		Project Location(s): Broward County, Florida																
Project Description: The project includes the construction and rehabilitation of an existing lift station which will be replaced with a larger pump system and include a new control panel, pumps, and backup emergency generator.																		
5. Total Amount of Funding: \$ 2,164,000.00		<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>Funding Source?</th><th>Award #s or Line Item Appropriations:</th><th>Amount per Source(s):</th></tr></thead><tbody><tr><td>☒ State ☐ Federal</td><td>FY 2023/2024 GAA #1819</td><td>\$ 2,164,000.00</td></tr><tr><td>☐ State ☐ Federal</td><td></td><td>\$</td></tr><tr><td>☒ Grantee Match</td><td></td><td>\$ 2,164,000.00</td></tr><tr><td colspan="2">Total Amount of Funding + Grantee Match, if any:</td><td>\$ 4,328,000.00</td></tr></tbody></table>		Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):	☒ State ☐ Federal	FY 2023/2024 GAA #1819	\$ 2,164,000.00	☐ State ☐ Federal		\$	☒ Grantee Match		\$ 2,164,000.00	Total Amount of Funding + Grantee Match, if any:		\$ 4,328,000.00
Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):																
☒ State ☐ Federal	FY 2023/2024 GAA #1819	\$ 2,164,000.00																
☐ State ☐ Federal		\$																
☒ Grantee Match		\$ 2,164,000.00																
Total Amount of Funding + Grantee Match, if any:		\$ 4,328,000.00																
6. Department's Grant Manager Name: Matthew Hermele or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-8360 Email: Matthew.Hermele@FloridaDEP.gov		Grantee's Grant Manager Name: Colin Donnelly or successor Address: City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004 Phone: (954) 924-6808 ext. 3618 Email: cdonnelly@daniabeachfl.gov																
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:																		
☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements																		
☒ Attachment 2: Special Terms and Conditions																		
☒ Attachment 3: Grant Work Plan																		
☒ Attachment 4: Public Records Requirements																		
☒ Attachment 5: Special Audit Requirements																		
☒ Attachment 6: Program-Specific Requirements																		
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.																		
☐ Attachment 8: Federal Regulations and Terms (Federal)																		
☐ Additional Attachments (if necessary):																		
☒ Exhibit A: Progress Report Form																		
☐ Exhibit B: Property Reporting Form																		
☒ Exhibit C: Payment Request Summary Form																		
☐ Exhibit D: Quality Assurance Requirements																		
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo																		
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808																		
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification																		

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dania Beach

GRANTEE

By _____
(Authorized Signature) Date Signed

Ana M. Garcia, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

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

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Matthew Hermele

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

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

29. Audits.

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

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24SRP26**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is City of Dania Beach Lift Station Mitigation - Phase III. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$2,164,000.00 through cash or third party in-kind towards the work funded under this Agreement.

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

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

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

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

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

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

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

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

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24SRP26**

ATTACHMENT 3

PROJECT TITLE: City of Dania Beach Lift Station Mitigation - Phase III

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

PROJECT DESCRIPTION:

The City of Dania Beach (Grantee) will conduct the City of Dania Beach Lift Station Mitigation - Phase III (Project) to include the rehabilitation of a lift station. The existing lift station will be replaced with a facility that is large enough for a larger pump system and a backup pump. A new control panel, pumps, and a backup emergency generator will be installed. The top of the new lift station and the elevation of the generator will be at the 500-year flood elevation or above. The Project will meet Federal Emergency Management Agency resiliency standards.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](#)) for more information.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Construction

Description: The Grantee will perform the demolition and the rehabilitation of the lift station facility, as described above, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

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

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

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

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	30 days before commencing Construction
2	Construction	Contractual Services	\$2,164,000	\$2,164,000	\$4,328,000	7/1/2023	3/31/2026
Total:			\$2,164,000	\$2,164,000	\$4,238,000		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$2,164,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,164,000.00	
-------------	----------------	--

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

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

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

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

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

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

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

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

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

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

EXHIBIT F

DEP AGREEMENT NO. 24SRP26

CITY OF DANIA BEACH LIFT STATION MITIGATION - PHASE III

City of Dania Beach

Final Project Report



Insert Month & Year

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

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 24SRP26

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

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

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

Name of person accepting Work submission _____

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

Exhibit H

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

DEP Agreement Number: 24SRP26

Project Title: City of Dania Beach Lift Station Mitigation - Phase III

Grantee: City of Dania Beach

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

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

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

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Dania Beach is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Candido Sosa-Cruz, ICMA-CM

Title: Deputy City Manager/ Acting City Manager

Signature: Candido Sosa-Cruz

 Digitally signed by Candido Sosa-Cruz
Date: 2023.11.30 13:31:42 -05'00'

Date: 11/30/2023

This form is in reference to the following grants:

22FRP17 Dania Beach SW 37th Terrace Stormwater Project
22FRP21 Dania Beach Southeast Drainage Project
22FRP23 Dania Beach SW 54 Court Stormwater Project
23FRP30 Dania Beach Lift Stations 4,11 and 12 Mitigation
22PLN41 Vulnerability Assessment
24SRP26 Dania Beach Lift Station Phase III



City of Dania Beach City Attorney Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: City Regulation Amending the Ordinance Relating to Street Co-Designation

Request:

To approve a minor modification to the City's regulation relating to street co-designation

Background:

Several requests for street co-designation have been made. However, the cost of mailing notice to the community has become prohibitive. As such, Commissioner James at the January __, 2024, City Commission meeting advised that she would like to amend the co-designation provisions to remove the requirement for mailed notice and newspaper advertisement. The code requires a petition, with signatures for a resident or community group to seek co-designation of a street. As part of this clarification, as the mailed/newspaper notice provisions are being removed from the requirements, the City also clarifies the following:

If there are one hundred (100) or more properties within a quarter mile distance in all directions of the affected street, as determined by the City's Community Development Department, the owners of twenty percent (20%) of such properties.

1. The petition shall contain, in addition to the signatures, the clearly-printed names and complete Dania Beach addresses of all signatories who are property owners. In the event a petitioner or applicable property owner is an organization, all non-Dania Beach-resident organization members' names, addresses and signatures shall be substantiated by a list of organization members from the organization's official records.
2. The person(s) collecting the signatures shall be required to attest or affirm via notarized affidavit, that the signatures are of the person residing at the property listed, was signed by that person. If it is determined that the information collected by the petitioner(s) is false, the petitioner shall be charged with a fine of \$500.00, and the City's costs associated with removing the name co-designation. The co-designation may be reversed by the City Commission and all cost associated with that process shall be charged to the Petitioner.

These provisions ensure that the person conducting the petition actually obtains the signatures of the residents and that there is a penalty if the signatures are false.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the ordinance be approved at first reading and that a second and final reading be scheduled.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY AMENDING SECTION 22-7A IN ORDER TO MODIFY THE PETITION REQUIREMENTS, PROVIDING FOR A PENALTY FOR FALSE PETITIONS AND ELIMINATING MAILED NOTICE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to modify the process for designating, naming or re-naming public rights-of-way within the City of Dania Beach by clarifying the petition process, providing for a penalty for false petitions, and eliminating mailed notice; and

WHEREAS, the City desires to modify section 22-7A of the City Code of Ordinances to document the City’s process for designation.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That Chapter 22 of the City Code of Ordinances, which Chapter is entitled “Streets and Sidewalks”, at Article I, entitled ”In General”, at section 22-7A, is created to read as follows:

CHAPTER 22

STREETS AND SIDEWALKS

ARTICLE 1 – IN GENERAL

* * *

Sec. 22-7A. Authority of City Commission to co-designate roads and streets, etc.

The City Commission may, by resolution, adopt after a public hearing a co-designation of any local road, street, subdivision street or alley (referred to as “street” in this Section) within the City limits. All streets shall retain their current names as a co-designation.

* * *

(c) Petition.

- (1) The applicant shall submit to the City Manager's Office the original copy of a petition which clearly states, on each page containing petition signatures, the full intent of the petition, which is signed by the owners of fifty percent (50%) of the properties which front on, back on, or have a mailing address containing the name of the affected street.
- (2) If there are one hundred (100) or more properties within a quarter- mile distance in all directions of the affected street, as determined by the City's Community Development Department, the owners of twenty percent (20%) of such properties.
- (3) The petition shall contain, in addition to the signatures, the clearly printed names and complete Dania Beach addresses of all signatories who are property owners. In the event a petitioner or applicable property owner is an organization, all non-Dania Beach-resident organization members' names, addresses and signatures shall be substantiated by a list of organization members from the organization's official records.
- (4) The person(s) collecting the signatures shall be required to attest or affirm via notarized affidavit, that the signatures are of the person residing at the property listed, was signed by that person. If it is determined that the information collected by the petitioner(s) is false, the petitioner shall be charged with a fine of \$500.00, and the City's costs associated with removing the name co-designation. The co-designation may be reversed by the City Commission and all costs associated with that process shall be charged to the Petitioner.

* * *

(e) Notification of Street Co-Designations

- ~~1. Mail notification of a co-designation request shall follow the requirements identified in the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC), with the exception that property owners within one (1) mile shall be provided notice of such request.~~
- ~~2. Newspaper notification shall follow the same requirements identified in the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC).~~
3. Signs developed according to the same requirements as those provided through the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC). The signs shall be posted for thirty (30) days prior to submittal to the City Commission, at the beginning and end of the affected street and not more than 1,000 feet apart, between the two street ends and at all intersections with principal arterial roadways, as defined by the City.
4. Any costs incurred by the City for ~~mailing~~, notices, sign changes, and other out-of-pocket arterial roadways, as defined by the City must be paid by the applicant.
5. Following a Final Determination by the City Commission, the City shall be responsible for providing notice of any approved changes to the City's Fire Department, Police Department (Broward Sheriff's Office District II Office,) the United States Postal Service, the Broward County Property Appraiser's and Tax Collector's offices and other applicable governmental agencies.

* * *

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective 10 days after passage.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD.J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 20, ENTITLED “POLICE” OF THE CITY’S CODE OF ORDINANCES, ARTICLE IV, ENTITLED “WRECKER AND TOWING SERVICES,” TO AMEND AND UPDATE THE TOW TRUCK LIST REQUIREMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to update the list of providers for tow truck services to provide for a main provider and a backup list of providers for as needed services; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed ordinance will protect the public health, safety, and welfare of the residents of the City.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 20, entitled “Police,” of the City’s Code of Ordinances, Article IV, entitled “Wrecker and Towing Services, is amended to read as follows:

ARTICLE IV. - WRECKER AND TOWING SERVICES

Sec. 20-47. - Police to maintain list, use only listed operators.

The police department shall maintain a rotation list with respect to the calling of wrecker or towing services as to traffic accidents or other towing requirements within the City and shall call only those wrecker or towing services on such approved list. The City shall maintain a main tow truck provider and a back up tow truck provider to be utilized when the main provider is unavailable or lacks the equipment to provide services.

Sec. 20-48. -Reserved. ~~Calls to be rotated on list.~~

~~As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list.~~

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not

affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 2/13/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-083-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code establishing development review procedures and regulations for affordable housing projects utilizing Live Local, Florida Statue 420 (SECOND READING).

Request:

The Community Development Department is requesting an amendment to the City's Land Development Code (LDC) to establish development regulations for residential development in commercial and industrially zoned districts from the Development Review Procedures and Requirements regulations.

Background:

The State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other things is designed to streamline and incentivize affordable housing within the State of Florida.

The Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes.

The benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments.

The Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's Land Development Regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other

applicable requirements of state and local law.

The Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's LDC, if the major transit stop is accessible from the development. The proposed amendment will establish a definition of major transit stop.

The proposed amendment to the City's LDC will establish regulations for the development of mixed-income, and mixed-use residential developments in order to implement the provisions of the Act.

The Act is applicable to the following zoning districts:

- Neighborhood Mixed-Use (NBHD-MU)
- South Federal Highway Mixed-Use (SFED-MU)
- Gateway Mixed-Use (GTWY-MU)
- East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD)
- Planned Small Lot Mixed-Use Development (PMUD-SL)
- General Commercial District (C-4)
- General Industrial (IG), Restricted Industrial (IR)
- Industrial-Research-Office (IRO)
- Industrial-Research-Office-Marine (IROM)
- Industrial-Research-Office-Marine Airport Approach (IROM-AA)
- Industrial-Research-Office-Commercial (IROC)

On October 24, 2023, the City adopted Resolution No. 23-136, relating to zoning in process, and working under the zoning in progress principals consistent with the pending ordinance doctrine, the Community Development Department in collaboration with the City's Attorney's Office has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing Land Development Regulations in making investment and development-related decisions.

On January 9, 2024, the City approved this Text Amendment on first reading.

Budgetary Impact

N/A

Recommendation

Planning and Zoning Board Recommendation

On December 20, 2023, the Planning and Zoning Board heard this item and recommended approval to the City Commission.

Department Recommendation

The Community Development Department recommends the City Commission approval of the ordinance on second and final reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; PART 2, “SITE DEVELOPMENT REGULATIONS”; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS”; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY’S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, UNDER THE LIVE LOCAL ACT; AMENDING ARTICLE 200. – “USER GUIDE FOR PART 2 OF THE CODE”, TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING “THE LIVE LOCAL ACT”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other thing is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations provided in this ordinance; and

WHEREAS, the City of Dania Beach contains more than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, and as such the City does not qualify for the provision in the Act that would require a Live Local multi-family development pursuant to the Act would be developed as a mixed-use residential development; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

WHEREAS, the City Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's Land Development Regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all for projects under the Act to be processed in accordance with the regulations contained within this ordinance, and to apply these regulations to any application or submission for an application under the Act; and

WHEREAS, pursuant to the pending ordinance doctrine, set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and Land Development Regulations governing the development of affordable housing projects proposed on properties located in the following commercial, residential and mixed use districts: South Federal Highway Mixed-Use (SFED-MU), Gateway Mixed-Use (GTWY-MU), East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD), Planned Small Lot Mixed-Use Development (PMUD-SL), General Commercial District (C-4), General Industrial (IG), Restricted Industrial (IR), Industrial-Research-Office (IRO), Industrial-Research-Office-Marine (IROM), Industrial-Research-Office-Marine Airport Approach (IROM-AA), and Industrial-Research-Office-Commercial (IROC); and

WHEREAS, on October 24, 2023, the City adopted Resolution No. 23-136 relating to zoning in process, and working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing Land Development Regulations in making investment and development-related decisions; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances to implement the Live Local Act is in the best interest of the residents of Dania Beach.

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That Chapter 28 entitled the “Land Development Code”, Part 2, “Site Development Regulations”, at Article 205, “Tabular Summary Of Site Development Standards For All Zoning Districts”, is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, "SITE DEVELOPMENT REGULATIONS"

Article 205 Tabular Summary of Site Development Standards for all Zoning Districts.

* * *

Sec. 205-11. Mixed Use or Multifamily Developments Pursuant To Section 166.04151(7), Florida Statutes, Under The Live Local Act.

(a) Intent and Purpose.

The purpose of this section is to establish procedures and regulations for the development of multifamily or mixed use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), which development involves at least forty percent (40%) of units which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

- (1) Protect and promote the public health, safety, and general welfare of the residents of the City;
- (2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
- (3) Specify the City zoning districts to which this section is applicable and within which Live Local developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
- (4) Confirm the Land Development Regulations applicable to proposed Live Local developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;
- (5) Provide the minimum non-residential floor area for Live Local developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and
- (6) Establish an administrative approval process for Live Local developments under the Act.
- (7) Multi-family Live Local projects must contain at least 65 percent multifamily, with 40 percent Live Local as affordable housing.

(b) Applicability.

Applications for a Live Local development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for Live Local developments shall be accepted after October 1, 2033 unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the City Commission extends these deadlines accordingly.

(c) Definitions.

Major transit stop shall mean a stop with at least 150 square feet of overhead shelter for commuter rail service or at least three bus rapid transit routes. For the purpose of this definition, commuter rail service and bus rapid transit routes provide average scheduled morning (7:00 A.M. to 9:00 A.M.) and evening (4:00 P.M. to 6:00 P.M.) peak hour service intervals of 30 minutes or less.

Unified control means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application for rezoning, the applicant shall agree as follows:

- (1) To proceed with the Live Local development according to the provisions of this division and the affordability requirements as established by state law and recorded covenant;
- (2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and
- (3) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the City Attorney and no site plan for a development shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) Zoning Districts permitting Live Local developments.

Based on the requirements of Florida law, Live Local developments shall be permitted in the following zoning districts:

- (A) South Federal Highway Mixed-Use (SFED-MU),
- (B) Gateway Mixed-Use (GTWY-MU),
- (C) East Dania Beach Boulevard Mixed-Use (EDBB-MU),

- (D) Planned Mixed-Use Development (PMUD),
- (E) Planned Small Lot Mixed-Use Development (PMUD-SL),
- (F) General Commercial District (C-4),
- (G) General Industrial (IG),
- (H) Restricted Industrial (IR),
- (I) Industrial-Research-Office (IRO),
- (J) Industrial-Research-Office-Marine (IROM),
- (K) Industrial-Research-Office-Marine Airport Approach (IROM-AA), and
- (L) Industrial-Research-Office-Commercial (IROC)

(e) Applicable development regulations.

(1) Unified lot. All land included for purposes of a Live Local development, including all residential and non-residential components shall be under unified control.

(2) Required residential use.

a. Equivalency of affordable dwelling units.

1. Affordable dwelling units and market rate units shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every development structure contains both (at least 40%) and market rate units in equal proportions; in no event shall a Live Local development structure consist entirely of market rate units.
2. All common areas and amenities within a Live Local development shall be accessible and available to all residents (both affordable and market rate units).
3. Access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.
4. The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable

units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and within each structure).

5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.
6. If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.
7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.
8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

b. Affordability commitment.

1. Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent '40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with this affordability requirement.
2. Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the general fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars (\$250.00) per day per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any board, including but not limited to the Code Enforcement Special Magistrate. This provision is in addition to any other enforcement action pursuant to code or agreement.

(3) Allocation of shared space in Multifamily Live Local Projects.

- a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a Live Local development shall be considered residential square footage use.
- b. Common ground floor lobby, service areas, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(4) Site Design.

- a. Live Local developments located on land zoned commercial or mixed use must locate all development, residential and non-residential uses on the same (or unified) plot.
- b. Live Local developments located on land zoned industrial must locate all nonresidential uses in a structure separate from any residential uses. Structures used for industrial purposes need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.

(5) Development standards.

- a. The following standards are applicable to all Live Local developments regardless of the zoning district they are located in:

1. Maximum density and height

- (i) With respect to the residential component of a Live Local development, the maximum density shall be the highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus (incentive) density.
- (ii) The maximum height shall be the highest currently allowed for a commercial or residential development within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher.

2. Minimum air-conditioned dwelling unit size consistent with Section 230-40 of the Land Development Code:

- (i) One (1) bedroom: Seven hundred and fifty (750) square feet;
- (ii) Two (2) bedrooms: nine hundred (900) square feet;
- (iii) Three (3) or more bedrooms: One thousand one hundred fifty (1,150) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

3. All other applicable land development code development standards shall apply unless specifically regulated in this section.

Sec. 205-12 Development Regulations. Qualifying development shall comply with the development regulations provided in the following development regulation table.

(a) Properties zoned South Federal Highway Mixed-Use, Gateway Mixed-Use, or East Dania Beach Boulevard Mixed-Use are to following the development regulations identified for each zoning district provided in Article 300.

(b) Properties zoned Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach are to follow the development regulations and design standards identified in Section 205-13, of the LDR.

Sec. 205-13 Development Regulations table for Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach

<u>DEVELOPMENT REGULATIONS</u>	
<u>Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach</u>	
<u>Required setbacks and yards:</u>	
<u>Minimum front yard setback</u>	<u>25'</u>
<u>Minimum rear yard setback</u>	<u>30'</u>
<u>Minimum street side setback</u>	<u>25'</u>
<u>Minimum interior side setback</u>	<u>15'</u>
<u>Minimum lot width</u>	<u>100'</u>
<u>Minimum lot depth</u>	<u>100'</u>
<u>Minimum building separation</u>	<u>100'</u>
<u>Parking space requirements</u>	<u>Per Article 265</u>
<u>Landscape requirements</u>	<u>Per Article 276</u>
<u>Pervious area requirements</u>	<u>Per Section 215-130</u>

Sec. 205-14 Additional design standards for properties fronting Griffin Road, Stirling Road, Sheridan Street, Bryan Road and Anglers Avenue/Ravenswood Road.

(a) The following design standards are applicable to any property having frontage on any of the following roadways within the City of Dania Beach:

1. Griffin Road
2. Stirling Road
3. Sheridan Street
4. Bryan Road
5. Anglers Avenue (Ravenswood Road)

(b) Purpose. The purpose of the standards in this article is to promote design, which is architecturally compatible with the surrounding area and the design goals of the City of Dania Beach.

(c) Intent. The standards in this article are intended to discourage generic suburban development types that bear little relation to the historic development pattern of Dania Beach.

(d) City Commission Approval. The City Commission may approve exceptions to this article as conditions to a site plan approval upon making the following findings:

1. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable; and
2. The applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impacts that an exception to these standards might otherwise create.

(e) Appearance.

1. All structures on a site shall create a unified architectural theme.
2. All building façades shall be articulated through the use of a coherent and clear architectural design that incorporates rhythms in form and construction details. Buildings shall be designed to incorporate rhythms in form and construction details.
3. Buildings facing a public street or interior courtyard space shall be architecturally emphasized through entrance treatment, fenestration, and building details. Buildings with more than one (1) façade facing a public street shall provide treatment for each façade.
4. Roof and exterior wall surfaces, with the exception of glass areas, shall be nonreflective. Opaque surfaces and reflective or mirrored type glazing at ground level visible from the sidewalk is prohibited.
5. The use of flat steel or metal panels for the exterior walls is prohibited.
6. The rear and sides of buildings shall be finished with material that in texture and color resembles the front of the building.
7. Glass windows and doors must make up at least thirty-five (35) percent of the primary elevation and fifteen (15) percent of the secondary elevation, except where additional fenestration is required in the CRA form-based zoning districts. On ground stories, the minimum required glass façade area shall be measured between a height of two and one-half (2.5) feet and eight (8) feet above the abutting grade. The windows shall not be covered or opaque. Display is permitted provided there is functional cross-vision between the inside and outside of the store. Display windows should be accented with awnings or other architectural features.

8. The coloration of all buildings shall be nature blending with a maximum of three (3) colors exclusive of roof. The use of "earth tone" or light pastel colors is encouraged. Semitransparent stains are recommended for application on natural wood finishes.

9. Canopies, if utilized, shall provide a minimum clearance of fourteen (14) feet in height for areas accommodating vehicles and a minimum clearance of ten (10) feet in height for non-vehicular areas, and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.

10. Heating, ventilation and air conditioning equipment, duct work, air compressors, other fixed operating machinery shall be either screened from view or located so that such items are not visible from the designated arterial, adjacent residential properties or intersecting streets.

11. No temporary structures shall be permitted, except those allowed in article 675, "Temporary Uses" and associated signage. Office-type mobile units when used as temporary facilities shall be screened from view from the designated arterial and equipped with rigid skirting on all sides. Any towing gear shall be removed, and if not removable, shall be screened from the designated arterial.

12. A minimum distance of eight (8) feet shall be maintained between the front of any building, including any walkway immediately adjacent thereto, and the parking area. This space is to be reserved for landscaping, either existing or planned, and is required to have a minimum three-foot-wide strip for plant material. No such space is required at the sides or rear of the building unless there is an adjoining residential use. This requirement is not applicable within the CRA form-based zoning districts.

13. Windows and doors visible from any listed arterial street shall not be obstructed by security bars or similar devices.

14. Windows and doors visible from any listed arterial street shall not be obstructed by storm or security shutters or panels, except as provided in chapter 8, section 8-186 of the Code of Ordinances (Storm shutter placement).

15. Commercial development must comply with article 275, "Landscaping Requirements", provided that the street tree requirements shall be altered to require palm clusters on the ends of landscape buffers. The palm clusters shall consist of three (3) palms with a minimum height of thirteen (13) feet.

16. Where hedges are utilized and adequate space exists, a tiered effect is required.

17. Landscaped areas shall be surrounded with a six-inch raised concrete curb. Grade within areas to be landscaped shall be raised to curb height.

18. Chain link, barbed wire and similar fencing along a designated arterial are prohibited. Where such fencing can be viewed from a designated arterial, landscaping, berming, or both shall be provided to minimize visibility from the designated arterial.

19. Perimeter walls, if utilized, shall be architecturally compatible with the principal structure.

20. The design of buildings and parking facilities shall take advantage of the natural features and topography of the project site, where appropriate.

21. Existing specimen trees shall, to the greatest extent possible, be preserved or relocated on site and integrated into the landscape plan.

22. Roads, pedestrian walks and open spaces shall be designed as integral parts of an overall site design.

23. Parking areas shall be landscaped and screened from public view to mitigate their visual impact.

24. Parking areas shall be designed with careful regard to orderly arrangement, landscaping, and ease of access, and shall be developed as an integral part of an overall site design.

25. The site development plan shall be designed to be compatible with existing and conforming development, and proposed development in the area surrounding the project site.

(b) Multifamily/Mixed Use Option. A multifamily use is permitted subject to the development standards of the development regulations identified above (lot and yard requirements) and the following additional requirements for mixed-use developments:

(1) The development may include commercial uses on the ground floor of the development such that the development is a mixed-use development as provided by the City of Dania Beach Comprehensive Plan. The following commercial uses shall be permitted:

- i. Athletic clubs/studios;
- ii. Banks and financial institutions with no drive-throughs;
- iii. Bakeries;
- iv. Delicatessens;
- v. Copy shop;
- vi. Day care centers;
- vii. Dry-cleaning establishments (no cleaning on premises);
- viii. Fast food restaurant with no drive-throughs;
- ix. Retail establishments;
- x. Office (business, professional and medical);
- xi. Personal service establishments;
- xii. Restaurants;

- xiii. Retail pharmacy; and
 - xiv. Retail stores and those uses which are customarily accessory and clearly incidental to the principal permitted use, excluding smoke shops, cannabidiol (CDB) sales, and discount retail.
- (2) The mixed-use development shall be located abutting an arterial roadway and shall occupy the majority of the ground floor building area (excluding parking garages).

Sec. 205-15 Regulatory Compliance.

- (a) In addition to the provisions set forth above, Live Local developments shall comply with all other Land Development Regulations applicable to multi-family developments.
- (b) All aspects of the Live Local development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.
- (c) Compliance with applicable laws and regulations. In addition to the provisions set forth herein, Live Local developments shall comply with all other applicable state and local laws and regulations.

205-16 Expiration or Loss of Live Local Development Status.

- (a) Loss for failure to meet affordability requirements.
 - (1) An approved project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.
- (b) Expiration of covenant. A Live Local development, for which a covenant guaranteeing affordable housing has expired, shall be considered:
 - (1) A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.
 - (2) A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable. And shall be subject to the City's nonconforming code provisions.

Section 3. That Chapter 28 entitled the “Land Development Code”, Part 2, “Site Development Regulations”, Article 200, “User Guide For Part 2 Of The Code” is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, "SITE DEVELOPMENT REGULATIONS"

ARTICLE 200. - USER GUIDE FOR PART 2 OF THE CODE

* * *

200-60 Live Local Site Plan Approval required.

(a) Construction, except as provided for Live Local buildings or improvement on any site may commence only following approval of a site plan by the City Commission. All construction and improvements shall conform to such approved site plan per Article 635 of the LDR.

(b) Live Local development projects developed pursuant to Section 166.04151(7), Florida Statutes, shall be processed administratively under Section 200-61, Site Plan Review Procedures for Applications Pursuant to Section 166.04151(7), Florida Statutes.

Sec. 200-61 Site Plan Review Procedures For Applications Pursuant To Section 166.04151(7), Florida Statutes.

(a) Preplan review. The applicant shall review the proposed site plan with the Community Development Director, or designee, to confirm general compliance with the requirements of Section 205-11, "Development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act," the land use designation, zoning and application provisions of the City code and Section 166.04151(7), Florida Statutes, as amended from time to time.

(b) Filing.

(1) Application. The applicant shall submit the proposed site plan to the Community Development Director, or designee. The application shall include:

a. All information shall be submitted pursuant to the City's site plan application requirements and application form as identified in Article 635, of the LDR.

b. An Affidavit of Commitment. The applicant must file an Affidavit of Commitment, in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from temporary certificate of occupancy (TCO) or certificate of occupancy (CO) and may only be

released earlier by bringing the project into full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide the form covenant and monitoring and compliance forms upon submittal of the application.

- c. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access as applicable.
 - d. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparator site is so obviously close to render this unnecessary) with a brief analysis of the comparator site.
 - g. A brief analysis of the comparator site for the proposed density determination.
 - h. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.
 - i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.
- (2) Fees. The Community Development Director, or designee, will compute the required filing and review fees. Such fees are due upon the date of submittal and are established in accordance with the City's adopted fee schedule(pursuant to Section 605-40 and 685-10), including, but not limited to any applicable impact fees and cost recovery charges. The applicant shall also digitally submit copies of a proposed preliminary engineering plan for the site. The filing fees are as follows:

Site Plan \$14,120.00

Site Plan Modification \$11,700.00

(c) Review and recommendation by the Development Review Committee.

- (1) Development Review Committee members and departments responsible for development application review shall submit written recommendations to the Director of Community Development, or designee, according to a review schedule. Fees are to be approved by the City Commission, via resolution, as may amended from time to time.
- (2) The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the Community Development Director, or designee, the Development Review Committee, and the applicant. Required revisions and any other information required by the director of Community Development Director, or designee, and the Development Review Committee shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the Director of Community Development, or designee. The applicant may also submit

a waiver on a form provided by the City. Further, the applicant will be required to resubmit an application, including review fees according to the fee schedule adopted by the City Commission. Applicants may withdraw an application at any time.

(3) Any fees collected in conjunction with development review are nonrefundable.

(d) Administrative review.

(1) The Community Development Director, or designee, shall review the Development Review Committee comments, applicant responses, and final proposed plans and facade renderings, and based on compliance with the City's Land Development Regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. The decision of the Community Development Director, or designee, may be appealed to the City Commission pursuant to Section 615-30, "Administrative Appeals."

(2) If the proposed project does not meet the City's Land Development Regulations, excepting use, height, or density as preempted by state law, the applicant may apply for a variance or other procedure and shall follow those procedures as provided in the code, including review by the Development Review Committee, Planning and Zoning Board, and City Commission.

(e) Modifications to approved site plan. Modifications to a site plan approved under this section may be permitted by the administrative approval of the Director of Community Development, or designee. Proposed modifications shall be reviewed by the Development Review Committee, as provided in subsection 635-80 above if the Community Development Director, or designee, determines the modification, complies with the criteria identified in Section 635-80(b) of the LDR.

(f) Expiration or extension of site plan approval. A site plan approval or extension shall comply with Section 645-100 of the LDR. However, upon expiration of a project under this section, the property will be governed by the entitlements allowed under the property's zoning without the benefit of the preemptive provisions of Section 166.04151(7), Florida Statutes.

(g) Denial. Denial of an application shall preclude the applicant from refiling the same application for one year from the date of denial consistent with Section 649-60 of the Land Development Code.

* * *

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. That this ordinance shall take effect 10 days after passage.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 10/16/23
Petition No.: TX-083-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: CITY WIDE

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH- COMM. DEV.

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: ESTABLISH DEV. REGULATIONS FOR MULTIFAMILY RES. CONSTRUCTION W/ AFFORDABLE HOUSING UNDER THE LOVE LOCAL STATUE
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

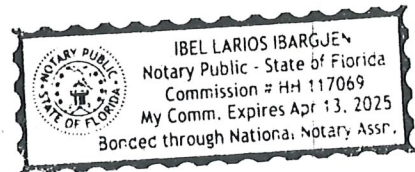
BEFORE ME THIS 16th DAY OF October, 2023

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***